Nassau County
Office of Purchasing

Staff Summary

A-1616

Subject: Pre-School Transportation (Zones 1,4,5) (S/B # 93927-03316-018)	Date: May 4, 2016
Department Office of Purchasing	Vendor Name **WE Transport Inc.**
Department Head Name Eric Naughton	Contract Number **A-16-2016**
Department Head Signature for Eric Naughton	Contract Manager Name Vita Virgilio, Buyer 1

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	5/27/16	Counsel to C.E.
	Budget	5/24/16	County Atty.
5/27/16	Deputy C.E.	5/27/16	County Exec.

Narrative

Purpose: To authorize and award a Blanket Purchase Order to WE Transport Inc. to provide transportation for the Early Intervention Program for Pre-school Children to include providing safety seats, and compliance with all NYSDOT and New York State Education Department rules and regulations.

Discussion: This bid was advertised in Newsday, posted to the Nassau County Bid Solicitation Board, where twenty-two (22) vendors were notified electronically of the bid. Office of Minority Affairs was given a copy of the bid. Seven (7) vendors submitted bids. WE Transport Inc. was the lowest responsible bidder for zones 1, 4 and 5. After the recommendation of award was submitted, vendor was approached concerning a negotiation of their bid as to if they would lower their bid proposal. Vendor indicated that they would provide a two percent discount to the proposal for zones 4 & 5 for the first year of the contract.

Past Procurement History: WE Transport Inc. has been providing school transportation throughout New York for over 50 years, including providing transportation for children with disabilities of many varying degrees. WE Transport Inc. has been awarded transportation contracts with Nassau County for over ten years.

Impact on Funding: The annual cost of the Pre-School Transportation Program is estimated to exceed Seventeen Million Dollars ($17,000,000) and is 59% New York State funded.

Recommendation: Office of Purchasing recommends awarding a blanket purchase order to WE Transportation Inc. for Zones 1, 4 and 5 as the lowest responsible bidder meeting bid specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-16-2016**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: MAY 06, 2016

SUBJECT: RESOLUTION–NASSAU COUNTY HEALTH DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT TO EXCEED SEVENTEEN MILLION DOLLARS ($17,000,000.00) ON BEHALF OF THE NASSAU COUNTY HEALTH DEPARTMENT TO WE TRANSPORT INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE TRANSPORTATION FOR THE EARLY INTERVENTION PROGRAM FOR PRE-SCHOOL CHILDRED FOR ZONES 1, 4 AND 5 FOR THE NASSAU COUNTY HEALTH DEPARTMENT.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

for ERIC NAUGHTON
DEPUTY COUNY EXECUTIVE /-FINANCE

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

QUALIFICATION STATEMENT

BIDDER'S NAME: We Transport, Inc.

ADDRESS: 75 Commercial Street

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT Bart Marksohn [redacted]

VICE PRESIDENT Jerry Marksohn [redacted]

SECRETARY Helena Marksohn [redacted]

TREASURER Brian Marksohn [redacted]

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? 5 years ago

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? since 1963

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Carmen Tomeo	CEO	46 years	Managing Oprations, Safety + Maintenance	
Evelyn Adams	Director	24 years	Mgt. positions in the school bus indust	
Tommy Richardson	Director	7 years - bus driver	30 years - management	

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

We Transport has been a major contractor for Nassau County Preschool since 1997 and we are very familiar with the proposed work.

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Carmen Tomeo, Chief Executive Officer

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: We Transport, Inc.

Address: 75 Commercial Street

Telephone No: 516 349-8200 Fax No: 516 349-8284

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

RULES RESOLUTION 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF HEATH AND WE TRANSPORT INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #93927-03316-018 to provide transportation for the Early Intervention Program for Pre-school Children for zones 1, 4 and 5 for Nassau County Department of Heath as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, WE TRANSPORT INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with WE TRANSPORT INC.

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: MARCH 31 , 2016 AT 11 A.M.
BID NO: 93927-03316-018
REQ. NO: N/A
TITLE: NASSAU COUNTY PRE-SCHOOL TRANSPORTATION (ZONE1-5)

ITEM#	ZONE	ARTICLE	UNIT	1 WE TRANSPORT	2 SUFFOLK TRANS - PORTATION SERVICE INC.	3 L & M BUS COMPANY	4 BAVMANN BUS COMPANY	5 ACME BUS CORP.	6 GARDIAN BUS CO. INC.	7 EDUCATIONAL BUS TRANSPORTATION , INC.	8	9	10	11	12	13	14	15	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
1	1	HOUR ROUTE	$	3,650.00	NB	6912.50	5800.00	NB	NB	NB										
2	1	HOUR ROUTE	$	8200.00	NB	7700.00	7390.00	NB	NB	NB										
3	1	HOUR ROUTE	$	8000.00	NB	8137.50	7890.00	NB	NB	NB										
4	1	HOUR ROUTE	$	8000.00	NB	8225.00	8672.00	NB	NB	NB										
5	1	HOUR ROUTE	$	7500.00	NB	9625.00	8990.00	NB	NB	NB										
6	1	HOUR ROUTE	$	7500.00	NB	10500.00	8990.00	NB	NB	NB										
1	2	HOUR ROUTE	$	3300.00	NB	6912.50	NB	6315.00	NB	6545.00										
2	2	HOUR ROUTE	$	9000.00	NB	7525.00	NB	7796.00	NB	6682.00										
3	2	HOUR ROUTE	$	8950.00	NB	8015.00	NB	8607.00	NB	6969.00										
4	2	HOUR ROUTE	$	8900.00	NB	8225.00	NB	9460.00	NB	7344.00										
5	2	HOUR ROUTE	$	7500.00	NB	9450.00	NB	10150.00	NB	7697.00										
6	2	HOUR ROUTE	$	7500.00	NB	9625.00	NB	10150.00	NB	8007.00										
1	3	HOUR ROUTE	$	3300.00	8500.00	6912.50	NB	6415.00	6507.00	6545.00										
2	3	HOUR ROUTE	$	7800.00	8500.00	7525.00	NB	7896.00	6507.00	6682.00										
3	3	HOUR ROUTE	$	8400.00	9500.00	8015.00	NB	8600.00	6637.00	6969.00										
4	3	HOUR ROUTE	$	8800.00	10500.00	8225.00	NB	9359.00	6637.00	7344.00										
5	3	HOUR ROUTE	$	7000.00	11500.00	9450.00	NB	9859.00	7351.00	7697.00										
6	3	HOUR ROUTE	$	7000.00	12500.00	9625.00	NB	9859.00	8065.00	8007.00										
1	4	HOUR ROUTE	$	3300.00	NB	6912.50	NB	NB	NB	NB										
2	4	HOUR ROUTE	$	7000.00	NB	8137.50	NB	NB	NB	NB										
3	4	HOUR ROUTE	$	9500.00	NB	8400.00	NB	NB	NB	NB										
4	4	HOUR ROUTE	$	9250.00	NB	8575.00	NB	NB	NB	NB										
5	4	HOUR ROUTE	$	7500.00	NB	9450.00	NB	NB	NB	NB										
6	4	HOUR ROUTE	$	7500.00	NB	9625.00	NB	NB	NB	NB										
1	5	HOUR ROUTE	$	3300.00	NB	6387.50	NB	6415.00	NB	NB										
2	5	HOUR ROUTE	$	7250.00	NB	7437.50	NB	7896.00	NB	NB										
3	5	HOUR ROUTE	$	9500.00	NB	8750.00	NB	8742.00	NB	NB										
4	5	HOUR ROUTE	$	9500.00	NB	8925.00	NB	9613.00	NB	NB										
5	5	HOUR ROUTE	$	8500.00	NB	9187.50	NB	10318.00	NB	NB										
6	5	HOUR ROUTE	$	7500.00	NB	9450.00	NB	10818.00	NB	NB										
PRPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 3/31/16 Claudia Colasurdo Technical Coordinator

FORMAL SEALED BID

PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING, 1 WEST STREET,
NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
93927-03316-018

Dated: 03/03/2016

BID OPENING DATE
03/31/2016
11:00 A.M. D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
Vita Virgilio	516-571-6679	N/A

OPENED
OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: NASSAU COUNTY PRESCHOOL TRANSPORTATION (Zones 1-5)

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
Various Locations	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11-2017935

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	We Transport, Inc.				
ADDRESS	75 Commercial Street				
CITY	Plainview	STATE	NY	ZIP CODE 11803	TELEPHONE 516 349-8200
SIGNATURE OF AUTHORIZED INDIVIDUAL				PRINT OR TYPE NAME OF SIGNER AND TITLE	Carmen Tomeo, Chief Executive Officer

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: We Transport, Inc.

Address: 75 Commercial Street

Telephone No: 516 349-8200 Fax No: 516 349-8284

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY

WE TRANSPORT
incorporated

The beneficial ownership of We Transport, Inc. is as follows:

Jerry Marksohn, CIO
[redacted]

Steven B. Marksohn
[redacted]

Bart Marksohn, CFO
[redacted]

Helena Marksohn, Corporate Secretary
[redacted]

school bus co. 75 Commercial Street, Plainview, NY 11803 - Tel (516) 349-8200 - Fax (516) 349-8275 - www.wetransport.com

WE TRANSPORT

incorporated

The Board of Directors of We Transport, Inc. consists of the following:

Jerry Marksohn, CIO

[redacted]

Bart Marksohn, CFO

[redacted]

Helena Marksohn, Corporate Secretary

[redacted]

Carmen Tomeo, CEO

[redacted]

Cynthia Reed, CAO

[redacted]

Brian Marksohn, Treasurer

[redacted]

QUALIFICATION STATEMENT

BIDDER'S NAME: We Transport, Inc.

ADDRESS: 75 Commercial Street

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT Bart Marksohn [redacted]

VICE PRESIDENT Jerry Marksohn

SECRETARY Helena Marksohn

TREASURER Brian Marksohn

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? 5 years ago

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? Since 1963

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Carmen Tomeo	CEO	46 years	Managing Oprations, Safety + Maintenance	
Evelyn Adams	Director	24 years	mgt. positions in the schoolbus industry	
Tommy Richardson	Director	7 years - bus driver	30 years - management	

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

We Transport has been a major contractor for Nassau County Preschool since 1997 and we are very familiar with the proposed work.

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Carmen Tomeo, Chief Executive Officer

WE TRANSPORT

incorporated

CARMEN TOMEO, Executive Vice President

[redacted]

Phone: [redacted]

EDUCATION

1972-1976 Bachelor of Science, Business Administration — **Queens, NY**
St. John's University

EMPLOYMENT

1996-Present Executive Vice President,
Plainview, NY
WE Transport L.P./WE Transport/Towne Bus Corp.
1996-1998: Vice President of Sales and Service
1998-Present: Executive Vice President of Operations, Maintenance and Safety

1994-1996 Director of Long Island Operations, — **Hicksville, NY**
Laidlaw Transportation

1992-1994 Vice President of Operations and Corporate Development,
Hicksville, NY
VanCom Transportation, Inc.

1970-1991 VP of Operations, Maintenance and Safety
Roosevelt, NY
Tomfor Transportation
1991-1992: Vice President of Operation
1982-1991: Operations Manager
1976-1982: Dispatcher
1970-1976: Shop Personnel

CERTIFICATIONS

DMV 19A Examiner

REFERENCES

Available upon request

WE TRANSPORT
incorporated

THOMAS RICHARDSON , Director of Western Operations

[redacted]

Phone: [redacted]
tommyr@wetransport.com

Employment

1988 – Present **Director of Western Operations.**

*** Oversee the day to day operations throughout Nassau & Bedford N.Y.**

Responsible for overseeing of the operation of 4 Terminals :
Elmont ~ Hempstead – Plainview ~Bedford

4 Senior Dispatchers ~ 10 Dispatchers

Nassau County & Bedford ~ operating approximately 370 routes.

1986 ~ 1987 **School Bus Driver**
Courtesy Bus Company, Inc.

1985 ~ 1986 **School Bus Driver**
Educational Bus Company, Inc.

1980 ~ 1985 **School Bus Driver/ Transit Driver,**
Alert Coach/Acme Bus Company, Inc.

LICENSES/CERTIFICATION/TRAINING

1995 ~ Certified Certificate Customer Service, Perdue University ; Indiana Certified Drug and Alcohol Awareness Manager

2012 ~ Certificate of Compliance with the U.S. Department of Transportation regulations and Company Policy : Reasonable Suspicion (Training for Supervisors) required training Under 49CFR&382.307. meeting the US~DOT.

REFERENCES **Available upon request**

WE TRANSPORT

incorp[redacted]

[redacted]
Evelyn@Wetransport.com

Evelyn Adams

Objective

To obtain a position wherein I may utilize my vast knowledge of the school bus industry.

Experience

1998 – Present — **WE Transport Inc.** — **Plainview NY**

Director of Eastern Operations

- Overall Operations within the boundaries of Suffolk County.
- Responsible for 4 Depots Smithtown, Blue Point, Deer Park and Holtsville.
- Suffolk County consists of approximately 700 vehicles.
- Managing the 4 depots in which I have 9 direct reports and 13 dispatchers.

1996 – 1998 — **Laidlaw** — **Freeport, NY**

Branch Manager

- Responsible for approximately 225 vehicles on a day to day basis
- Gave directions to 6 dispatchers 2 safety supervisors, administration as well as Maintenance. As well as maintaining a budget for the location.

1995 – 1996 — **Vancom/Laidlaw Inc.** — **Hicksville, NY**

Branch Manager

- Responsible for approximately 200 vehicles daily
- Overall supervision to 4 dispatchers 1 safety supervisor and mechanics.
- Maintaining a company budget.

1993 – 1995

Jay Dee Tomfor/Vancom — **Roosevelt, NY**

Dispatcher

- Day to Day Dispatching of vehicles.
- Developed Excellence In Sales training course.

Education

Suburban Technical School — **Hempstead, NY**
Medical Assistant 1991 – 1993

John Jay HS 1981 — **Brooklyn, NY**

Interests

Children, Safety, Enhancing my knowledge and mental growth.

References

To be furnished upon request.

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Sachem Central School District

ADDRESS: 245 Union Avenue
Holbrook, NY 11741

TELEPHONE: 631 471 - 1380 CONTACT PERSON Stephen Shadbolt

CONTRACT DATE: September 2003

2. REFERENCE'S NAME: Smithtown Central School District

ADDRESS: 26 New York Avenue Unit 1
Smithtown, NY 11787

TELEPHONE: 631 382-4100 CONTACT PERSON Mary Augugliaro

CONTRACT DATE: The current contract is since September 2003 but we have done the Smithtown contract for over 20 years.

3. REFERENCE'S NAME: Plainview Central School District

ADDRESS: 106 Washington Avenue
Plainview, NY 11803

TELEPHONE: 516 349-5535 CONTACT PERSON Christopher Malone

CONTRACT DATE: Since 1971

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

Sachem Central School District at Holbrook

CHARLES MURPHY, Ed.D.
SUPERINTENDENT OF SCHOOLS

Stephen Shadbolt
Transportation Supervisor
245 Union Avenue
Holbrook, NY 11741

(631) 471-1380
FAX (631) 471-1385
Email: sshadbolt@sachem.edu

RE: Letter of Recommendation

January 29, 2016

To Whom It May Concern:

This letter is written to attest to the fact that Sachem Central School District at Holbrook has been very happy with the services that have been provided by WE Transport LP, Inc. and Towne Bus LLC. for the past several years. We have found the services provided over the years to be of a high quality. They have attended to all the needs of the students and the district in a very professional manner. They have worked closely with me and the Sachem staff to insure that even the smallest detail is handled correctly and as quickly as necessary. The safety staff is always looking into any concerns or issues that arise during the year. The personnel is willing to be involved with creative solutions to our problems.

Sachem CSD is one of the largest districts in New York State with over 13,000 students. We Transport LP, Inc. and Towne Bus LLC were awarded both contracts for transporting these student utilizing approximately 99 large buses and an estimated 95 vans. The vehicles and drivers that are used by these companies have proven to be very dependable.

If you require additional information regarding the services provided by this company, please do not hesitate to contact me.

Sincerely yours,

Stephen Shadbolt
Transportation Supervisor

SMITHTOWN CENTRAL SCHOOL DISTRICT
26 NEW YORK AVENUE, UNIT 1, SMITHTOWN, NEW YORK 11787-3435

School Transportation

Mary Augugliaro
Supervisor
(631) 382-4100
FAX (631) 382-4110

James J. Grossane, Ed. D.
Superintendent of Schools

SMITHTOWN CSD
26 NEW YORK AVE
SMITHTOWN, NY 11787

February 16, 2016

To Whom It May Concern:

The Smithtown Central School District has used the WE Transport, Inc. /Towne Bus contractor for the last twenty five years. We are a large Long Island public school district with over 10,500 students within a 35 square mile area.

WE Transport, Inc/Towne Bus has provided quality service for those students, utilizing over 84 large buses (66 passenger) as well as several mini buses for specialized service throughout the district. Our large bus service requires not only 'home to school', but late bus service as well.

Towne Bus has always provided the safest and most reliable transportation for us. We are extremely satisfied with the quality of their work and look forward to many more years of the same.

This recommendation comes with no financial interest in the bid and I am not a family member to anyone in the company.

Sincerely,

Mary Augugliaro

Mary Augugliaro
Transportation Supervisor

PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT
106 Washington Avenue, Plainview, New York 11803
(516) 434-3074 Fax (516) 937-6313
Health, Safety & Transportation Office
Christopher Malone, Assistant to the Superintendent
cmalone@pobschools.org

March 15, 2016

To Whom It May Concern:

This letter provides me with the opportunity to recommend WE Transportation as a candidate for providing transportation to your district. Upon working with WE I was quickly impressed by their professionalism and hands on approach to all aspects Pupil Transportation within our district.

I recognize in WE some of the characteristics that I have seen evidenced by a successful school transportation company. Their applied energy and work ethic along with their high level of integrity and sense of urgency, concerning the students of this district, will enable this company to prosper and expand on all future endeavors.

Hiring and keeping a dedicated team of drivers, dispatchers and security personnel is a large undertaking by anyone's definition. So to speak of WE and the fraternal relationships among their employees which I associate with this company is extraordinary to say the least.

I believe that their knowledge and understanding of both the public school arena and the safety of children has kept WE on a path that has equipped them with a skill set which will make them an asset to your organization.

WE Transport has been involved in successful revisions throughout their tenure with Plainview Old Bethpage UFSD and I have no doubt that they will continue to pursue this relationship in the future as they have become a respected and productive member of our school community.

With Sincere Regards,

Christopher Malone

Christopher Malone

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

A PRE BID CONFERENCE SHALL BE HELD PRIOR TO BID OPENING. ALL PARTIES INTERESTED SHALL BE AFFORDED THIS TIME TO CLARIFY THEIR INTERPETATION OF THE PROPOSED BID. ALL PARTIES/PROSPECTIVE VENDORS SHALL IDENTIFY THEMSELVES. COMPANY, AND OR PRODUCT/EQUIPMENT THEY ARE REPRESENTING ACTUAL DATE OF PRE CONFRENCE SHALL BE:

MARCH 11, 2016 at 10:00 A.M.

Purchasing Office
1 West Street
North Entrance
Mineola, NY 11501

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned ~~Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to~~ comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term

"County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: WE Transport Inc.

Dated: 5-25-16

Signed:

Print Name: Bart D Marksohn

Title: President

Rev. 12-2015

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Van Trans LLC

Address: 75 Commercial Street

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 56-2291520

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Sheets are attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Sheets are attached

VAN TRANS LLC

The beneficial ownership of Van Trans LLC is as follows:

Jerry Marksohn, CIO

[redacted]

Steven B. Marksohn

[redacted]

Bart Marksohn, CFO

[redacted]

Helena Marksohn, Corporate Secretary

[redacted]

VAN TRANS LLC

The Board of Directors of Van Trans LLC consists of the following:

Jerry Marksohn, CIO
[redacted]

Bart Marksohn, CFO
[redacted]

Helena Marksohn, Corporate Secretary
[redacted]

Carmen Tomeo, CEO
[redacted]

Cynthia Reed, CAO
[redacted]

Brian Marksohn, Treasurer
[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Towne Bus Corp

Towne Bus LLC

We Transport LLC (NY)

Van Trans LLC

WeTransport LLC - a Connecticut Company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). he term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/15/16

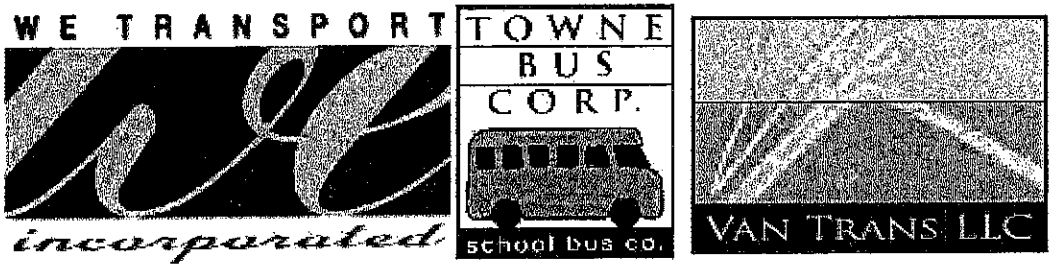
Signed:

Print Name: Carmen Tomeo

Title: Chief Executive Officer

The WE TRANSPORT™ – Family of Companies

(Its Subsidiaries and Affiliates)



Stock Ownership:

Bart D. Marksohn – 25%
Steven B. Marksohn - 25%
Jerome B. Marksohn - 25%
The Brian Marksohn-Schonberg Family 2010 Trust
(dtd 7/8/10) - 12.5%
(Bart D. Marksohn, Trustee)
The Jennifer Marks Golden Family 2010 Trust
(dtd 7/8/10) - 12.5%
(Bart D. Marksohn, Trustee)

WE Transport, Inc.

(Parent)

11-2017935

Towne Bus Corp

(a wholly owned subsidiary)

11-2221988

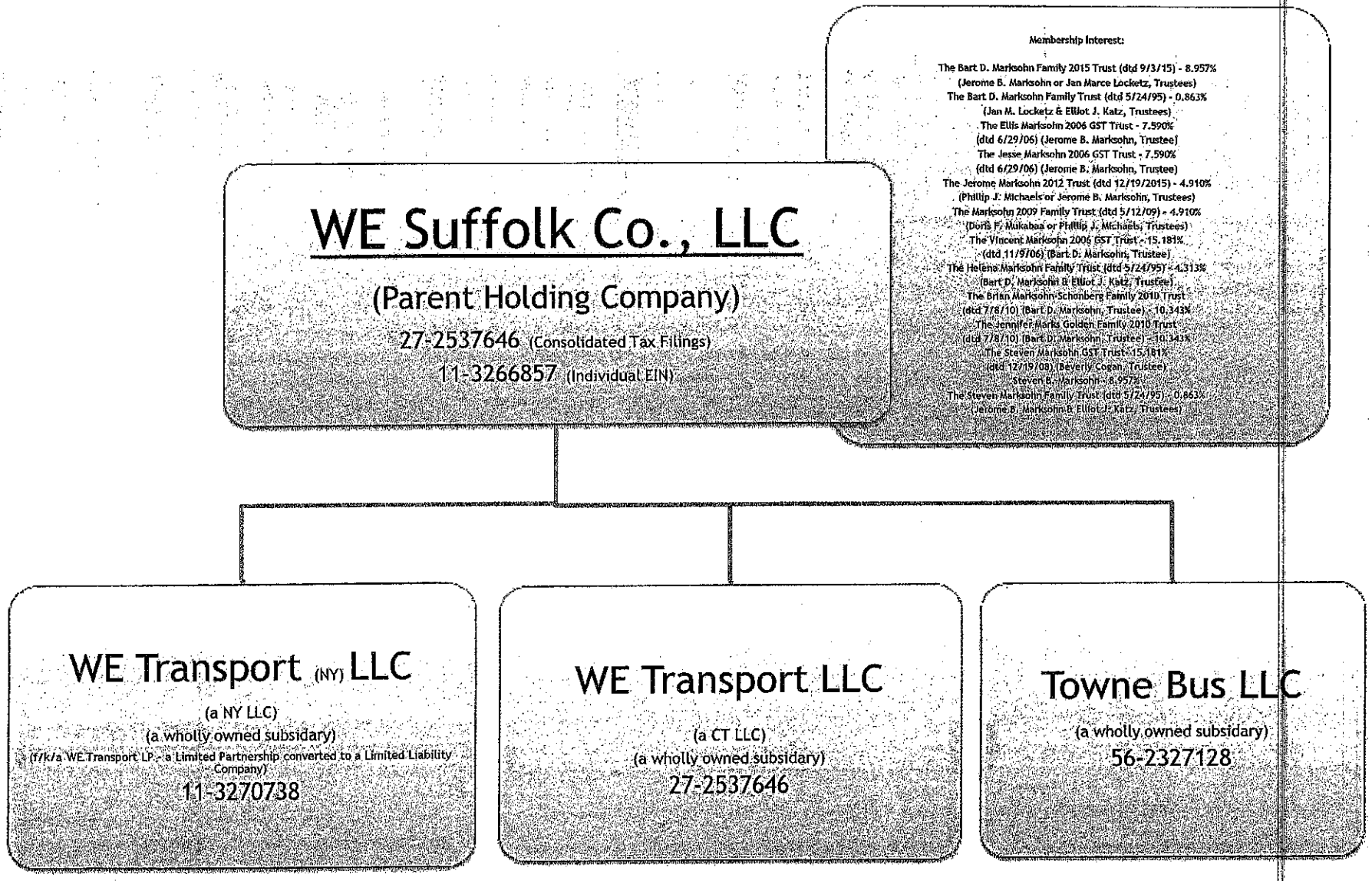
WE Business Management, Inc.

(a wholly owned subsidiary)

(f/k/a Towne Coach Tours, Inc.)

11-2679146

Effective 10.1.2014



Eff 12.31.2015

Membership Interest:

The Ellis Marksohn 2006 GST Trust - 12.5%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)

The Jesse Marksohn 2006 GST Trust - 12.5%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)

The Vincent Marksohn 2006 GST Trust - 25%
(dtd 11/9/06) (Bart D. Marksohn, Trustee)

The Steven Marksohn GST Trust - 25%
(dtd 12/19/08) (Beverly Cogan, Trustee)

The Brian Marksohn-Schonberg Family 2010 Trust
(dtd 7/8/10) (Bart D. Marksohn, Trustee) - 12.5%

The Jennifer Marks Golden Family 2010 Trust
(dtd 7/8/10) (Bart D. Marksohn, Trustee) - 12.5%

Van Trans LLC

(Parent)

56-2291520

Attendant LLC

(a wholly owned subsidiary)

46-2353806

Effective 12.31.2014

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: We Transport LLC

Address: 75 Commercial Street

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 27-2537646

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Sheets are attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Sheets are attached

WE TRANSPORT

Limited Liability Company

The beneficial ownership of We Transport, LLC is as follows:

Jerry Marksohn, CIO

[redacted]

Steven B. Marksohn

[redacted]

Bart Marksohn, CFO

[redacted]

Helena Marksohn, Corporate Secretary

[redacted]

The Board of Directors of We Transport LLC consists of the following:

Jerry Marksohn, CIO
[redacted]

Bart Marksohn, CFO
[redacted]

Helena Marksohn, Corporate Secretary
[redacted]

Carmen Tomeo, CEO
[redacted]

Cynthia Reed, CAO
[redacted]

Brian Marksohn, Treasurer
[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Towne Bus Corp

Towne Bus LLC

We Transport LLC (NY)

Van Trans LLC

We Transport LLC - a Connecticut Company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/15/16

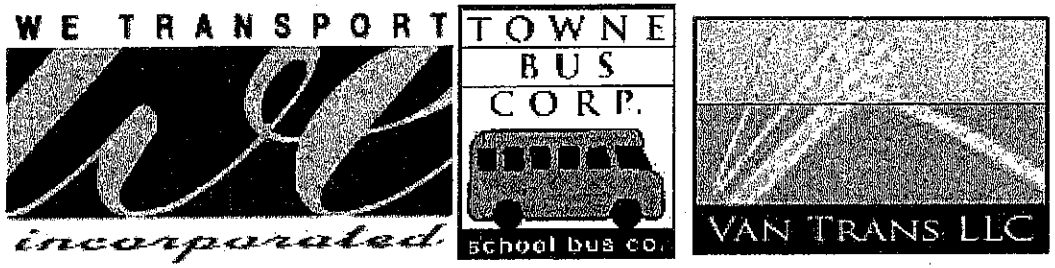
Signed:

Print Name: Carmen Tomeo

Title: Chief Executive Officer

The WE TRANSPORT™ – Family of Companies

(Its Subsidiaries and Affiliates)



Stock Ownership:

Bart D. Marksohn - 25%
Steven B. Marksohn - 25%
Jerome B. Marksohn - 25%
The Brian Marksohn-Schonberg Family 2010 Trust
(dtd 7/8/10) - 12.5%
(Bart D. Marksohn, Trustee)
The Jennifer Marks Golden Family 2010 Trust
(dtd 7/8/10) - 12.5%
(Bart D. Marksohn, Trustee)

WE Transport, Inc.

(Parent)

11-2017935

Towne Bus Corp

(a wholly owned subsidiary)

11-2221988

WE Business Management, Inc.

(a wholly owned subsidiary)

(f/k/a Towne Coach Tours, Inc.)

11-2679146

Effective 10.1.2014

WE Suffolk Co., LLC

(Parent Holding Company)

27-2537646 (Consolidated Tax Filings)

11-3266857 (Individual EIN)

Membership Interest:

The Bart D. Marksohn Family 2015 Trust (dtd 9/3/15) - 8.957%
(Jerome B. Marksohn or Jan Marce Locketz, Trustees)
The Bart D. Marksohn Family Trust (dtd 5/24/95) - 0.863%
(Jan M. Locketz & Elliot J. Katz, Trustees)
The Ellis Marksohn 2006 GST Trust - 7.590%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
The Jesse Marksohn 2006 GST Trust - 7.590%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
The Jerome Marksohn 2012 Trust (dtd 12/19/2015) - 4.910%
(Phillip J. Michaels or Jerome B. Marksohn, Trustees)
The Marksohn 2009 Family Trust (dtd 5/12/09) - 4.910%
(Doris F. Mukabaa or Phillip J. Michaels, Trustees)
The Vincent Marksohn 2006 GST Trust - 15.181%
(dtd 11/9/06) (Bart D. Marksohn, Trustee)
The Helena Marksohn Family Trust (dtd 5/24/95) - 4.313%
(Bart D. Marksohn & Elliot J. Katz, Trustee)
The Brian Marksohn-Schonberg Family 2010 Trust
(dtd 7/8/10) (Bart D. Marksohn, Trustee) - 10.343%
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(dtd 12/19/08) (Beverly Cogan, Trustee)
Steven B. Marksohn - 8.957%
The Steven Marksohn Family Trust (dtd 5/24/95) - 0.863%
(Jerome B. Marksohn & Elliot J. Katz, Trustees)

WE Transport (NY) LLC

(a NY LLC)
(a wholly owned subsidary)
(f/k/a WE Transport LP - a Limited Partnership converted to a Limited Liability Company)
11-3270738

WE Transport LLC

(a CT LLC)
(a wholly owned subsidary)
27-2537646

Towne Bus LLC

(a wholly owned subsidary)
56-2327128

Eff 12.31.2015

Membership Interest:
The Ellis Marksohn 2006 GST Trust - 12.5%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
The Jesse Marksohn 2006 GST Trust - 12.5%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
The Vincent Marksohn 2006 GST Trust - 25%
(dtd 11/9/06) (Bart D. Marksohn, Trustee)
The Steven Marksohn GST Trust- 25%
(dtd 12/19/08) (Beverly Cogan, Trustee)
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(dtd 7/8/10) (Bart D. Marksohn, Trustee) - 12.5%
The Jennifer Marks Golden Family 2010 Trust
(dtd 7/8/10) (Bart D. Marksohn, Trustee) - 12.5%

Van Trans LLC

(Parent)

56-2291520

Attendant LLC

(a wholly owned subsidiary)

46-2353806

Effective 12.31.2014

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Towne Bus Corp.

Address: 75 Commercial Street

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 11-2221988

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Sheets are attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Sheets are attached

TOWNE BUS CORP.
school bus co.

The beneficial ownership of Towne Bus Corp. is as follows:

Jerry Marksohn, CIO
[redacted]

Steven B. Marksohn
[redacted]

Bart Marksohn, CFO
[redacted]

Helena Marksohn, Corporate Secretary
[redacted]

COMMERCIAL ST.
PLAINVIEW, NY 11803
TEL (516) 349-8200
FAX (516) 349-8275
www.townebus.com

TOWNE BUS CORP.

school bus co.

The Board of Directors of Towne Bus Corp. consists of the following:

Jerry Marksohn, CIO

[redacted]

Bart Marksohn, CFO

[redacted]

Helena Marksohn, Corporate Secretary

[redacted]

Carmen Tomeo, CEO

[redacted]

Cynthia Reed, CAO

[redacted]

Brian Marksohn, Treasurer

[redacted]

COMMERCIAL ST.
PLAINVIEW, NY 11803
TEL (516) 349-8200
FAX (516) 349-8275
www.townebus.com

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Towne Bus Corp

Towne Bus LLC

We Transport LLC (NY)

Van Trans LLC

We Transport LLC - a Connecticut Company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/15/16

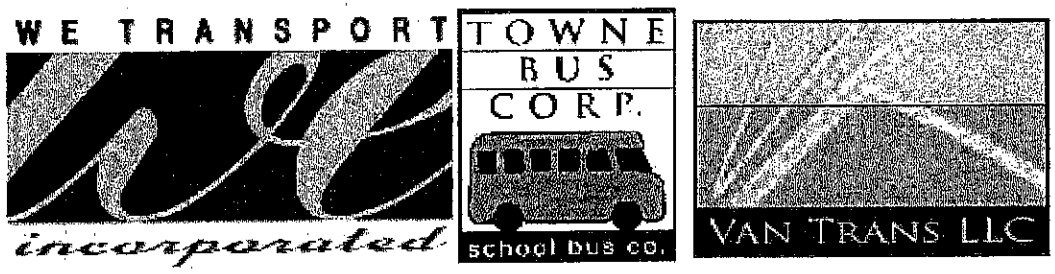
Signed:

Print Name: Carmen Tomeo

Title: Chief Executive Officer

The WE TRANSPORT™ – Family of Companies

(Its Subsidiaries and Affiliates)



Stock Ownership:

Bart D. Marksohn - 25%
Steven B. Marksohn - 25%
Jerome B. Marksohn - 25%
The Brian Marksohn-Schonberg Family 2010 Trust
(dtd 7/8/10) - 12.5%
(Bart D. Marksohn, Trustee)
The Jennifer Marks Golden Family 2010 Trust
(dtd 7/8/10) - 12.5%
(Bart D. Marksohn, Trustee)

WE Transport, Inc.

(Parent)

11-2017935

Towne Bus Corp

(a wholly owned subsidiary)

11-2221988

WE Business Management, Inc.

(a wholly owned subsidiary)

(f/k/a Towne Coach Tours, Inc.)

11-2679146

Effective 10.1.2014

WE Suffolk Co., LLC

(Parent Holding Company)

27-2537646 (Consolidated Tax Filings)

11-3266857 (Individual EIN)

Membership Interest:

The Bart D. Marksohn Family 2015 Trust (dtd 9/3/15) - 8.957%
(Jerome B. Marksohn or Jan Marce Locketz, Trustees)
The Bart D. Marksohn Family Trust (dtd 5/24/95) - 0.863%
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(Phillip J. Michaels or Jerome B. Marksohn, Trustees)
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(Doris F. Mukabaa or Phillip J. Michaels, Trustees)
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Steven B. Marksohn - 8.957%
The Steven Marksohn Family Trust (dtd 5/24/95) - 0.863%
(Jerome B. Marksohn & Elliot J. Katz, Trustees)

WE Transport (NY) LLC

(a NY LLC)
(a wholly owned subsidary)
(f/k/a WE Transport LP - a Limited Partnership converted to a Limited Liability Company)
11-3270738

WE Transport LLC

(a CT LLC)
(a wholly owned subsidary)
27-2537646

Towne Bus LLC

(a wholly owned subsidary)
56-2327128

Eff 12.31.2015

Membership Interest:
The Ellis Marksohn 2006 GST Trust - 12.5%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
The Jesse Marksohn 2006 GST Trust - 12.5%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
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Van Trans LLC

(Parent)

56-2291520

Attendant LLC

(a wholly owned subsidiary)

46-2353806

Effective 12.31.2014

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Towne Bus LLC

Address: 75 Commercial Street

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 56-2327218

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Sheets are attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Sheets are attached

TOWNE BUS LLC

school bus co.

The beneficial ownership of Towne Bus LLC is as follows:

Jerry Marksohn, CIO

[redacted]

Steven B. Marksohn

[redacted]

Bart Marksohn, CFO

[redacted]

Helena Marksohn, Corporate Secretary

[redacted]

75 COMMERCIAL ST.
INVIEW, NY 11803
(516) 349-8200
FAX (516) 349-8275
www.townebus.com

TOWNE BUS LLC

school bus co.

The Board of Directors of Towne Bus LLC consists of the following:

Jerry Marksohn, CIO

[redacted]

Bart Marksohn, CFO

[redacted]

Helena Marksohn, Corporate Secretary

[redacted]

Carmen Tomeo, CEO

[redacted]

Cynthia Reed, CAO

[redacted]

Brian Marksohn, Treasurer

[redacted]

75 COMMERCIAL ST.
NVIEW, NY 11803
(516) 349-8200
FAX (516) 349-8275
www.townebus.com

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Towne Bus Corp

Towne Bus LLC

We Transport LLC (NY)

Van Trans LLC

We Transport LLC - a Connecticut Company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/15/16

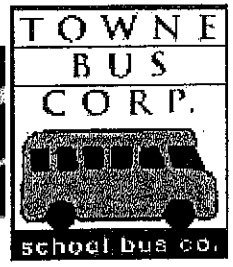
Signed:

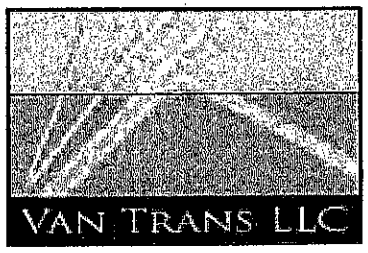
Print Name: Carmen Tomeo

Title: Chief Executive Officer

The WE TRANSPORT™ – Family of Companies

(Its Subsidiaries and Affiliates)





Stock Ownership:

Bart D. Marksohn - 25%
Steven B. Marksohn - 25%
Jerome B. Marksohn - 25%
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WE Transport, Inc.

(Parent)

11-2017935

Towne Bus Corp

(a wholly owned subsidiary)

11-2221988

WE Business Management, Inc.

(a wholly owned subsidiary)

(f/k/a Towne Coach Tours, Inc.)

11-2679146

Effective 10.1.2014

WE Suffolk Co., LLC

(Parent Holding Company)

27-2537646 (Consolidated Tax Filings)

11-3266857 (Individual EIN)

Membership Interest:

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(Jerome B. Marksohn or Jan Marce Locketz, Trustees)
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WE Transport (NY) LLC

(a NY LLC)
(a wholly owned subsidary)
(f/k/a WE Transport LP - a Limited Partnership converted to a Limited Liability Company)
11-3270738

WE Transport LLC

(a CT LLC)
(a wholly owned subsidary)
27-2537646

Towne Bus LLC

(a wholly owned subsidary)
56-2327128

Eff 12.31.2015

Membership Interest:
The Ellis Marksohn 2006 GST Trust - 12.5%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
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(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
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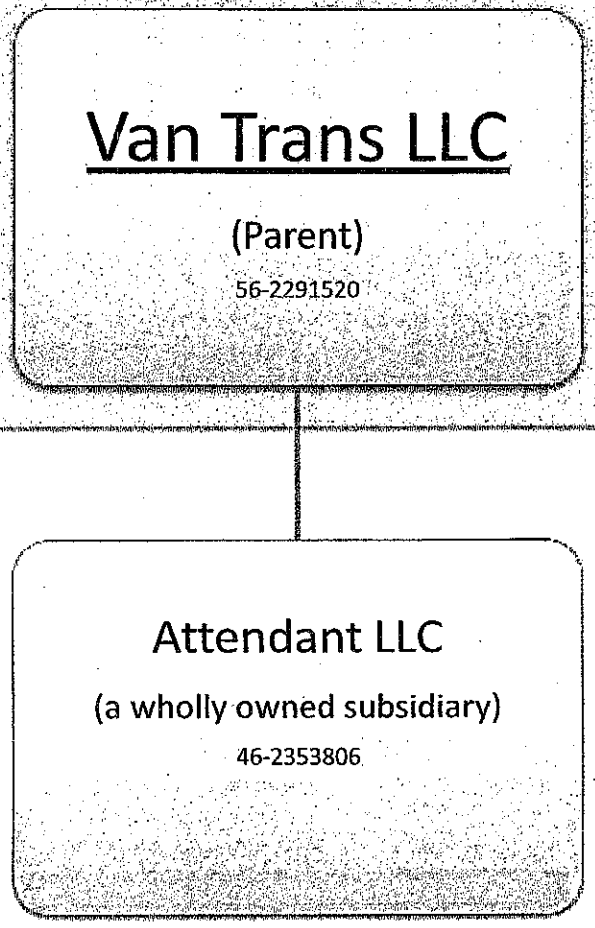


Effective 12.31.2014

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: We Transport LLC (NY)

Address: 75 Commercial Street

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 11-3270738

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Sheets are attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Sheets are attached

The beneficial ownership of We Transport, LLC (NY) is as follows:

Jerry Marksohn, CIO
[redacted]

Steven B. Marksohn
[redacted]

Bart Marksohn, CFO
[redacted]

Helena Marksohn, Corporate Secretary
[redacted]

The Board of Directors of We Transport , LLC (NY) consists of the following:

Jerry Marksohn, CIO
[redacted]

Bart Marksohn, CFO
[redacted]

Helena Marksohn, Corporate Secretary
[redacted]

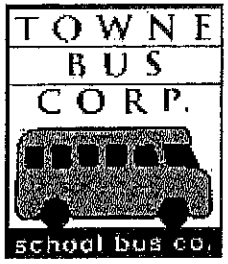
Carmen Tomeo, CEO
[redacted]

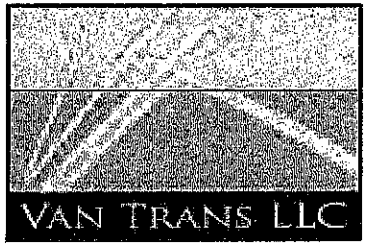
Cynthia Reed, CAO
[redacted]

Brian Marksohn, Treasurer
[redacted]

The WE TRANSPORT™ – Family of Companies

(Its Subsidiaries and Affiliates)





Stock Ownership:

Bart D. Marksohn - 25%
Steven B. Marksohn - 25%
Jerome B. Marksohn - 25%
The Brian Marksohn-Schonberg Family 2010 Trust
(dtd 7/8/10) - 12.5%
(Bart D. Marksohn, Trustee)
The Jennifer Marks Golden Family 2010 Trust
(dtd 7/8/10) - 12.5%
(Bart D. Marksohn, Trustee)

WE Transport, Inc.

(Parent)

11-2017935

Towne Bus Corp

(a wholly owned subsidiary)

11-2221988

WE Business Management, Inc.

(a wholly owned subsidiary)

(f/k/a Towne Coach Tours, Inc.)

11-2679146

Effective 10.1.2014

Membership Interest:

The Bart D. Marksohn Family 2015 Trust (dtd 9/3/15) - 8.957%
(Jerome B. Marksohn or Jan Marce Locketz, Trustees)
The Bart D. Marksohn Family Trust (dtd 5/24/95) - 0.863%
(Jan M. Locketz & Elliot J. Katz, Trustees)
The Ellis Marksohn 2006 GST Trust - 7.590%
(dtd 6/29/06) (Jerome B. Marksohn, Trustee)
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WE Suffolk Co., LLC

(Parent Holding Company)

27-2537646 (Consolidated Tax Filings)

11-3266857 (Individual EIN)

WE Transport (NY) LLC

(a NY LLC)

(a wholly owned subsidary)

(f/k/a WE Transport LP - a Limited Partnership converted to a Limited Liability Company)

11-3270738

WE Transport LLC

(a CT LLC)

(a wholly owned subsidary)

27-2537646

Towne Bus LLC

(a wholly owned subsidary)

56-2327128

Eff 12.31.2015

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Van Trans LLC

(Parent)

56-2291520

Attendant LLC

(a wholly owned subsidiary)

46-2353806

Effective 12.31.2014

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Towne Bus Corp

Towne Bus LLC

We Transport LLC (NY)

Van Trans LLC

We Transport LLC - a Connecticut Company

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/15/16

Signed:

Print Name: Carmen Tomeo

Title: Chief Executive Officer

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: We Transport, Inc

Address: 75 Commercial Street

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 11-2017935

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Sheets are attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Sheets are attached

WE TRANSPORT
incorporated

The beneficial ownership of We Transport, Inc. is as follows:

Jerry Marksohn, CIO
[redacted]

Steven B. Marksohn
[redacted]

Bart Marksohn, CFO
[redacted]

Helena Marksohn, Corporate Secretary
[redacted]

school bus co. 75 Commercial Street, Plainview, NY 11803 - **Tel (516) 349-8200** - Fax (516) 349-8275 - www.wetransport.com

The Board of Directors of Towne Bus LLC consists of the following:

Jerry Marksohn, CIO
[redacted]

Bart Marksohn, CFO
[redacted]

Helena Marksohn, Corporate Secretary
[redacted]

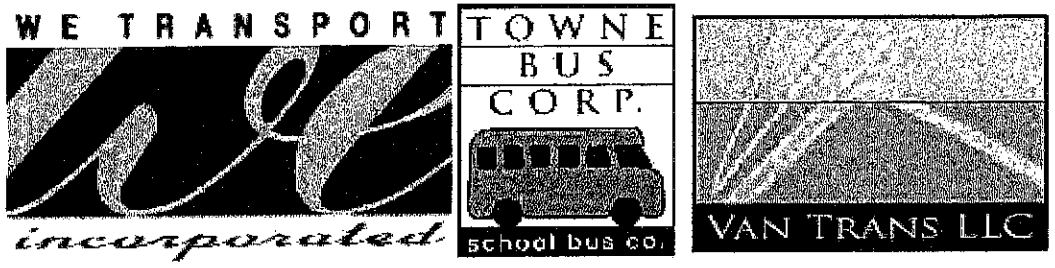
Carmen Tomeo, CEO
[redacted]

Cynthia Reed, CAO
[redacted]

Brian Marksohn, Treasurer
[redacted]

The WE TRANSPORT™ – Family of Companies

(Its Subsidiaries and Affiliates)



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Van Trans LLC

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56-2291520

Attendant LLC

(a wholly owned subsidiary)

46-2353806

Effective 12.31.2014

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/14/16

Signed: [signature]

Print Name: Carmen Tomeo

Title: Chief Executive Officer

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/5/16

1) Bidder's/Proposer's Legal Name: We Transport, Inc

2) Address of Place of Business: 75 Commercial Street, Plainview, NY 11803

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): _____

Phone: 516 349-8200

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 003778057

5) Federal I.D. Number: 11-2017935

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ✓ No ___ If Yes, please provide details: Resources are shared among the previously disclosed operating entities.

8) Does this business control one or more other businesses? Yes ✓ No ___ If Yes, please provide details: We Transport, Inc is the owner of Towne Bus Corp and We Business Management

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details. We Transport, Inc. is the owner of Towne Bus Corp. and We Business Management

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We currently comply with all the laws of the County of Nassau and will continue to do so. All employees are obligated to comply with all of the rules of the company.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; 1963

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Enclosed within the Bid documents

iii) Name, address and position of all officers and directors of the company; Enclosed within the Bid documents

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; approximately 2300

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments Our reputation for quality transportation
Executive Summary follows

viii) Copies of all state and local licenses and permits. On file. We will provide all relevant licenses and permits upon request as the list is quite extensive.

B. Indicate number of years in business. 57 years

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. We are the largest provider of preschool transportation on Long Island

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Sachem Central School District

Contact Person Stephen Shadbolt

Address 245 Union Avenue

City/State Holbrook, NY 11741

Telephone 631 471-1380

Fax # 631 471-1385

E-Mail Address sshadbolt@sachem.edu

Company Smithtown Central School District

Contact Person Mary Augugliaro

Address 26 New York Avenue Unit 1

City/State Smithtown, NY 11787

Telephone 631 382-4100

Fax # 631 382-4110

E-Mail Address

Company Plainview Central School District

Contact Person Christopher Malone

Address 106 Washington Avenue

City/State Plainview, NY 11803

Telephone 516 349-3074

Fax # 516 349-6313

E-Mail Address cmalone@pobschools.org

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Bart Marksohn
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 Commercial Street
   City/state/zip Plainview NY 11803
   Telephone 516 349-8200 ext 104
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 01 / 01 / 2015 Treasurer ___/___/___
   Chairman of Board 01 / 01 / 1998 Shareholder 01 / 01 / 1974
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer 01 / 01 / 1980 Partner ___/___/___
   Vice President 01 / 01 / 1998 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated

business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Bart Marksohn, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of March, 2016

Pamela Strunk
Notary Public

PAMELA STRUNK
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01-ST6052421
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES 12-18-2016

WeTransport, Inc
Name of submitting business

HM Bart Marksohn
Print name

Signature

President
Title

3 / 15 / 16
Date

Questions from Principal Questionnaire Form

3. I am a 25% stockholder in We Transport ,Inc.

5. Within the past three years I have been a principal officer at Towne Bus Corp., Van Trans LLC, We Transport LLC , Towne Bus LLC , We Transport LLC (NY).

6. Our list of contracts is extensive but our main contracts are County of Nassau , County of Suffolk , New York City , Smithtown Central School District , Sachem Central School District , Sewhanaka Central School District , Plainview – Old Bethpage , etc.

PRINCIPAL QUESTIONNAIRE FORM

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COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steve Marksohn

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 75 Commercial St

   City/state/zip Plainview, NY 11803

   Telephone 516 349-8200

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

   Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder since / 1974 HM

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other) Stockholder

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate age and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated

~~business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such~~ investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

ERTIFICATION

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I, Steve Marksohn, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of March, 2016

Pamela Strunk
Notary Public

PAMELA STRUNK
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01-ST6052421
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES 12-18-2018

We Transport, Inc.
Name of submitting business

Steve Marksohn
Print name

Signature

Stockholder
Title

3 / 15 / 16
Date

Questions from Principal Questionnaire Form

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PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Jerome Marksohn
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 Commercial St.
   City/state/zip Plainview, NY 11803
   Telephone 516 349-8200
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 01/01/1980 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder since 1974 HM
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 01/01/15 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details.

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Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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I, Jerry Marksohn, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 03 day of March, 2016

Pamela Strunk
Notary Public

PAMELA STRUNK
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01-ST6052421
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES 12-18-2018

We Transport, Inc.
Name of submitting business

Jerry Marksohn
Print name

Signature

Vice President
Title

03 / 15 / 2016
Date

Questions from Principal Questionnaire Form

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1. Principal Name Helena Marksohn

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 75 Commercial St.

   City/state/zip Plainview, NY 11803

   Telephone 516 349-8200

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I, Helena Marksohn, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of March, 2016

Pamela Strunk
Notary Public

PAMELA STRUNK
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01-ST6052421
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES 12-18-2018

We Transport, Inc
Name of submitting business

Helena Marksohn
Print name

Helena Marksohn
Signature

Corporate Secretary
Title

3 / 15 / 16
Date

Questions from Principal Questionnaire Form

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6. Our list of contracts is extensive but our main contracts are County of Nassau , County of Suffolk , New York City , Smithtown Central School District , Sachem Central School District , Sewhanaka Central School District , Plainview – Old Bethpage , etc.

Executive Summary

We Transport, Inc. has been a respected Long Island school bus operator for more than 50 years. During these five decades, we have provided our Nassau and Suffolk County, and New York City customers with transportation for home-to-school, parochial private, wheelchair-bound riders, other special-needs riders, as well as pre-school children { we have over 25 years of experience in transporting preschool children}. Our dedicated staff work together with the safety and wellbeing of our riders in mind at all times and with this team spirit we are propelled forward. Our customers have often referred to us as their "contractor of choice" as our concern for our customers, our riders, and their families is apparent in every way.

A culture of safety persists throughout our company. Our safety personnel are highly respected in the industry and have earned industry certifications attained by few. We Transport places an emphasis on safety that is second to none and it is this dedication to the safety of our customers that sets us apart.

We Transport's Safety Department firmly believes that safety starts with hiring the right people. We make every effort to ensure that we choose only the most responsible, skilled, and trustworthy candidates for employment and once a candidate is selected, our outstanding training programs begin. We go above and beyond industry standards, starting in our classroom. Our training and behind-the-wheel training programs educate and ensure that we are hiring only the most qualified individuals. Mandatory pre-employment drug testing and our extensive random drug and alcohol testing, that exceed the requirements of the DOT, further ensure that our entire workforce is drug and alcohol-free and in compliance with our strict zero-tolerance policy. We have a state of the art classroom on site that is approved by the National Safety Council and is utilized by outside agencies such as PTSI.

Additionally, we offer important reward/incentive programs to promote safety consciousness. Annual refreshers are scheduled for all drivers according to legal mandates and we work hard to make our refreshers as interesting and stimulating as possible. The required course material is carefully planned and our instructors go to great efforts to make the presentation professional and memorable.

Our 19A compliance record is outstanding. We believe that Article 19A has resulted in increased vigilance within the school bus industry and we have embraced these regulations from the start.

We Transport has an entire department dedicated to constructing and maintaining routes that are efficient and cost effective. Making use of both our advanced GPS system and our staff's wealth of knowledge, we develop routes that map out the most timely and direct itinerary for the highest level of efficiency.

Many of our vehicles are specially designed and built with Integrated Child Seats for special needs students. This feature ensures the safety of students by eliminating the potential of an external child seat separating from the actual seat providing the highest level of safety and security while allowing the driver, bus attendant and passenger a streamlined on/off solution.

We have long embraced technology. We installed our first computers in 1983 and have continually upgraded as the technology changed and advanced. Our company maintains a datacenter located at our headquarters in Plainview, New York where all operations data is kept. Every one of our dispatch yards and maintenance facilities is connected via broadband VPN tunneling to our headquarters giving us

maximum control of our data. We employ three full-time computer technicians and one full-time computer administrator to keep our systems running efficiently. Furthermore, our headquarters was designed with redundancy in mind and has been provisioned with two fiber optic T1 circuits. Dual 16kw UPS units and a 41kw natural gas driven generator provide clean and reliable backup power to our datacenter. Our data is backed up every night 365 days a year and copies are stored off site. Nobody knows what surprises a natural disaster can bring but we aim to avoid whatever calamities we are able to. In the aftermath of Hurricane Sandy, we were able to maintain 100% uptime of our datacenter despite wind damage to our building. Our headquarters' systems were ready to reconnect as soon as our yards came back online ensuring our ability to serve our customers when they needed us.

We use a variety of cameras in our fleet. The use of these cameras has statistically proven to be vital tools in helping drivers improve their overall driving skills. The installation of these cameras on our buses has also enabled We Transport to become overall a safer and more efficient vendor. We Transport will make all software available for viewing, playback and event searching by county personnel, when requested, and all camera use and video viewing will be consistent with the policies and procedures established by the county.

In line with our goal to continuously improve, we have two major technology projects in the works: 1) We are in the process of installing AVL units in all of our vans. 2) We are working with a respected developer to integrate our proprietary in-house systems with a sophisticated map-based routing program designed by the developer. This project is expected to result in the integration of our own client data with the data provided by our AVL units and will provide a comprehensive view of our fleet, our students, our schools, and our routes. The system has been in development for almost one year and we expect the project to move through a Pilot Phase in 2014 and into Full Implementation in 2016. This system should fundamentally alter and improve our operations so we can better manage our buses, our drivers, and our routes.

Our Maintenance Department is state of the art. The department is housed with the latest technology has to offer for the operation of large fleets. This technology allows us to provide ongoing preventive maintenance, which reduces the amount of time our vehicles are out of service for repair. . Our locations are staffed with technicians who are all ASE certified, CDL trained, and led by a Director of Maintenance who is a Certified Master School Bus Technician and ASE Certified. As a result of our Maintenance Department's dedication to preserving the function of our fleet our Nassau County DOT BUSNET scores currently exceed 98%.

One of the technological advances is our Wisdata software program, which we refer to as the "HEART" of our maintenance facilities. This system allows us to provide a PDA in the hand of each our technicians. These PDAs are state of the art and connect to our parts inventory and our suppliers enabling us to run a streamlined, efficient operation by maintaining a low inventory of necessary parts on hand.

Our Fuel Inventory systems are all computer controlled and are able to communicate with the cell phones of our Shop Managers giving us the ability to respond promptly and appropriately, even when our facilities are unmanned.

Fleet Codes allow us to track and keep control of all vehicles in our fleet. Each vehicle is given a specific number and then provided with a bar code, which ties into our software system. Utilizing these Fleet Codes, we can track down to the exact hour that a vehicle needs to be in our facility for maintenance and inspection.

The value of training in our Maintenance department is evident everyday. With the constant changes in the technological world, it is important for each member of our staff to be have access to both internal and external training. It is through this on-going training that our technicians are afforded the opportunity to advance through the technician skill classes and obtain industry certifications. These credentials enable our

technician to remain at high levels of competency and keeps We Transport , at the forefront of all school bus companies.

Communication is also of great importance to us. All of our yards conduct weekly meetings with the entire staff assigned to each yard in attendance. Upper management from our corporate office rotate throughout our various locations to observe and give input. Weekly meetings are used to cover current issues such as payroll, routes, equipment and labor. We also use the opportunity to discuss emergency preparations for various scenarios such as snow storms and hurricanes. A topic of the week is sent to our chief dispatchers and our operation managers to discuss during meetings. Topics range from Anti-Idling campaigns, safety initiatives, company policies, customer service and other significant messages.

We Transport strives to service our customers safely, efficiently and cost effectively. From Hiring and Safety, Operations and Maintenance, Customer Service to IT, each step of the way, working as a team, each department is dedicated to going above and beyond industry standards. We are committed to making certain we have the right people in every department; a principle that began more than fifty years ago that remains crucial to our ongoing mission.

CERTIFICATION

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I, Carmen Tomeo, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of March, 2016

Pamela Strunk
Notary Public

PAMELA STRUNK
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01-ST6052421
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES 12-18-2017

Name of submitting business: We Transport, Inc

By: Carmen Tomeo
Print name

Signature

Chief Executive Officer
Title

03 / 15 / 2016
Date

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing AN EARLY INTERVENTION (EI) AND PRESCHOOL TRANSPORTATION service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

BID SECURITY: Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND,** payable to the County of Nassau for: $2,000.00
Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

List the projects which your firm has under contract or has performed in the past few years which you feel will qualify you for this work:

APPROX. performed	Name & address of contract AMT.	Type of work contracting officer	Date
100 routes	Nassau County	Pre School	Since 1997
100 routes	Suffolk County	Pre School	1993
40 routes	New York City	(Carol Genovese is the contracting officer) Pre School) NYC DOT- Contracting officer	1995-2005

Bidder to submit an outline of their companies bus and van maintenance program.

Bidder to state its intended office and maintenance facility locations on Long Island; if bidder currently does not have such facilities, explain intended method for obtaining such facilities.

BIDDERS MUST SUBMIT THE FOLLOWING REGARDING ITS INSURANCE PROGRAM:

A. Insurance Companies providing bidders insurance for the past three years.
B. Current insurance broker used by your firm.

BIDDERS TO SUBMIT FINANCIAL DOUCMENTS AS FOLLOWS:

A. Annual report – last three years. A three year certified audited financial report will also be accepted. The certified financial report must be included with your response.
B. Dun & Bradstreet Report – (current) or any institution acceptable to the county of Nassau County.

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

NOTE:
THE CLAUSES CONTAINED IN THESE BID FORMS SET FORTH THE WISHES OF THE COUNTY IN REGARD TO THE SERVICES REQUIRED. HOWEVER, THE COUNTY RESERVES THE RIGHT TO WAIVE IRREGULARITIES, OMISSIONS, OR OTHER TECHNICAL DEFECTS IF, IN ITS JUDGMENT, THE BEST INTERESTS OF THE COUNTY WILL BE SERVED ACCORDINGLY.

INSURANCE

National Interstate Insurance Company is the current carrier for our Auto Liability, General Liability, and our Umbrella Policies. We have been with them since April 1 ,2007.

The address for National Interstate is 3250 Interstate Drive , Richfield, Ohio 44286. We Transport,Inc,'s current insurance broker is Keith Adams of P.A. Post Agency, L.L.C. who is located at ONE International Boulevard – Suite 405, Mahwah, NJ 07495.

Borg and Borg Agency , located at 148 E. Main Street , Huntington, NY 11743 , is currently the broker for our Worker's Compensation Policy. David Borg is the broker of record.

The insurance company for the Worker's Compensation Policy Is PMA Group – 380 Sentry Parkway , Blue Bell , PA 19422

P.A. Post Agency, L.L.C.
INSURANCE AGENTS & BROKERS
SINCE 1915

One International Blvd., Suite 405
Mahwah, NJ 07495-0025
Tel: 201.252.3010 • Fax: 201.252.3011
www.papost.com

March 9, 2016

County of Nassau
Office of Purchasing
1 West Street
Mineola, NY 11501

Re: **WE Transport, Inc.**
BID#93927-03316-018

Gentlemen:

This is to certify that in the event the above captioned bidder is awarded a contract(s) for the **County of Nassau Office of Purchasing,** we will be able to provide proper Automobile, General and Excess Liability insurance coverage to meet the specifications as outlined in the bid proposal.

Should you have any questions, please feel free to call me at ext. 3013.

Very truly yours,

Keith B. Adams

Keith B. Adams

KBA/jls

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
P.A. Post Agency, LLC
One International Blvd.
Suite 405
Mahwah NJ 07495-0025

CONTACT NAME: Keith Adams
PHONE (A/C, No, Ext): (201)252-3010 FAX (A/C, No): (201)252-3011
E-MAIL ADDRESS: kadams@postfinancial.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Interstate Ins. Co.	[redacted]
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED WE Transport, Inc.,Towne Bus Corp,
WE Transport, L.P., Towne Coach Tours, Inc.
Towne Bus, LLC
75 Commercial St.
Plainview NY 11803-2401

COVERAGES **CERTIFICATE NUMBER:** 16-17 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	1/1/2016	1/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 50,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			[redacted]	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) combined single limit	$ 5,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			[redacted]	1/1/2016	1/1/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	SEXUAL MISCONDUCT			[redacted]	1/1/2016	1/1/2017		$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, BUT ONLY AS RESPECTS TO THE OPERATIONS OF THE NAMED INSURED. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS NASSAU COUNTY, ITS AGENTS, OFFICERS, EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, AND LIABILITIES, IN LAW OR IN EQUITY, OF EVERY KIND OF NATURE WHATSOEVER, DIRECTLY OR PROXIMATELY RESULTING FROM, ARISING OUT OF OR CAUSED BY CONTRACTOR'S ACTIVITIES PURSUANT TO THIS AGREEMENT OR FROM ANY ACT OF OMISSION OR COMMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES, CONTRACTORS SHALL, AT COUNTY'S DEMAND, DEFEND, AT ITS OWN RISK AND EXPENSE ANY AND ALL SUITS, ACTIONS OR LEGAL PROCEEDINGS WHICH MAY BE BROUGHT OR INSTITUTED

CERTIFICATE HOLDER

COUNTY OF NASSAU
OFFICE OF PURCHASING
1 WEST STREET
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Keith Adams/JLS Keith B. Adams

COMMENTS/REMARKS

AGAINST COUNTY, ITS AGENTS, OFFICERS OR EMPLOYEES ON ANY SUCH CLAIM, DEMAND OR CAUSE OF ACTION, AND CONTRACTOR SHALL PAY AND SATISFY ANY JUDGEMENT OR DECREE WHICH MAY BE RENDERED AGAINST COUNTY, ITS AGENTS OFFICERS OR EMPLOYEES IN ANY SUCH SUIT ACTION OR OTHER LEGAL PROCEEDINGS.
30-DAY NOTICE OF CANCELLATION INCLUDED.
RE: BID#93927-03316-018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
COUNTY OF NASSAU OFFICE OF PURCHASING 1 WEST STREET MINEOLA, NY 11501
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

WETR100 OP ID: DH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2016

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Borg & Borg, Inc.
148 East Main Street
Huntington, NY 11743-

CONTACT NAME: Joann Conboy
PHONE (A/C, No, Ext): 631-673-7600 FAX (A/C, No): 631-351-1700
E-MAIL ADDRESS: joannc@borgborg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PMA Insurance Group	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WE Transport Inc, WE Transport LLC, WE Transport (NY) LLC
WE Business Management Inc
Towne Bus Corp
75 Commercial Street
Plainview, NY 11803

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		[redacted]	01/01/2016	01/01/2017	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

COUNTYN

County of Nassau
Office of Purchasing
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BIDDERS MAY TAKE EXCEPTION TO PARAGHRAPHS OF THIS BID UNDER A SEPARATE COVER LETTER TO BE ATTACHED TO THIS BID, INDICATING SPECIFIC BID PAGE, PARAGRAPH AND THE EXCEPTIONS. IN ANY EVENT, THE DECISION OF THE DIRECTORS OFFICE OF PURCHASING WILL BE FINAL.

PERFORMANCE SECURITY:
IN THE EVENT AN AWARD IS MADE HEREUNDER, THE SUCCESSFUL BIDDER HEREBY AGREES TO OBTAIN AND FILE WITH THE COUNTY OF NASSAU A RENEWABLE ONE (1) YEAR SECURITY IN THE AMOUNT EQUAL TO 100% OF THE CURRENT ANNUAL TOTAL COST BID WILL BE ACCEPTABLE TO THE COUNTY OF NASSAU, AND MUST BE RENEWED PRIOR TO THE ANNIVERSARY DATE OF EACH SUCCESSFUL YEAR OF THE CONTRACT, UP TO AND INCLUDING ITS' FIFTH (5) YEAR. SUCH SECURITY SHALL GUARANTEE THE FAITHFUL PERFORMANCE OF THE CONTRACT, IF REQUIRED BY THE DIRECTOR, OFFICE OF PURCHASING, OR HIS DESIGNEE, WITH THE UNDERSTANDING THAT THE WHOLE OR ANY PART THEREOF MAY BE USED BY THE COUNTY OF NASSAU TO SUPPLY ANY DEFICIENCY THAT MAY ARISE FROM THE DEFAULT OF THE CONTRACTOR. SAID SECURITY MUST REMAIN ON FILE WITH THE COUNTY FOR THE DURATION OF THE CONTRACT.

INSURANCE:

A. THE CONTRACTOR AGREES TO OBTAIN ALL INSURANCE REQUIRED UNDER THIS AGREEMENT AND TO OBTAIN APPROVAL OF SUCH INSURANCE FROM NASSAU COUNTY PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT. THE CONTRACTOR SHALL NOT ALLOW ANY SUBCONTRACTOR TO COMMENCE WORK ON HIS SUBCONTRACT UNTIL ALL SIMILAR INSURANCE HAS BEEN OBTAINED BY THE SUBCONTRACTOR AND APPROVED BY NASSAU COUNTY.

B. INSURANCE COVERAGE SHALL BE PROVIDED BY AN INSURANCE COMPANY LICENSED AS AN "ADMITTED CARRIER" BY THE NEW YORK STATE INSURANCE DEPARTMENT.

C. INSURANCE COVERAGE SHALL BE EVIDENCED BY A CERTIFICATE OF INSURANCE SUBMITTED IN A FORM ACCEPTABLE TO NASSAU COUNTY "ACCORD" OR OTHER BLANK CERTIFICATES ARE NOT ACCEPTABLE UNLESS ACCOMPANIED BY A LETTER OR TRANSMITTAL FROM THE COMPANY PROVIDING COVERAGE.

D. 30 DAYS NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION OF COVERAGE IS REQUIRED. THE INSURANCE COMPANY SHALL NOT BE RELEASED OF LIABILITY OR OBLIGATION TOWARDS FAILUER TO NOTIFY THE COUNTY AND THE TRANSPORTATION MANAGMENET COMPANY.

E. THE FOLLOWING WORDING SHALL APPEAR ON ALL CERTIFICATES:

"CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS NASSAU COUNTY, ITS AGENTS, OFFICERS, EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, AND LIABILITIES, IN LAW OR IN EQUITY, OF EVERY KIND AND NATURE WHATSOVEVER, DIRECTLY OR PROXIMATELY RESULTING FROM, ARISING OUT OF OR CAUSED BY CONTRACTOR'S ACTIVITIES PURSUANT TO THIS AGREEMENT OR FROM ANY ACT OF OMISSION OR COMMISSION OF CONTRACTOR, ITS OFFICERS , AGENTS, OR EMPLOYEES, CONTRACTOR SHALL, AT COUNTY'S DEMAND, DEFEND, AT ITS OWN RISK AND EXPENSE ANY AND ALL SUITS, ACTIONS OR LEGAL PROCEEDINGS WHICH MAY BE BROUGHT OR INSTITUTED AGAINST COUNTY, ITS AGENS, OFFICERS, OR EMPLOYEES ON ANY SUCH CLAIM. DEMAND OR CAUSE OF ACTION, AND CONTRACTOR SHALL PAY AND SATISFY ANY JUDGEMENT OR DECREE, WHICH MAY BE RENDERED AGAINST COUNTY, ITS AGENTS OFFICERS OR EMPLOYEES IN ANY SUCH SUIT ACTION OR OTHER LEGAL PROCEEDINGS."
CONTRACTUAL LIABILITY INSURANCE AS SPECIFIED IN PARAGRAPH G2, FOLLOWING SHALL BE PROVIDED TO INSURE THIS AGREEMENT.

NOTE: FOR ALL CONTRACTS WHICH ARE USED TO PROVIDE TRANSPORTATION FOR THE COUNTY OF NASSAU UNDER THE EI AND PRESCHOOL PROGRAM, THE COUNTY SHALL BE LISTED AS A SECOND ADDITIONAL INSURED PARTY.

F. THE INTEREST OF THE TRANSPORTATION MANAGEMENT COMPANY AS AN ADDITIONAL INSURED WITH NO RESPONSIBILITY FOR PAYMENT OF PREMIUM SHALL BE ADDED TO ALL POLICIES OTHER THAN WORKER'S COMPENSATION. EVIDENCE OF THIS EXTENSION SHALL BE SIGNED ENDORESEMENT TO THE POLICY, SUCH ENDORESEMENT TO BE SUBMITTED TO THE TRANSPORTATION MANAGEMENT COMPANY WITH THE APPLICABLE CERTIFICATE OF INSURANCE. MERE RECITATION OF THE ADDITIONAL INSUREDS INTEREST ON THE CERTIFICATE IS NOT ACCEPTABLE.

G. COVEREAGE SHALL BE OBTAINED, AND MAINTAIN THROUGHTOUT THE LIFE OF THE CONTRACT, AS FOLLOWS:

1. AUTOMOBILE LIABILITY

   FORM – COMPREHENSIVE AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, NON OWNED, AND HIRED AUTOS

   LIMITS – 10,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY

   NEW YORK STATE PERSONAL INJURY PROTECTION

2. GENERAL LIABILITY

   FORM – COMPREHENSIVE GENERAL LIABILITY, INCLUDING, BUT NOT LIMITED TO: PREMISES AND OPERATIONS, INDEPENDENT CONTRACTOR PRODUCTS AND COMPLETED OPERATIONS, C.G.L. BROAD FORM, PERSONAL INJURY, CONTRACTUAL LIABILITY.

   LIMITS – 10,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY ON WHICH THE <u>VENDOR AND COUNTY ARE EACH NAMED INSURED.</u>

3. WORKER'S COMPENSATION

   FORM – PROVIDING COVERAGE TO ALL EMPLOYEES IN ALL STATES WHERE OPERATIONS WILL BE PERFORMED UNDER THE TERMS OF THE CONTRACT.

   LIMITS – AS REQUIRED BY THE WORKERS' COMPENSATION LAW OF THE STATE OF NEW YORK, OR ANY STATE OR FEDERAL BODY HAVING JURISDICTION OVER THE LOCATION OF OPERATIONS BEING PERFORMED.

H. EXCESS LIABLITY LIMITS OVER AND ABOVE THE PRECEDING ARE RECOMMENDED.

I. NASSAU COUNTY SHALL BE THE SOLE JUDGE IN DETERMINING THE ACCEPTABLIITY OF INSURANCE AND WORKERS COMPENSATION REQUIREMENTS.

J. AUTO LIABILITY AND C.G.L. MUST NOT HAVE EXCLUSION OF SEXUAL MOLESTATION.

<u>INSURANCE CERTIFICATES</u>

UPON EXECUTION OF THE CONTRACT BY CONTRACTOR, THE CONTRACTOR SHALL FILE WITH NASSAU COUNTY COPIES OF CERTIFICATIONS VERIFYING SUCH COVERAGE. WHICH CERTIFICATES SHALL BE IN SUCH FORM AS ARE SATISFACTORY TO THE COUNTY OF NASSAU AND SHALL STATE:

A. THAT A POLICY WILL NOT BE CANCELLED NOR COVERAGE THEREUNDER BE REDUCED OR LIMITED WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO NASSAU COUNTY.

B. THAT A SIMILAR THIRTY (30) DAYS NOTICE WILL BE GIVEN TO NASSAU COUNTY GOVERNMENT PRIOR TO THE EXPIRATION OF THE POLICY IF SUCH COVERAGE IS NOT TO BE CONTINUED BY RENEWAL OR IF THE COVERAGE IS TO BE REDUCED OR LIMITED ON SUCH RENEWAL.

C. SUCH CERTIFICAQTES SHALL SHOW THE NAME AND ADDRESS OF THE INSURED CONTRACTOR, THE POLICY NUMBER, THE TYPE OF COVERAGE, AND THE INCEPTION AND EXPIRATION DATES. IT SHALL CLEARLY STATE WHAT COVERAGE, IF ANY, ARE EXCLUDED BY ENDORSEMENT OR SHALL OTHERWISE CLEARLY SET FORTH EXCEPTION TO WHAT APPEARS IN THE STANDARD PRINTED POLICY FORM ITSELF.

D. THERE SHALL BE NO DEDUCTIBLE UNDER THE GENERAL LIABILITY COVERAGE REQURIED HEREIN.

E. THE COUNTY RESERVES THE RIGHT TO MAKE DIRECT INQUIRY TO THE INSURANCE CARRIER AND THE CONTRACTOR AGREES TO ASSIST, IF NECESSARY, IN OBTAINING ANY SUCH DESIRED INFORMATION.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.
PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.
**********VENDOR CLAIM CERTIFICATION**********
If a claim voucher is not being submitted, the following certification MUST appear on the invoice:
I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name	**Date**
By Signature	**Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.
Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may

elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate

rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

"AWARDED" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

A. County Service Contract."County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than $25,000. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or

abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

b. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not :

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

B. An employee who does not provide any services contemplated under the County Service Contract in Question.

iii. or the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1 "Employee," "Employer"

c. Enter Into . "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is $25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount $25,000 or over, or if such amendment itself involves an expenditure of $25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than $25,000 and the original agreement already involves an expenditure of $25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than $50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over $50,000, or if such amendment itself involves an expenditure over $50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of $50,000 or less and the original agreement already involves an expenditure over $50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying $25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (assuming the Living Wage Law applies), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above

budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP) Foster
care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.

ii. Services under the Home Energy Assistance Program (HEAP)

Preventive services for children pursuant to the New York Social Services Law

Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. InterGovernmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain sub recipients is mandatory and non- discretionary.

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County

~~Employees covered by the collective bargaining agreement between the County and the Civil Service Employees~~

Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Carmen Tomeo (Name)

[redacted] (Address)

516 349-8200 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past ~~five years, Contractor~~ _____ ~~has~~ _____ has not been found by a court or a government ~~agency to have violated federal, state, or local laws regulating pa~~yment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

03/15/16
Dated

Signature of Chief Executive Officer

Carmen Tomeo
Name of Chief Executive Officer

Sworn to before me this

15 day of March, 2016.

Pamela Strunk
Notary Public

PAMELA STRUNK
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01-ST6052421
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES 12-18-2018

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

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

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 15th day of March, 2016 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: We Transport, Inc

Address: 75 Commercial Street

Street:

City, Town, etc: Plainview, NY, 11803

Telephone: 516 349-8200 Title: CEO

If applicable, responsible Corporate Officer

Name Carmen Tomeo Title Chief Executive Officer

Signature:

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at ***https://eproc.nassaucountyny.gov/SupplierRegister***

ENCLOSURE 1. DETAILED REQUISITES/SPECIFICATION

SCOPE :

IT IS THE INTENT OF THE COUNTY OF NASSAU TO PROPERLY DESCRIBE BY THESE SPECIFICATIONS, TERMS AND CONDITIONS FOR AN ADEQUATE METHOD OF PROVIDING FOR TRANSPORTATION OF STUDENTS REQUIRING SPECIALIZED TRANSPORTATION TO AND FROM APPROXIMATELY 40 SCHOOLS ON A DAILY BASIS. (THERE ARE APPROXIMATELY 1500 STUDENTS FOR THE AGENCY OR AGENCIES NAMED HEREIN IN ORDER THAT THEY MAY ENJOY UNINTERRUPTED SERVICE IN CONSIDERATION FOR PAYMENT OF THE PRICES BID).

TERM:

THE TERM FOR THIS CONTRACT IS THREE YEARS STARTING 9/1/2016 THROUGH 8/31/2019 WITH THE POSSIBILITY OF ONE, TWO YEAR EXTENSION. ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES

DEFINITIONS:

1. THE TERM "DEPARTMENT" AS USED HEREIN SHALL BE DEEMED AS THE DIVISION, BUREAU, OFFICE, AGENCY OF OTHER COUNTY ESTABLISHMENTS AUTHORIZED TO RECEIVE THE SERVICE SPECIFIED HEREIN AND WHO ARE IDENTIFIED BY NAME.

2. TRANSPORTATION MANAGEMENT COMPANY (TMC) IS DEFINED AS THE PROVIDER DESIGNATED BY THE DEPARTMENT TO COORDINATE, OVERSEE AND MONITOR SERVICES ON ITS BEHALF.

3. ZONE AS USED HEREIN IS A TRANSPORTATION SERVICE AREA DEFINED BY THE LOCATION OF A GROUP OF PRIMARY DESTINATION FACILITIES; ZONES ARE NOT DELINEATED BY GEOGRAPHIC BOUNDARIES.

4. DESTINATION FACILITY MEANS THE SCHOOL, AGENCY, OFFICE, LIBRARY OR ANY OTHER LOCATION AT WHICH A CHILD RECEIVES SERVICE(S) UNDER THE EARLY INTERVENTION OR PRESCHOOL PROGRAMS AND TO WHICH A DISABLED CHILD, AND IN SOME INSTANCES A CHILD'S PARENT(S), GUARDIAN(S), NURSE, SIBLINGS(S), OR OTHER AUTHORIZED PERSON MUST BE TRANSPORTED.

5. ROUTE TIME IS DEFINED TO BE THE PERIOD FROM THE TIME THE FIRST CHILD IS PICKED UP FOR THE FIRST SESSION TO THE LAST DESTINATION FACILITY SERVICED BY THE ROUTE. FOR DISMISSAL, ROUTE TIME IS TO BE CALCULATED FROM THE TIME THE BUS LEAVES THE DESTINATION FACILITY TO THE DROP-OFF OF THE LAST CHILD. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY. ACTUAL TIME VARIANCES FROM SCHEDULED TIME WHICH MAY OCCUR DUE TO TRAFFIC, WEATHER, STUDENT LOADING /UNLOADING AND OTHER CONDITIONS ARE NOT INCLUDED IN ROUTE TIME AND ARE NOT REIMBURSABLE.

6. ONE HOUR MIDDAY ROUTE IS DEFINED AS ONE BUS SCHEDULED TO DO A MIDDAY ROUTE BETWEEN THE HOURS OF 10:00 A.M. AND 1:30 P.M.

7. TWO HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO TWO HOURS OF ROUTE TIME PER DAY.

8. THREE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN TWO HOURS, BUT NOT EXCEEDING THREE HOURS OF ROUTE TIME PER DAY.

9. FOUR HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN THREE HOURS, BUT

NOT EXCEEDING FOUR HOURS OF ROUTE TIME PER DAY.

10. FIVE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FOUR HOURS, BUT NOT EXCEEDING FIVE HOURS OF ROUTE TIME PER DAY.

11. SIX HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FIVE HOURS, BUT NOT EXCEEDING SIX HOURS OF ROUTE TIME PER DAY.

12. SEVEN HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN SIX HOURS, BUT NOT EXCEEDING SEVEN HOURS OF ROUTE TIME PER DAY.

13. BUS, VAN, OR VEHICLE IS DEFINED AS EQUIPMENT MEETING THE SPECIFICATIONS NOTED IN THIS REQUEST FOR BID/CONTRACT TO BE USED IN TRANSPORTING AUTHORIZED CHILDREN.

14. CHILD, STUDENT IS DEFINED AS ANY CHILD AUTHORIZED BY THE COUNTY TO RECEIVE SERVICES.

15. MONITOR/AIDE MEANS A PERSON ASSIGNED TO A VEHICLE USED FOR SERVICES TO ASSIST A CHILD AND/OR DRIVER AND SHALL INCLUDE A REGULARLY SCHEDULED MONITOR OR SUBSTITUTE MONITOR.

PRICES:

SHALL REMAIN FIRM FOR THE FIRST YEAR OF THE CONTRACT AND NO UPWARD ESCALATION WILL BE PERMITTED. THE PRICES FOR YEARS 2-3 SHALL BE ADJUSTED ANNUALLY ON SEPTEMBER 1ST OF EACH YEAR BY MULTIPLYING THE INITIAL CHARGE IN EACH CATEGORY BY A FRACTION, THE NUMERATOR OF WHICH SHALL BE THE U.S. BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX FOR ALL URBAN CUSTOMERS (C.P.I.U.) FOR THE NY METROPOLITAN AREA FOR MAY OF SUCH YEAR AND THE DENOMINATOR OF WHICH SHALL BE THE INDEX FOR THE ANNUAL INCREASE OR DECREASE AMOUNT MAY BE LOWER THAN THE STIPULATED AMOUNT UPON MUTUAL AGREEMENT.

SCHOOL CALENDARS:

SCHOOL YEAR

A. THE CONTRACTOR AGREES TO CONFORM TO THE SEVERAL SCHOOL CALENDARS AND DAILY AND HOURLY TIME SCHEDULES OF THE VARIOUS SCHOOLS INVOLVED. THIS CONTRACT CALLS FOR NO LESS THAN 180 DAYS OF OPERATION DURING THE TEN MONTH SCHOOL PROGRAM AND NO LESS THAN 30 DAYS OF OPERATION FOR THE SUMMER PROGRAM. CALENDARS SHALL BE FURNISHED PRIOR TO EACH SCHOOL OPENING.

B. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE SCHOOL CALENDARS OF ALL SCHOOLS COVERED BY THIS CONTRACT FROM THE TRANSPORTATION MANAGEMENT COMPANY (TMC), AND FURTHER TO ADHERE TO THESE CALENDARS AT ALL TIMES UNLESS NOTIFIED BY THE TMC. THIS SHALL INCLUDE ANY SPECIAL SCHEDULES FOR SHORTENED SESSION FOR ALL SCHOOLS COVERED BY THIS CONTRACT.

C. THE COUNTY OF NASSAU RESERVES THE RIGHT TO CHANGE THE SCHOOL HOURS OF ANY OR ALL GRADES, OR OF ANY OR ALL SCHOOLS AT ANY TIME PRIOR TO THE ISSUANCE OF THE CONTRACT AND AT ANY TIME THEREAFTER. THE COUNTY OF NASSAU RESERVES THE RIGHT TO ADD DESTINATION SCHOOLS AND TO CHANGE DESTINATION SCHOOLS, SCHOOL CALENDARS, STUDENT POPULATION, AND TIME SCHEDULES AS THE NEED MAY ARISE.

D. THE COUNTY OF NASSAU AND/OR THE TMC MAY PROVIDE THE CONTRACTOR WITH SCHEDULES AND ROUTES FOR THE TRANSPORTATION SERVICE. IT IS ANTICIPATED THAT THE CONTRACTOR WILL GENERALLY PREPARE SCHEDULES AND ROUTES, AND SUBMIT SAME FOR REVIEW AND APPROVAL BY THE TMC NO LATER THAN AUGUST 15TH FOR THE FALL SCHOOL PROGRAM AND NO LATER THAN JUNE 15TH FOR THE SUMMER PROGRAM.

SAFETY REGULATIONS:

THE CONTRACTOR SHALL COMPLY WITH ALL NEW YORK STATE, COUNTY AND TOWN RULES AND REGULATIONS. THE CONTRACTOR MUST SECURE THE NECESSARY PERMITS TO RIDE ON THE PARKWAYS. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS REGARDING DRIVER, MONITORS, SAFETY DEVICES AND TRAINING OF THE NEW YORK STATE EDUCATION DEPARTMENT AND THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR'S ATTENTION IS ESPECIALLY DIRECTED TO THE SAFETY LOAD REQUIREMENTS OF THE APPROPRIATE AGENCIES OF THE STATE OF NEW YORK. THE LEGAL CARRYING CAPACITY OF THE BUS SHALL NEVER BE EXCEEDED.

GENERAL SAFETY:

THE SUCCESSFUL CONTRACTOR SHALL SATISFY THE COUNTY OF NASSAU THAT THE STUDENTS SHALL BE CONVEYED SAFELY. THE DUTIES AND OBLIGATIONS IN RELATION THERETO PURSUANT TO THIS CONTRACT SHALL BE PERFORMED FAITHFULLY BY THE SAID CONTRACTOR WHO SHALL, AT ALL TIMES, EXERCISE PROPER SUPERVISION OVER ALL BUS DRIVERS. DEFENSIVE DRIVING SHALL BE TAUGHT TO AND PRACTICED BY ALL DRIVERS OF BUSES UTILIZED TO PROVIDE SERVICE UNDER THIS CONTRACT. THE CONTRACTOR SHALL ALSO IMPRESS UPON THE DRIVERS THAT THEY SHALL COOPERATE WITH THE TMC, THE SCHOOL AUTHORITIES, PUBLIC OFFICIALS AND PARENTS WHO ALSO HAVE A RESPONSIBILITY FOR SAFELY TRANSPORTING THE CHILDREN.

SAFETY PRACTICES:

EACH BUS DRIVER MUST OBSERVE THE FOLLOWING RULES OF SAFETY. ANY DRIVER NOT COMPLYING WITH THESE RULES AND OTHER LEGAL MANDATES IS SUBJECT TO DISMISSAL BY THE CONTRACTOR, UPON REQUEST FOR SUCH DISMISSAL BY THE COUNTY OF NASSAU AND/OR THE TMC.

A. **SCHOOL BUS PASSING LAW:** THE DRIVER SHALL NOT RELY ON ANY MOTORIST TO OBSERVE THE SCHOOL BUS PASSING LAW BUT MUST BE SO CAUTIOUS THAT THE CHILDREN ARE SAFE EVEN IF A MOTORIST VIOLATES THE LAW. IT IS THE DUTY OF EACH DRIVER TO REPORT VIOLATION OF THE SCHOOL BUS PASSING LAW.

B. **CHILDREN LEAVING THE BUS:** NO CHILD IS PERMITTED TO DISEMBARK FROM THE BUS UNLESS ESCORTED BY A PARENT OR AUTHORIZED ADULT.

C. IT IS THE DRIVERS RESPONSIBILITY TO BE CERTAIN THAT ALL CHILDREN HAVE LEFT THE BUS AT THE END OF EACH RUN (AT DESTINTATION FACILITY OR HOME). CHECK ALL AREAS OF THE VEHICLE FOR SLEEPING CHILDREN.

DRIVERS:

A. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST BE NO LESS THAN 21 YEARS OF AGE AND MUST BE IN COMPLIANCE WITH ALL RULES, REGULATIONS AND SECTION OF ARTICLE 19A. IN ADDITION, ALL REGULAR AND SUBSTITUTE DRIVERS MUST BE IN COMPLIANCE WITH AND HAVE A COMMERCIAL DRIVERS LICENSE (CDL) WITH A PASSENGER ENDORSEMENT ("P" ENDORSEMENT). ALL DRIVERS CURRENTLY EMPLOYED BY THE CONTRACTOR MUST HAVE SUCCESSFULLY COMPLETED AN APPROVED 20-HOUR STATE EDUCATION COURSE. ALL DRIVERS HIRED AFTER THE START OF THE CONTRACT MUST BE ENROLLED IN AN APPROVED 20 HOUR STATE ED COURSE WITHIN THE FIRST 20 DAYS OF EMPLOYMENT WITH COMPLETION IN 6 MONTHS.

B. EACH REGULAR OR SUBSTITUTE BUS DRIVER SHALL BE EXAMINED BY A PHYSICIAN PRIOR TO THE BEGININNG OF SERVICE. AN EXAMINATION TO DETERMINE THE PHYSICAL CONDITION OF EACH

DRIVER SHALL BE REPORTED BY THE PHYSICIAN ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. SUCH PHYSCIAL EXAMINATION SHALL BE CONDUCTED WITHIN FOUR WEEKS PRIOR TO THE BEGININNG OF SERVICE IN EACH SCHOOL YEAR. CONTRACTORS ARE REQUIRED TO PROVIDE A COPY OF SEC. 6.11 & 6.12 OF ARTICLE 19A TO ALL PHYSICIANS USED FOR DRIVERS' PHYSICALS.

C. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN APPLICATION FOR A POSITION ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. THE APPLICATION MUST BE SUBMITTED ANNUALLY TO THE DEPARTMENT/TMC FOR APPROVAL. NO REGULAR OR SUBSTITUTE DRIVER IS TO BE ASSIGNED TO PERFORM ANY PART OF THIS CONTACT PRIOR TO SUCH APPROVAL BY THE DEPARTMENT/TMC.

D. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN ANNUAL REPORT OF HIS DRIVING RECORD FOR REVIEW AND APPROVAL BY THE DEPARTMENT/TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION.

E. THE CONTRACTOR MUST PROPERLY INVESTIGATE THE ABILITY AND CHARACTER OF ALL BUS DRIVERS (REGULAR AND SUBSTITUTE) AND MUST CERTIFY THEM TO THE DEPARTMENT/TMC. THE INVESTIGATION MUST INCLUDE A CRIMINAL BACKGROUND CHECK AND FINGERPRINTING OF ALL DRIVERS AND MONITORS TO BE UTILIZED IN COMPLIANCE WITH LOCAL LAW 6-1995. THE CONTRACTOR MUST SUBMIT TO THE TMC A COMPLETE LIST OF ALL ACCIDENTS DURING THE PAST THREE YEARS FOR ANY BUS DRIVER TO BE ASSIGNED TO THIS CONTRACT PRIOR TO THE START OF SERVICE IN SEPTEMBER, FOR THE SCHOOL YEAR. SUCH LISTS ARE TO BE PREPARED BY AND ON THE STATIONARY OF THE CONTRACTOR'S INSURANCE CARRIER.

F. DRIVING ABSTRACTS MUST BE PROVIDED TO THE TMC BY THE CONTRACTOR, ON EACH DRIVER EMPLOYED BY THE CONTRACTOR FOR HANDICAPPED STUDENT TRANSPORTATION, ON OFFICIAL STATIONARY OF THE MOTOR VEHICLE BUREAU PRIOR TO THE START OF EMPLOYMENT.

G. DRIVERS SHALL OTHERWISE COMPLY WITH ALL REQUIREMENTS OF ARTICLE 19A AND THE REGULATIONS OF THE COMMISSIONER OF EDUCATION IN ADDITION TO ALL OTHER REGULATIONS OR STATUTES TO WHICH SUCH DRIVER MUST BE SUBJECT. THE COUNTY AND/OR THE TMC RESERVES THE RIGHT TO REJECT OR REQUIRE REPLACEMENT OF DRIVERS WITHOUT BEING LIMITED TO CONSIDERATIONS OF HEALTH AND DRIVING RECORD.

H. THE CONTRACTOR SHALL MAINTAIN REASONABLE PRECAUTIONS TO SEE THAT HE IS INFORMED AS TO THE ON OR OFF-THE-JOB INVOLVEMENT'S OF EMPLOYEES. SHOULD IT THEREBY COME TO THE ATTENTION OF THE CONTRACTOR THAT ANY EMPLOYEE HAS BEEN, OR IS REPUTED TO HAVE BEEN, INVOLVED IN ANY CRIME OR ACT WHICH MIGHT RAISE ANY DOUBTS AS TO HIS FITNESS FOR WORK WITH CHILDREN, IT SHALL BE THE DUTY OF THE CONTRACTOR TO IMMEDIATELY INVESTIGATE SUCH ACT(S) OR ALLEGATION(S). OF PARTICULAR IMPORTANCE WOULD BE MORAL CRIMES OR AUTOMOBILE ACCIDENTS.

I. THE CONTRACTOR SHALL REGISTER WITH THE NYS DMV'S BUS DRIVER UNIT (BDU) AS A CONTRACT HOLDER. THE CONTRACTOR SHALL REGISTER ITS COUNTY CONTRACT WITH THE NYSDOH BUREAU OF EI AND CLEAR ALL DRIVERS AND MONITORS THROUGH THE NEW YORK STATE CENTRAL REGISTRY. THE CONTRACTOR MUST RECEIVE A SATISFACTORY RESPONSE BEFORE ANY ROUTES BEGIN. DRIVERS AND MONOTORS SHALL BE CLEARED ANNUALLY THEREAFTER.

J. IT SHALL BE THE DUTY OF A MONITOR TO ASSIST THE DRIVER IN THE SUPERVISION OF THE CHILDREN WHILE THE VEHICLE IS IN TRANSIT. FOR THIS PURPOSE, THE MONITOR SHALL SIT IN THE REAR OF EACH VEHICLE SO THAT STUDENTS ARE FULLY SUPERVISED.

K. BUS DRIVER SHALL BE REQUIRED TO REPORT TO THEIR SUPERVISORS ANY UNUSUAL INCIDENT OR ANY ACCIDENT WHILE TRANSPORTING STUDENTS TO OR FROM THE DESTINATION FACILITY ON THE DAY THEY OCCUR. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WRITTEN REPORT TO THE TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS FOR THE COMMISSIONER OF EDUCATION OR A FORM MUTUALLY AGREED UPON BY THE TMC AND THE CONTRACTOR.

L. MEDICALS, DRIVER APPLICATIONS, RENEWAL FORMS, IF APPLICABLE, DRIVING RECORDS, CHARACTER REFERENCES, LIST OF ACCIDENTS, AND DRIVING ABSTRACTS MUST BE FILED WITH THE TMC TWO WEEKS PRIOR TO START OF TRANSPORTATION.
ALL REPLACEMENT AND SUBSTITUTE DRIVERS' REQUIRED PAPERS, AS OUTLINED ABOVE, MUST ALSO BE FILED WITH THE TMC PRIOR TO THEIR ASSIGNMENT TO ANY CONTRACTED VEHICLE FOR HANDICAPPED STUDENT TRANSPORTATION.

M. ALL RUNS SHALL HAVE A STEADY DRIVER, VEHICLE, AN APPROVED MONITOR AND A SUFFICIENT AMOUNT OF EXPERIENCED SUBSTITUTES TO COVER BOTH DRIVER AND MONITOR. ALL DRIVERS AND MONITORS SHALL BE INFORMED THAT IN CASE OF AN EMERGENCY AND RADIO CONTACT CANNOT BE MADE, THAT 911 IS TO BE CALLED.

N. THERE SHALL BE NO PRIVATE AGREEMENTS MADE BETWEEN DRIVERS AND PARENTS THAT MAY ALTER THE ASSIGNED ROUTE. ALL REQUESTS FOR ANY CHANGES SHALL BE MADE THROUGH THE SCHOOL, THE TMC AND THE CONTRACTOR.

O. IN CASES OF OPEN RUNS (NO DRIVER ASSIGNED OR THE DRIVER LEAVES THE EMPLOY OF THE CONTRACTOR), THE RUN SHALL BE COVERED BY AN EXPERIENCED SUBSTITUTE, WHO WILL REMAIN ON RUN UNTIL SUCH TIME AS THE NEW DRIVER KNOWS THE RUN THOROUGHLY.

P. DRY RUNS MUST BE MADE FOR ALL SCHOOLS PRIOR TO OPENING SESSIONS IN SEPTEMBER AND JULY, ALSO WHENEVER A ROUTE CHANGES AFFECTING PICK-UP AND DROP-OFF SCHEDULES, PARENTS/GUARDIANS MUST BE NOTIFIED OF APPROXIMATE PICK-UP TIMES FOR THEIR CHILDREN. A LIST OF PARENT/GUARDIAN NOTIFICATION, WITH TIME, DATE AND SIGNATURE OF PERSON(S) NOTIFIED MUST BE SUBMITTED TO THE TMC FIVE BUSINESS DAYS PRIOR TO THE START OF THE SCHOOL YEAR. IN CASES WHERE DIRECT NOTIFICATION CANNOT BE MADE, TELEPHONE NOTIFICATION MUST BE MADE. THE TIME, DATE AND NAME OF THE PERSON (S) NOTIFIED WILL BE SUBMITTED AS ABOVE, SIGNED BY THE PERSON MAKING SAID NOTIFICATION.

Q. THE CONTRACTOR SHALL PROVIDE TO ALL REGULAR AND SPARE DRIVERS THE FOLLOWING: MAP BOOKS OF NASSAU COUNTY THAT MUST BE CARRIED WITH THEM AT ALL TIMES; ROUTE SHEETS WITH CHILDREN'S NAMES, ADDRESSES, PHONE NUMBERS, EMERGENCY PHONE NUMBERS, AND A MAP WITH STREET AND TURN DETAILS; I.E. (R) ON MAIN ST. (L) ON ELM (E) ON SS PKWY FROM 1ST SCHEDULED PICK-UP TO ARRIVAL AT LAST DESTINATION FACILITY AT DISMISSAL FROM FIRST SCHEDULED DISMISSAL TO LAST SCHEDULED DROP-OFF. DRIVERS SHALL RECEIVE UPDATED MAPS AND DIRECTIONS AS THEY OCCUR. THE TIMC SHALL RECEIVE THE ABOVE MENTIONED FOR THEIR RECORDS AND APPROVAL.

R. THE CONTRACTOR MUST CERTIFY THAT ALL DRIVERS AND MONITORS ARE DRUG AND ALCOHOL FREE. DRUG AND ALCOHOL TESTING MUST BE ADMINISTERED TO ALL OPERATORS AND MONITORS ON THE FOLLOWING BASIS: PRE-EMPLOYMENT, POST ACCIDENT, REASONABLE CAUSE AND RANDOM. THIS CERTIFICATION MUST BE SUBMITTED ON A FORM THAT IS MUTUALLY AGREED ON BY THE TMC AND THE CONTRACTOR.

S. ALL DRIVERS' PHYSICALS MUST INCLUDE A STANDARD MANTOUX SKIN TEST FOR TUBERCULOSIS (A TINE TEST IS NOT ACCEPTABLE).

DUTIES AND CONDUCT OF DRIVERS

A. DRIVERS SHALL BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAW, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

B. DRIVERS SHALL BE REQUIRED TO COOPERATE FULLY WITH THE DEPARTMENT/TMC IN ASSURING THAT STUDENTS SHALL COMPLY WITH DEPARTMENT/TMC STANDARDS OF BEHAVIOR AND SHALL REPORT DISCIPLINARY PROBLEMS PROMPTLY TO THE TMC MANAGEMENT OFFICE.

C. DRIVERS SHALL REPORT ALL ACCIDENTS, CHARGES OF MOTOR VEHICLE INFRACTIONS OR VIOLATIONS OR UNUSUAL SITUATIONS AND OR TRIP INTERRUPTIONS TO THE DEPARTMENT/TMC (ON APPROVED FORMS).

D. BUS DRIVERS SHALL WEAR A BUS UNIFORM WHICH MAY CONSIST OF A SHIRT, SWEATER OR JACKET.

E. BUS DRIVERS SHALL NOT SMOKE, EAT, DRINK ANY LIQUID, BE UNDER THE INFLUENCE OF A CONTROLLED SUBSTANCE OR MEDICATION, OR PERFORM ANY ACT, OR CONDUCT THEMSELVES IN ANY MANNER WHICH MAY IMPAIR THE SAFE OPERATION OF A VEHICLE WHILE SUCH VEHICLE IS TRANSPORTING STUDENTS.

F. ALL VEHICLES MUST BE SECURED IN A BUS YARD AT THE END OF EVERY ROUTE. NO BUSES ARE PERMITTED TO BE TAKEN HOME AT THE END OF THE DAY.

G. DRIVERS ARE REQUIRED TO BE IN THE BUS DURING THE LOADING AND UNLOADING OF PASSENGERS TO SUPERVISE SUCH LOADING AND UNLOADING. BUSES ARE NEVER TO BE LEFT UNATTENDED ON SCHOOL PROPERTY UNLESS THE IGNITION IS OFF, EMERGENCY BRAKE ON, BUS DOORS CLOSED AND IGNITION KEYS IN DRIVER'S POSSESSION AT ALL TIMES.

H. DRIVERS ARE REQUIRED TO CHECK ALL SEATS ON THE BUS EVERY TRIP, AFTER UNLOADING STUDENTS, TO INSURE THAT CHILDREN OR ARTICLES HAVE NOT BEEN LEFT ON THE VEHICLE.

I. DRIVERS SHALL NOT DISEMBARK FROM THE SCHOOL BUS WHEN CHILDREN ARE INSIDE EXCEPT IN CASE OF EMERGENCY; AND IN SUCH CASE BEFORE LEAVING HIS/HER SEAT THE DRIVER SHALL STOP THE MOTOR, LEAVE THE TRANSMISSION IN PARK, SET THE AUXILIARY BRAKE AND REMOVE THE IGNITION KEY.

J. DRIVERS OR MONITORS ARE REQUIRED TO ASSIST CHILDREN WHILE EMBARKING AND DISEMBARKING FROM VEHICLE.

K. DRIVERS OR MONITORS ARE REQUIRED TO BUCKLE OR UNBUCKLE THE CHILDREN'S CAR SEATS AND/OR SEAT BELT.

L. DRIVERS SHALL ADMIT AND DISCHARGE ONLY AUTHORIZED PASSENGERS AND ONLY AT DESIGNATED BUS STOPS. THEY SHALL COOPERATE FULLY IN ALL STUDENT ACCOUNTING SYSTEMS ESTABLISHED BY THE DEPARTMENT/TMC. CHILDREN OF DRIVERS SHALL NOT BE PERMITTED TO RIDE BUSES UNLESS THEY ARE STUDENTS ASSIGNED TO THE PARTICULAR RUN.

M. DRIVERS AND/OR MONITORS WILL BE REQUIRED TO KEEP A SEATING CHART AND COMPLETE ACCURATE DAILY ATTENDANCE LOGS AS WELL AS TRANSPORTATION FORMS REGARDING MILEAGE, STUDENTS, TIMES BETWEEN STOPS AND ALL OTHER FORMS AT TIMES AS SHALL BE STIPULATED BY THE DEPARTMENT/TMC.

N. IF AT ANY TIME, THE CONTRACTOR USES A DRIVER, IN THE PERFORMANCE OF THIS CONTRACT, WHO HAS NOT BEEN APPROVED BY THE DEPARTMENT/TMC PRIOR TO THE START OF SERVICE, THE CONTRACTOR IS LIABLE IN THE SUM OF THREE HUNDRED DOLLARS ($300.00) FOR EACH RUN DRIVEN BY SAID DRIVER, IN ACCORDANCE WITH SECTION "LIQUIDATED DAMAGES".

O. A LEAD DRIVER OR LIASON SHALL BE APPOINTED BY THE CONTRACTOR AS THE POINT OF CONTACT FOR ALL COMMUNICATIONS WITH PROVIDER SCHOOLS FOR ALL SESSIONS.

DRIVER TRAINING

EACH BUS DRIVER EMPLOYED BY THE CONTRACTOR SHALL HAVE RECEIVED AT LEAST TWO HOURS OF INSTRUCTION ON SCHOOL BUS SAFETY PRACTICES BEFORE TRANSPORTING STUDENTS. EACH DRIVER OF A VEHICLE TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY WHO IS INITIALLY EMPLOYED SUBSEQUENT TO JANUARY 1, 1976, SHALL HAVE RECEIVED AN ADDITIONAL HOUR OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. DURING THE FIRST YEAR OF EMPLOYMENT, EACH DRIVER SHALL COMPLETE A COURSE OF INSTRUCTION IN SCHOOL BUS SAFETY PRACTICES APPROVED BY THE DEPARTMENT, THAT SHALL INCLUDE T WO HOURS OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT WHICH MAY REQUIRE ALL DRIVERS AND MONITORS TO ATTEND TRAINING SEMINARS CONDUCTED BY EACH SCHOOL THEY SERVICE. ALL SCHOOL BUS DRIVERS SHALL RECEIVE A MINIMUM OF TWO HOURS OF REFRESHER INSTRUCTION IN SCHOOL BUS SAFETY AT LEAST TWO TIMES A YEAR, AT SESSIONS CONDUCTED PRIOR TO THE FIRST DAY OF SCHOOL AND PRIOR TO FEBRUARY 1ST OF EACH YEAR. REFRESHER COURSES FOR DRIVERS OF VEHICLES TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY SHALL ALSO INCLUDE INSTRUCTION RELATING TO THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. CONTRACTORS SHALL CONFORM TO ANY CHANGES MADE BY REGULATORY AGENCIES PERTAINING TO THE INSTRUCTION OF BUS DRIVERS.

DRIVERS/MONITORS/ AIDES ASSIGNMENT

A. EACH SUCCESSFUL BIDDER SHALL SUBMIT TO THE TMC THE NAMES OF BUS DRIVERS/MONITORS/AIDES, AND THE ROUTE AND BUS NUMBER TO W HICH T HEY HAVE BEEN ASSIGNED, PRIOR TO THE START OF SERVICE. THE TMC MUST MEET AND APPROVE EACH BUS DRIVER AND MONITOR.

B. MONITORS ARE REQUIRED ON EVERY ROUTE AND THE CONTRACTOR SHALL PROVIDE ALL MONITORS, ASSIGNED TO DEPARTMENT ROUTES, A TWO HOUR SEMINAR WHICH WILL INCLUDE THE SUPERVISION OF HANDICAPPED CHILDREN. THIS SEMINAR MUST MEET THE APPROVAL OF THE DEPARTMENT/TMC. THE MINIMUM AGE OF MONITORS SHALL BE 19 YEARS OLD.

C. ALL APPROVED MONITORS SHALL START THEIR ASSIGNED ROUTES WITH T HE D RIVER AT THE YARD WHERE THE ROUTE ORIGINATES FROM

D. IN THE EVENT THAT THE MONITOR/DRIVER TRAINING SEMINARS ARE INCREASED TO MORE THAN TWO HOURS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MONITORS COMPLY WITH THE ADDITIONAL TRAINING. IN THE EVENT THAT SCHOOLS WITHIN THE PROGRAM HOLD DRIVER/MONITOR ORIENTATIONS, THE CONTRACTOR MUST COMPLY.

E. ALL MONITORS MUST BE FINGERPRINTED IN ACCORDANCE WITH LOCAL LAW 6-1995.

F. ALL MONITORS MUST BE GIVEN AN ANNUAL PHYSICAL UTILIZING THE SAME PROCEDURES AND FORMS REQUIRED FOR DRIVERS UNDER ARTICLE 19A.

G. ALL MONITORS' PHYSICALS MUST INCLUDE A STANDARD MANTOUX SKIN TEST FOR TUBERCULOSIS (A TINE TEST IS NOT ACCEPTABLE).

H. THE TMC MAY HAVE APPROXIMATELY TWO MEETING PER YEAR AND ALL DRIVERS/MONITORS/AIDES ARE REQUIRED TO ATTEND.

ROUTES

A. THE BUS ROUTES AND SCHEDULES, AS MAY BE DISCUSSED IN ANY PART OF THIS BID PROPOSAL OR IN ANY ITEMS INCORPORATED HEREIN, OR ATTACHED HERETO, ARE ONLY TENTATIVE AND THE TMC

RESERVES THE RIGHT TO MAKE CHANGES, ADDITIONS, DELETIONS AT ANY TIME AS IT CONSIDERS IN THE BEST INTEREST OF THE STUDENTS SERVED BY THE COUNTY.

B. TRANSPORTATION OF PARENTS BY THE CONTRACTOR IS STRICTLY PROHIBITED, UNLESS SPECIFICALLY REQUESTED BY THE DEPARTMENT OF HEALTH.

C. THE CONTRACTOR WILL BE REQUIRED TO PREPARE DAILY BUS SCHEDULES, ROUTING DATA FORMS AND MONTHLY STUDENT ATTENDANCE REPORTS AS REQUIRED, IN ACCORDANCE WITH DIRECTIVES FROM THE TMC.

D. ADDITIONAL STUDENTS SHALL BE TRANSPORTED WITHIN 48 HOURS OF THE TIME THAT AUTHORIZATION HAS BEEN RECEIVED FROM THE TMC.

E. IN THE EVENT OF ROUTE CHANGES, THE CONTRACTOR WILL BE REQUIRED TO NOTIFYTHE TMC, THE PARENTS AND SCHOOLS INVOLVED NO LESS THAN 24 HOURS PRIOR TO THE START OF SAID CHANGES, AND PROVIDE START DATE, PICK-UP TIME, ROUTE NO. AND BUS NO.

F. ROUTES SHOULD BE ESTABLISHED SO AS TO BE THE MOST EFFICIENT AND COST EFFECTIVE TO THE COUNTY WHILE STILL PROVIDING SAFE AND RELIABLE SERVICE.

G. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY.

H. CO-MINGLING OF STUDENTS FROM OTHER CONTRACTS IS PROHIBITED.

I. IN ADDITION THE CONTRACTOR MUST PROVIDE AS REQUIRED BY THE TMC COMPUTER GENERATED INFORMATION PERTAINING TO ALL CHILDREN AND ROUTES, INCLUDING STUDENT ALPHA LISTS BY NAME AND SCHOOL SHOWING N AME, ROUTE# (A.M. & P.M.) ADDRESS ETC. ROUTE LIST SHOWING NAME, P/U OR D /O LOCATIONS, DRIVER ASSIGNED ETC. A ND ROUTE MAPS. THE FORMAT MUST BE APPROVED BY THE TMC. THE CONTRACTOR MUST INFORM THE TMC WHEN A CHILD IS NOT ON THE BUS FOR 5, 10, 15 AND 20 DAYS CONSECUTIVELY.

EQUIPMENT

EQUIPMENT USED FOR THIS CONTRACT MUST NOT BE MORE THAN SEVEN YEARS OLD DURING ANY SCHOOL YEAR. EXAMPLE; 2016/17 SCHOOL YEAR, 2009 VEHICLE, 2017/18, 2010 VEHICLE ETC.

WHEN ORDERING EQUIPMENT FOR THIS CONTRACT THE EQUIPMENT VENDOR MUST CERTIFY IN WRITING THAT THE EQUIPMENT HAS BEEN ORDERED. IF THE ORDER IS CHANGED OR CANCELED THE VENDOR MUST NOTIFY THE TMC IMMEDIATELY.

THE CONTRACTOR SHALL PROVIDE TO THE TMC AS SOON AS POSSIBLE (BUT NOT LATER THAN AUGUST 1, 2016, A LIST OF THE VEHICLES TO BE USED TO FULFILL THE CONTRACT. THIS LIST SHALL BE REVISED, BY THE CONTRACTOR, DURING THE DURATION OF THE CONTRACT AS ROUTES ARE ADDED. SUCH LISTS SHALL INCLUDE MAKE, YEAR, AND APPROVED SEATING CAPACITY.

SHOULD THERE BE A NEED FOR INTERIM OR SUBSTITUTE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS AGREEMENT, SUCH SUBSTITUTE EQUIPMENT MUST BE APPROVED BY THE TMC AND THE COUNTY PRIOR TO USE BY THE CONTRACTOR (VEHICLE SPECIFICATIONS).

VEHICLE SPECIFICATIONS

THE VANS AND WHEELCHAIR VANS USED IN THIS CONTRACT MUST BE MODEL YEAR 2009 OR NEWER, SEAT 12 ADULTS/16 CHILDREN (EXCEPT W/C VANS WHICH SHALL ACCOMMODATE 4 WHEELCHAIR AND A MINIMUM OF 4

AMBULATORY FORWARD FACING AND SHALL MEET OR EXCEED N.Y.S. DEPARTMENT OF TRANSPORTATION, FEDERAL, N.Y.S. EDUCATION COMMISSIONER, LOCAL AND COUNTY REQUIREMENTS.

ALL VEHICLES USED FOR THIS CONTRACT MUST HAVE A FRONT AND REAR AIR CONDITIONING SYSTEM OR A REAR AIR CONDITIONING SYSTEM WITH A/C DUCTS IN THE FRONT AND REAR OF THE VEHICLE FOR EQUAL DISTRIBUTION OF THE COLD AIR. THE SYSTEM USED MUST BE A TOTAL MINIMUM B.T.U.'S OF 38, 000 A/C SYSTEMS MUST BE FULLY OPERATIONAL FROM APRIL 1ST – NOVEMBER 1ST.

A. ALL VEHICLES TO BE USED AND ALL TRANSPORTATION OPERATIONS MUST COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES, AS WELL AS COMPLY WITH AND SATISFY ALL STATE OF NEW YORK AND LOCAL GOVERNMENTS THAT ARE DEEMED TO BE APPLICABLE TO THIS CONTRACT BY THE DEPARTMENT AND SHALL MEET ALL THE 1977 FEDERAL SAFETY STANDARDS AS REFLECTED IN TITLE 49 CODE OF FEDERAL REGULATIONS 571, AND SPECIFICALLY STANDARDS NO. 105,111, 217, 220, 221, 222A AND 301. SPARE VEHICLES AS IDENTIFIED IN THE R.F.B. MUST ALSO COMPLY WITH THE ABOVE.

B. ALL BUSES MUST BE PAINTED NATIONAL SCHOOL BUS CHROME YELLOW.

C. ALL BUSES SHALL BE IDENTIFIED IN ACCORDANCE WITH EXISTING RULES, REGULATIONS AND LAWS OF THE STATE OF NEW YORK.

D. EVERY VEHICLE OPERATING UNDER THIS CONTRACT WILL CONFORM TO STATE DEPARTMENT OF TRANSPORTATION REGULATIONS AND CARRY AN APPROVED FIRST AID KIT INCLUDING BODY FLUID KIT AND GLOVES, FIRE EXTINGUISHER AND SEAT BELT CUTTER REGARDLESS OF VEHICLE CAPACITY.

E. VEHICLES USED TO FULFILL THIS CONTRACT SHALL HAVE ON THE RIGHT SIDE PASSENGER WINDOW A SIGN CONTAINING THE ROUTE NUMBER OF THE BUS OR THE DESTINATION (HOME/SCHOOL) THAT THE BUS IS SERVING. SPECIFIC INSTRUCTIONS WILL BE GIVEN TO THE CONTRACTOR FOR EACH ROUTE BY THE TMC.

F. ALL VEHICLES (INCLUDING SPARES) MUST BE EQUIPPED WITH A FLAG SYSTEM OR ELECTRONIC NOTIFICATION SYSTEM THAT IDENTIFIES WHEN CHILDREN ARE ON BOARD AND WHEN THE BUS IS EMPTY. SUCH SYSTEM MUST BE APPROVED BY THE TMC PRIOR TO IMPLEMENTATION.

G. ALL VEHICLES MUST BE CLEAN INSIDE AND OUTSIDE. EXTERIORS MUST BE WASHED AT LEAST ONCE A WEEK AND INTERIORS SWEPT DAILY.

GPS ENABLED VEHICLE SYSTEM RECOMMENDED

A. ALL VEHICLES MUST BE EQUIPPED WITH A GPS (GLOBAL POSITIONING SYSTEM) ENABLED VEHICLE TRACKING SYSTEM. THIS SYSTEM SHOULD PROVIDE ACCURATE, HISTORICAL, REAL TIME VEHICLE LOCATION AND ROUTE DATA. THIS SYSTEM SHOULD HAVE THE ABILITY TO GENERATE REPORTS AS REQUESTED BY THE COUNTY OR THE TMC.

B. THE CONTRACTOR IS REQUIRED TO GIVE THE TMC FULL AND TOTAL REMOTE AUTHORIZED ACCESS TO THE GLOBAL POSITIONING SYSTEM FOR THE PURPOSE OF MONITORING VEHICLE MOVEMENTS IN REAL TIME. ACCESS TO THE GPS SYSTEM SHALL BE MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY OR THE TMC.

VIDEO CAMERA SYSTEM

ALL VEHICLES MUST BE EQUIPPED WITH A VIDEO IMAGING SYSTEM. THE SYSTEM WILL BE PLACED IN A POSITION THAT WILL RECORD IMAGES OF ALL ACTIVITY IN THE INTERIOR OF THE BUS CABIN AS WELL AS VIEWING THE ROADWAY AHEAD OF THE BUS (FORWARD FACING), WHEN THE BUS IS IN SERVICE. ALL RECORDINGS WILL BE STORED FOR 6 MONTHS AND KEPT AVAILABLE FOR VIEWING AT THE REQUEST OF THE COUNTY OR THE TMC. THE VIDEO RECORDING SYSTEM WILL BE MAINTAINED BY THE CONRTACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY.

SPARE VEHICLES

A. ALL SPARE VEHICLES TO BE USED IN THE PERFORMANCE OF THE CONTRACT SHALL MEET THE VEHICLE SPECS AND REQUIREMENTS SET FORTH IN THIS BID.

B. SPARE VEHICLES IN THE AMOUNT OF 10% OF FLEET TOTAL SHALL BE PROVIDED TO ENSURE 100 PERCENT COVERAGE AT ALL TIMES, AND RESPONSE TIME OF NO MORE THAN 30 MINUTES IN THE EVENT OF BREAKDOWNS. THESE SPARE VEHICLES MUST BE THE SAME NEW MODEL YEAR AS THE DAILY FLEET.

VEHICLE BREAKDOWN AND ACCIDENTS

1. IN THE CASE OF A VEHICLE BREAKDOWN ON THE WAY TO THE DESTINATION FACILITY, THE DRIVER SHALL NOTIFY THE CONTRACTOR WHO, IN TURN, SHALL NOTIFY THE TMC IMMEDIATELY AND ALL PARENTS OF CHILDREN ON THAT ROUTE. IF THE BREAKDOWN OCCURS AFTER SCHOOL CLOSING TIME, THE CONTRACTOR IS TO NOTIFY THE TMC BY TELEPHONE OF THE DELAY AND ALL PARENTS OF CHILDREN REMAINING ON THE VEHICLE.

2. THE CONTRACTOR MAY NOT UNILATERALLY EXCLUDE A STUDENT FROM TRANSPORTATION.

3. EXCEPT IN AN EMERGENCY, OR WHEN SCHEDULED BY THE DEPARTMENT OR TMC, NO STUDENT WILL BE REQUIRED TO TRANSFER FROM ONE VEHICLE TO ANOTHER ON THE TRIP EITHER TO OR FROM THE DESTINATION FACILITY.

ALL ACCIDENTS INVOLVING STUDENTS ON A VEHICLE, OR IN BOARDING OR LEAVING A VEHICLE, AND ALL OTHER ACCIDENTS SHALL BE HANDLED AS FOLLOWS:

A. THE DRIVER WILL CALL DISPATCH AND DISPATCH WILL NOTIFY 911 AND REQUEST POLICE AND AMBULANCE SERVICE.

B. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE, THE TMC OF THE LOCATION, EXTENT OF THE ACCIDENT, NAMES OF STUDENTS INVOLVED WITH A DESCRIPTION OF THEIR INJURIES, RUN NUMBER, BUS NUMBER AND SCHOOLS AFFECTED.

C. THE CONTRACTOR SHALL CONTACT PARENTS AND PROVIDE THEM WITH INFORMATION ON THEIR CHILDREN.

D. THE CONTRACTOR SHALL PREPARE ACCIDENT REPORTS FOR THE STATE DEPARTMENT OF MOTOR VEHICLES, STATE DEPARTMENT OF EDUCATION, MANAGEMENT OFFICE AND THEIR INSURANCE COMPANY, WITHIN 24 HOURS, USING APPROPRIATE FORMS.

SCHEDULING OF VEHICLES

THE CONTRACTOR SHALL PREPARE THE RUN TO BE TRAVELED BY EACH BUS AND THE TIME SCHEDULE BASED UPON THE AUTHORIZED STOPS PROVIDED TO THE CONTRACTOR BY THE DEPARTMENT OR THE TMC. THE CONTRACTOR SHALL SCHEDULE BUSES SO AS TO PROVIDE THE MOST EFFICIENT AND COST EFFECTIVE UTILIZATION OF EACH VEHICLE.

EMERGENCY DRILLS ON SCHOOL BUSES

THE EMERGENCY DRILLS ON SCHOOL BUSES REQUIRED BY SECTION 3523 OF THE N.Y. STATE EDUCATION LAW SHALL INCLUDE PRACTICE AND INSTRUCTION IN THE LOCATION, USE AND OPERATION OF THE EMERGENCY DOOR, FIRE EXTINGUISHERS, AXE, FIRST AID EQUIPMENT AND WINDOWS AS A MEANS OF ESCAPE IN CASE OF FIRE OR ACCIDENT. THEY SHALL INCLUDE EMERGENCY SITUATIONS WHICH MIGHT RESULT FROM BOTH FIRE AND ACCIDENTS. SUCH INSTRUCTIONS AND THE CONDUCT OF THE DRILLS SHALL BE GIVEN BY THE CONTRACTOR AS REQUIRED BY LAW.

A MINIMUM OF THREE SUCH EMERGENCY DRILLS SHALL BE HELD ON EACH SCHOOL BUS AT EACH SCHOOL DURING THE SCHOOL YEAR; THE FIRST TO BE CONDUCTED DURING THE FIRST WEEK OF THE FALL TERM, THE SECOND PRIOR TO JANUARY 1ST AND THE THIRD PRIOR TO MAY 1ST.

NO EMERGENCY DRILLS SHALL BE CONDUCTED WHEN BUSES ARE ON ROUTES.

IN ORDER TO FACILITATE VARIOUS PROGRAMS OF BUS EMERGENCY DRILLS, THE CONTRACTOR SHALL SUPPLY, AT NO ADDITIONAL COST, VEHICLES AND DRIVERS TO BE AVAILABLE AT VARIOUS SCHOOL BUILDING LOCATIONS OUTSIDE OF THE REGULARLY SCHEDULED TIMES. THE CONTRACTOR SHALL CERTIFY TO THE DEPARTMENT/TMC ANNUALLY THAT CONTRACTOR HAS COMPLIED WITH THESE REGULATIONS.

CAR SEATS, SAFETY VESTS, WHEELCHAIR HOOKUPS AND HARNESSES

THE CONTRACTER SHALL PROVIDE ONE CAR SEAT OF APPROPRIATE SIZE, SAFETY VEST OR WHEELCHAIR HOOKUP, AS APPLICABLE, PER CHILD AS REQUESTED. ALL SUCH EQUIPMENT MUST MEET OR EXCEED ALL FEDERAL, STATE AND LOCAL LAWS. SHOULD THE NEED ARISE FOR A SPECIALIZED CAR SEAT, SAFETY VEST OR HARNESS PROVIDING SUCH SPECIALIZED EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE PARENT. THE CONTRACTOR SHALL NOT USE A HARNESS WITHOUT THE AUTHORIZATION FROM THE COUNTY OR THE TMC.

IDENTIFICATION

DRIVERS AND MONITORS SHALL WEAR PHOTO IDENTIFICATION BADGES SUPPLIED BY THE CONTRACTOR.

FACILITIES AND MAINTENANCE

A. THE CONTRACTOR SHALL HAVE AN OPERATIONS FACILITY WITH (OR OBTAINED PRIOR TO AUGUST 1, 2016) SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OR ANY SUCCESSOR OR SUPERSEDING AGENCY REQUIREMENTS. THE FACILITIES SHALL BE SUBJECT TO PERIODIC INSPECTION AND APPROVAL BY THE TMC AND THE DEPARTMENT DURING THE PERIOD OF THE CONTRACT.

B. THE CONTRACTOR SHALL OPERATE A PROGRAM OF PREVENTATIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH N.Y. STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT/TMC, AND SHALL MAINTAIN RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING ACCEPTABLE PERIODIC MAINTENANCE.

C. THE CONTRACTOR WILL WITHDRAW FROM SERVICE ANY VEHICLE WHICH IN THE OPINION OF THE INSPECTORS OF THE TMC, PRESENTS A HAZARD TO THE SAFE TRANSPORTATION OF STUDENTS, AND REPLACE IT WITH A VEHICLE WHICH IN THE OPINION OF THE INSPECTORS MEETS THE SAFETY STANDARDS OF THIS CONTRACT FOR THE SAFE TRANSPORTATION OF STUDENTS.

D. BUSES MUST BE KEPT IN EXCELLENT MECHANICAL CONDITION AND MUST BE KEPT CLEAN BOTH INSIDE AND OUT, BUT SPECIFICATION OF THESE ITEMS DOES NOT EXCLUDE OTHER CRITERIA WHICH MAY BE USED BY THE DEPARTMENT TO DETERMINE THE ACCEPTABILITY OF A BUS. IN ANY EVENT, ALL BUSES SHALL BE OPEN TO INSPECTION BY THE DEPARTMENT/TMC, ITS AGENTS OR ITS DULY AUTHORIZED REPRESENTATIVES DURING SCHOOL HOURS OR AT REASONABLE TIMES WITHOUT APPOINTMENT.

E. SNOW TIRES ARE TO BE PUT ON ALL VEHICLES NO LATER THAN NOVEMBER 1ST EACH YEAR AND REMOVED APRIL 30TH EACH YEAR. NO RE-GROOVED OR RECAPPED TIRES WILL BE ACCEPTED.

F. THE DEPARTMENT AND/OR THE TMC RESERVES THE RIGHT TO INSPECT, OR TO HAVE ITS AUTHORIZED REPRESENTATIVE INSPECT, THE CONTRACTOR'S MAINTENANCE RECORDS AND MAKE ANY OTHER CHECKS AND INSPECTIONS THE DEPARTMENT/TMC DEEMS ADVISABLE OR NECESSARY TO ASSURE MAXIMUM SAFETY AND EFFICIENT OPERATION OF THE CONTRACTOR'S EQUIPMENT.

G. THE FACILITY MUST INCLUDE THE DISPATCH AND MANAGEMENT STAFF REQUIRED FOR THIS CONTRACT AND HAVE A MINIMUM OF TWO DIRECT PRIVATE DISPATCH PHONES FOR THIS CONTRACT ONLY. IF THE CONTRACTOR USES MORE THAN ONE DISPATCH OFFICE, YARD LOCATION, ADDITIONAL DIRECT PRIVATE PHONE LINES WILL BE REQUIRED TO BE INSTALLED. ALL COSTS RELATED TO THE INSTALLATION, MAINTENANCE AND MONTHLY EXPENSE FOR SHALL BE PAID BY THE CONTRACTOR.

H. THE CONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF CONFIDENTIALITY OF CHILDERN'S RECORDS AS PROVIDED UNDER THE FAMILY EDUCATION RIGHT AND PRIVACY ACT (FERPA) AND THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) WHEN DISSEMINATING INFORMATION TO DRIVERS AND DRIVER'S ASSISTANTS AND OTHER STAFF MEMBERS. THE CONTRACTOR SHALL ALSO PROVIDE THE NECESSARY TRAINING OR INSTRUCTION TO ALL THE APPROPRIATE PERSONNEL FOR RELATING TO THE CONFIDENTIALITY REQUIREMENTS. THE CONTRACTOR SHALL COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

THE BIDDER MUST POSSESS AND DEMONSTRATE FACILITIES, KNOWLEDGE, AND CAPABILITIES TO SATISFY ALL NEW YORK STATE DEPARTMENT OF TRANSPORTATION RULES, REGULATIONS AND VEHICLE INSPECTION REQUIREMENTS. THE BIDDER SHALL PROVIDE A COPY OF THEIR NYS DOT BUSNET SUMMARY AND PROFILE FOR THE ENTIRE COMPANY FOR THE PREVIOUS THREE YEARS AS PART OF THEIR BID PACKAGE. THE SUCCESSFUL BIDDER SHALL PROVIDE THE COUNTY AND/OR THE TMC WITH THE BUSNET REPORTS EVERY THREE MONTHS THEREAFTER OR UPON REQUEST.

J. THE CONTRACTOR MUST PROVIDE AND MAINTAIN A FULL-TIME, ON-SITE TERMINAL MANAGER AND A FULL-TIME DISPATCHER WITH RESPONSIBILITY FOR SCHEDULING, ROUTING AND ON-ROAD SAFETY REVIEW AND SUPERVISE THE WORK CONTRACTED FOR.

K. THE CONTRACTOR MUST HAVE ALL NECESSARY PERMITS AND CERTIFICATES OF OCCUPANCY FOR THE BUS YARDS AND MUST COMPLY WITH ALL ENVIRONMENTAL REQUIREMENTS.

L. THE BIDDER SHALL SUBMIT, AT THE TIME OF THE INTIAL BID AND IF SUCCESSFUL, FOR EACH CONTRACT YEAR THEREAFTER, A COPY OF ITS MOST RECENT AFFIDAVITS OF COMPLIANCE (DS-3) IN ACCORDANCE WITH ARTICLE 19-A OF THE VTL.

EXPERIENCE

THE BIDDER SHALL, TOGETHER WITH HIS BID, FURNISH A STATEMENT INDICATING THE EXTENT AND TYPE OF SCHOOL BUS TRANSPORTATION OR OTHER KINDS OF BUS TRANSPORTATION EXPERIENCE AND ALSO SUBMIT AS REFERENCES THE NAMES OF SCHOOL DISTRICTS AND PRIVATE AND PAROCHIAL SCHOOLS PREVIOUSLY OR PRESENTLY SERVED, AS WELL AS THE DATES OF SUCH SERVICES WHICH HE MAY HAVE PROVIDED.

THE BIDDER MUST HAVE A MINIMUM OF 10 YEARS EXPERIENCE IN PROVIDING SPECIAL EDUCATION TRANSPORTATION FOR BIRTH TO FIVE YEAR OLDS WITH A CONTRACT EQUAL TO OR GREATER THAN THE TOTAL NUMBER OF VEHICLES LISTED IN THE ZONE BID.

INTERRUPTION OF SERVICE/FORCE MAJEURE

IN THE EVENT OF AN INTERRUPTION OF SERVICE CAUSED BY CONTRACTOR, ITS AGENTS OR ITS EMPLOYEES,THE COUNTY SHALL HAVE THE RIGHT TO SECURE SUCH OTHER TRANSPORTATION AS MAY BE NECESSARY. INTERRUPTION OF SERVICE SHALL BE DEEMED TO INCLUDE STRIKES. IF THE COST TO THE COUNTY FOR SECURING ALTERNATIVE SERVICE SHALL EXCEED THE AGREEMENT COST THAT WOULD OTHERWISE BE PAYABLE TO CONTRACTOR HEREUNDER, THE EXCESS SHALL BE CHARGED TO CONTRACTOR; ANY DAMAGES TO COUNTY SHALL BE COMPUTED AS PER THIS AGREEMENT IF OTHER TRANSPORTATION CANNOT BE SECURED.

CANCELLATION OF CONTRACT

FAILURE TO ADHERE TO AND COMPLY WITH THE TERMS OF THIS CONTRACT WILL BE CAUSE FOR CANCELLATION UPON 30 DAYS WRITTEN NOTICE BY THE COUNTY TO THE CONTRACTOR. SAID NOTICE SHOULD BE GIVEN BY CERTIFIED MAIL. THE ORIGINAL CONTRACTOR WILL INDEMNIFY THE COUNTY FOR ANY AND ALL COST INCURRED IN SECURING A NEW CONTRACT.

PAYMENT OF CLAIMS

A. ALL STANDARD COUNTY CLAIM VOUCHER FORMS, CERTIFIED TO BY THE CONTRACTOR AND SUPPORTED BY DETAILED STATEMENT WHICH INCLUDE UP-TO-DATE ROUTE SHEETS FOR EACH VEHICLE AND THE NAMES OF THE CHILDREN TRANSPORTED ON EACH BEHICLE, SHALL BE SUBMITTED MONTHLY BY CONTRACTOR TO THE TMC. FEE CHARGES SHALL BE IN ACCORDANCE WITH THE BID PRICES ATTACHED HERETO. ADDITIONAL SUPPORTING INFORMATION MAY BE REQUIRED FROM TIME TO TIME.

B. PAYMENT WILL BE MADE BY THE COUNTY MONTHLY IN ARREARS UPON AUDIT AND APPROVAL OF THE CLAIM VOUCHER FORMS BY DEPARTMENT AND THE OFFICE OF THE COMPTROLLER OF THE COUNTY. P AYMENT OF CLAIM VOUCHERS SUBMITTED FOR PAYMENT WITH INCOMPLETE DOCUMENTATION WILL BE DELAYED AND THE CLAIM VOUCHERS RETURNED TO THE CONTRACTOR FOR AMENDMENT.

C. IN THE EVENT THAT THE DEPARTMENT DEEMS IT NECESSARY TO DECREASE OR INCREASE THE NUMBER OF BUSES USED, THE COST OF THE CONTRACT WILL BE INCREASED OR DECREASED ACCORDINGLY BY 1/10TH (10 PERCENT OF THE YEARLY PRICE) FOR EACH WHOLE CALENDAR MONTH REMAINING ON THE SCHOOL YEAR FOR WHICH THE BUS IS USED, PLUS (IF NECESSARY), 1/180TH OF THE YEARLY PRICE FOR EACH DAY THAT SCHOOL IS IN SESSION FOR THE REMAINDER OF THE THEN CURRENT MONTH IN WHICH THE CHANGE WAS EFFECTED.

COPIES OF LAWS

THE CONTRACTOR SHALL ACQUIRE AND MAINTAIN COPIES OF ALL LAWS, RULES AND REGULATIONS OF ALL AGENCIES FEDERAL, STATE OR LOCAL WHICH ARE CONCERNED WITH THE OPERATION AND MAINTENANCE OF SCHOOL BUSES AND THE TRANSPORTATION OF CHILDERN WITH DISABILITIES FROM BIRTH THROUGH FIVE.

CONTRACT NON-ASSIGNABLE

THE CONTRACT FOR TRANSPORTATION OR ANY RIGHT, TITLE, OR INTEREST THEREIN MAY NOT BE ASSIGNED BY THE CONTRACTOR WITHOUT THE APPROVAL OF THE COUNTY. THE CONTRACTOR MAY NOT ENGAGE SUBCONTRACTORS, HIRE OTHERS TO PERFORM ALL OR PART OF ITS AGREEMENT, NOR OTHERWISE DELEGATE ITS OBLIGATIONS TO PERFORM UNDER THE CONTRACT, UNLESS APPROVED BY THE COUNTY.

RADIO EQUIPMENT

A. TWO WAY RADIO SYSTEM SHALL BE REQUIRED, WITH EVERY VEHICLE (INCLUDING SPARE

B. VEHICLES) HAVING A WORKING TWO WAY RADIO AT ALL TIMES. RADIOS SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE DEPARTMENT (SUCH RADIOS SHALL BE RETURNED TO THE CONTRACTOR AT THE END OF THE CONTRACT). RADIO SYSTEM SHALL BE OBTAINED AND MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

C. TWO-WAY RADIOS WILL BE APPROVED AND LICENSED BY THE F.C.C., OPERATED ON ASSIGNED FREQUENCIES AND HAVE SUCH RANGE THAT THE BASE STATION CAN CONTACT ANY VEHICLE ANYWHERE WITHIN THE LIMITS OF THE OPERATING AREA. CITIZEN BAND (CB) RADIOES OR CELLULAR TELEPHONES MAY NOT BE USED IN PLACE OF TWO-WAY APPROVED RADIOS.

D. DRIVERS SHALL REMAIN IN RADIO CONTACT WITH THE DISPATCHER'S OFFICE AT ALL TIMES WHEN BUSES ARE IN SERVICE.

RECORDS AND AUDIT

CONTRACTOR SHALL MAINTAIN FULL AND COMPLETE BOOKS AND RECORDS OF ACCOUNT IN ACCORDANCE WITH ACCEPTED ACCOUNTING PRACTICES AND SUCH OTHER RECORDS AS MAY BE PRESCRIBED BY THE DEPARTMENT AND COMPTROLLER OF THE COUNTY OF NASSAU. SUCH BOOKS AND RECORDS SHALL BE RETAINED BY CONTRACTOR FOR A PERIOD OF SIX YEARS FROM THE DATE OF FINAL PAYMENT UNDER THIS AGREEMENT, AND SHALL AT ALL REASONABLE TIMES BE AVAILABLE FOR AUDIT AND INSPECTION BY THE DEPARTMENT, THE COMPTROLLER OF THE COUNTY OF NASSAU AND THE NEW YORK STATE DEPARTMENT OF AUDIT AND CONTROL.

LIQUIDATED DAMAGES

A. IN VIEW OF THE DIFFICULTY OF ASCERTAINING THE LOSS WHICH THE COUNTY WOULD SUFFER BY REASON OF THESE DEFAULTS ON THE PART OF THE CONTRACTOR, THE FOLLOWING SUMS ARE HEREBY AGREED UPON, FIXED AND DETERMINED BY THE PARTIES HERETO AS THE LIQUIDATED DAMAGES THE COUNTY WILL SUFFER BY REASON OF SAID VIOLATION OF CONTRACT AND NOT BY WAY OF PENALTY, AND SUCH LIQUIDATED DAMAGES MAY BE IMPOSED UPON THE FINDING OF THE COUNTY AND/OR THE TMC ITS DESIGNEE THAT A CONTRACT PROVISION HAS BEEN VIOLATED.

B. VIOLATIONS SHALL BE REVIEWED MONTHLY BY THE TMC AND A REPRESENTATIVE OF THE CONTRACTOR. SHOULD A DISPUTE ARISE AS TO THE ASSESSMENT OF A VIOLATION(S), THE MATTER WILL BE ARBITRATED BY A REPRESENTATIVE OF THE DEPARTMENT OF HEALTH, WHOSE DECISION SHALL BE FINAL AND BINDING.

C. A ONE THOUSAND ($1,000) DOLLAR FINE WILL BE ASSESSED FOR EACH OCCURRENCE OF A CHILD BEING LEFT UNATTENDED ON A VEHICLE. THE COUNTY RESERVES THE RIGHT TO CANCEL THE CONTRACT IF A CHILD IS LEFT UNATTENDED ON A VEHICLE.

D. LIQUIDATED DAMAGES MAY BE ASSESSED FOR EVERY VEHICLE, FOR EVERY DAY, AND FOR EVERY INSTANCE OF THE VIOLATION IN THE AMOUNTS NOTED BELOW. THE COST PER BUS PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH

DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE TO PROVIDE SERVICES ON A DAY ON WHICH SCHOOLS ARE REQUIRED TO BE OPEN BY THE OFFICIAL SCHOOL CALENDARS.

FAILURE TO CONFORM TO THE ARRIVAL AND DISMISSAL SCHEDULES OF THE SCHOOLS SERVICED, AS NOTIFIED BY THE DEPARTMENT/TMC.

FAILURE TO ADHERE TO ANY SPECIAL SCHEDULES, OR SHORTENED AND LENGTHENED SCHEDULES, OF THE SCHOOLS SERVICES.

FAILURE TO PROVIDE ALL THE VEHICLES NECESSARY TO DO ALL OF THE WORK CONTRACTED FOR.

FAILURE TO COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, TRANSPORTATION AND MOTOR VEHICLES AS WELL AS WITH ANY AND ALL LAWS AND REGULATIONS OF ANY AGENCY OF THE FEDERAL GOVERNMENT, STATE OF NEW YORK, CITY OF NEW YORK OR COUNTY OF NASSAU.

FAILURE TO COMPLY WITH THE VEHICLE STANDARDS AS SET FORTH IN THIS CONTRACT.

FAILURE OF ANY VEHICLE TO HAVE A CURRENT AND EFFECTIVE DEPARTMENT OF TRANSPORTATION CERTIFICATION.

ASSIGNMENT OF DEPARTMENT WORK TO ANY DRIVER DISQUALIFIED BY THE DEPARTMENT OR THE TMC.

EACH TIME AN OPERATOR IS FOUND GUILTY OF COMMITTING A MOVING VIOLATION OF THE NEW YORK STATE VEHICLE AND TRAFFIC LAW WHILE TRANSPORTING STUDENTS UNDER THIS CONTRACT.

EACH TIME A DRIVER ALLOWS A STUDENT TO ENTER OR LEAVE THE VEHICLE WHILE IT IS IN MOTION.

EXCLUSION OF ANY STUDENT FROM A RUN BY THE CONTRACTOR OR THE DRIVER.

EACH TIME A DRIVER IS FOUND TO USE CORPORAL PUNISHMENT ON A STUDENT. IN ADDITION, DRIVER WILL BE DISMISSED IMMEDIATELY.

EACH TIME THAT STUDENTS ARE LEFT UNATTENDED ON A VEHICLE, EXCEPT IN AN EMERGENCY.

FAILURE TO FOLLOW PROCEDURES FOR REPORTING OF ACCIDENTS AS SET FORTH IN THE CONTRACT.

FAILURE TO SUBMIT ATTENDANCE REPORTS TO THE TMC.

FAILURE TO REPORT IMMEDIATELY TO THE PRINCIPAL, THE DEPARTMENT OR THE TMC ANY INCIDENT INVOLVING PHYSICAL HARM.

E. ONE-HALF OF THE COST PER BUS, PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE OF THE CONTRACTOR TO HAVE THE ABILITY TO DISPATCH SPARE VEHICLES

PROMPTLY.

FAILURE OF THE CONTRACTOR TO ENSURE DIRECT TELEPHONE ACCESS TO THE CONTRACTOR'S GARAGE FROM 10 MINUTES BEFORE THE TIME THE FIRST VEHICLE LEAVES THE GARAGE IN THE MORNING UNTIL THE LAST VEHICLES RETURNS TO THE GARAGE IN THE AFTERNOON, AND TO HAVE AVAILABLE A RESPONSIBLE PERSON WHO CAN GIVE INFORMATION ON THE STATUS OF EACH VEHICLE AND THE STUDENTS ASSIGNED TO EACH RUN.

FAILURE OF THE CONTRACTOR TO PROVIDE TO THE DEPARTMENT AND THE TMC THE NAME AND PHONE NUMBER OF A RESPONSIBLE PERSON AVAILABLE AFTER 5 PM (OR NORMAL BUSINESS HOURS) WHO MAY BE CONTACTED IN THE EVENT OF AN EMERGENCY.

FAILURE OF THE CONTRACTOR TO HAVE SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE COUNTY AND STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

FAILURE OF THE CONTRACTOR TO OPERATE A PROGRAM OF PREVENTIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT AND THE TMC.

FAILURE OF THE CONTRACTOR TO MAINTAIN ACCEPTABLE RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING PERIODIC MAINTENANCE IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION AND DEPARTMENT REQUIREMENTS.

FAILURE OF ANY DRIVER TO MEET ANY OF THE VEHICLE DRIVER REQUIREMENTS SET FORTH IN THE CONTRACT.

EACH DRIVER PROVIDING SERVICE PURSUANT TO THIS CONTRACT FOR WHOM THE REQUIRED MEDICAL CERTIFICATE, FINGERPRINT RECORD, DRIVING RECORD (ABSTRACT), REFERENCE LETTERS AND APPLICATIONS FOR EMPLOYMENT WERE NOT SUBMITTED TO AND APPROVED BY THE DEPARTMENT AND THE TMC.

EACH DRIVER WHO HAS NOT RECEIVED THE PROPER TRAINING, INSTRUCTION AND/OR REFRESHER COURSES AS SPECIFIED HEREIN WITHIN THE TIME PERIOD AGREED UPON BY THE DEPARTMENT AND CONTRACTOR.

EACH VEHICLE TRANSPORTING A GREATER NUMBER OF STUDENTS THAN THE VEHICLE'S PERMISSIBLE STUDENT CAPACITY.

FAILURE OF THE DRIVER TO WAIT AT THE PICKUP POINT UNTIL THE SCHEDULED PICKUP TIME, IF HE/SHE HAS ARRIVED EARLY.

EACH UNAUTHORIZED TRANSFER OF A STUDENT FROM ONE VEHICLE TO ANOTHER VEHICLE EITHER ON THE TRIP TO THE DESTINATION FACILITY OR ON THE HOMEWARD TRIP.

EACH TIME A DRIVER ALLOWS STUDENTS TO THRUST ANY PART OF THEIR BODIES OUT OF OPEN WINDOWS OF THE VEHICLES.

FAILURE OF A DRIVER TO BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAWS, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE STATE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

FAILURE OF THE DRIVER TO HAVE ON HIS OR HER PERSON AN APPROPRIATE OPERATOR'S LICENSE.

FAILURE TO HAVE AVAILABLE THE MINIMUM NUMBER OF SPARE VEHICLES AS REQUIRED BY

THE CONTRACT.

FAILURE TO PROVIDE NEW SERVICE TO A STUDENT WITHIN THE 48 HOURS DESCRIBED WITHIN.

EACH TIME A VEHICLE ARRIVES AFTER THE TIME A SESSION IS DUE TO START.

EACH TIME THE OPERATOR REQUIRES A SCHOOL TO DISMISS STUDENTS PRIOR TO THE NORMAL CLOSE OF THE SCHOOL SESSION EXCEPT WHERE AUTHORIZED BY THE DEPARTMENT OR THE TMC.

FAILURE TO COMPLY WITH CHANGES IN THE RUN INCLUDING ADDITIONS OR DELETIONS OF STOPS.

ALTERING THE RUN SCHEDULE OR PICKUP SEQUENCE OF THE RUN WITHOUT NOTIFYING THE DEPARTMENT, THE TMC, SCHOOL PRINCIPAL AND PARENTS.

FAILURE TO SERVICE EACH DESIGNATED STOP IN EACH RUN.

F. ONE-THIRD THE COST OF THE VEHICLE PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE TO THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

EACH VEHICLE WITH AN OPERATOR NOT WEARING OR VISIBLY DISPLAYING AN IDENTIFICATION BADGE WITH THE REQUIRED INFORMATION.

EACH OPERATOR WHO FAILS TO ASSIST IN CONDUCTING OF AN EMERGENCY DRILL.

FAILURE TO INFORM THE PRINCIPAL OR HIS/HER DESIGNEE THAT STUDENT'S PICKUP TIMES AND DROP OFF TIMES WILL BE CHANGED BECAUSE OF AN ADDITION OR DELETION OF STOPS OR OTHER REVISIONS TO A RUN.

FAILURE TO NOTIFY THE SCHOOL AND THE TMC IMMEDIATELY OF A BREAKDOWN ON THE WAY TO AND FROM SCHOOL.

MAKING A STOP AT AN UNAUTHORIZED LOCATION.

FAILURE TO DISPLAY THE RUN NUMBER INSIDE THE SIDE FRONT WINDOWS OF THE VEHICLE SO THAT IT CAN CLEARLY BE SEEN FROM A DISTANCE OF NOT LESS THAN 15 FEET.

FAILURE TO KEEP THE INTERIOR OF A VEHICLE CLEAN.

FAILURE TO WASH THE EXTERIOR OF EACH VEHICLE WEEKLY OR TO KEEP IT CLEAN.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRE EXTINGUISHER, FLARES OR FIRE BLANKET.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRST AID KIT ALONG WITH BODY FLUID KIT AND GLOVES AND SEAT BELT CUTTER.

FAILURE TO SHUT OFF THE MOTOR, TO REMOVE THE IGNITION KEY, SET THE BRAKES AND TURN THE WHEELS TO THE CURB WHEN THE DRIVER LEAVES A PARKED VEHICLE.

ANYTIME PASSENGERS OTHER THAN STUDENTS ASSIGNED BY THE DEPARTMENT/TMC ARE CARRIED IN VEHICLES USED IN THIS CONTRACT EXCEPT AS AUTHORIZED BY THE DEPARTMENT.

ANY OTHER VIOLATION OF THE CONTRACT WHATSOEVER FOR WHICH NO SPECIFIED LIQUIDATED DAMAGES ARE LISTED.

NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE DEPARTMENT TO DECLARE THE CONTRACTOR IN DEFAULT OF THE CONTRACT IN ADVANCE OR, IN LIEU OF, OR IN ADDITION TO THE ASSESSMENT OF LIQUIDATED DAMAGES.

EVALUATION BID WORKSHEET ZONE #1

THE RATE PAID FOR A WHEELCHAIR VEHICLE WILL BE THE SAME AS THE RATE PAID FOR A VAN.
Cost of Monitor must be included in the hourly rate.
All costs are all inclusive.

1 Hour Route	$ 3,650 /month	x	12	=	$ 43,800-
2 Hour Route	$ 8,200 /month	x	12	=	$ 98,400-
3 Hour Route	$ 8,000 /month	x	12	=	$ 96,000-
4 Hour Route	$ 8,000 /month	x	12	=	$ 96,000-
5 Hour Route	$ 7,500 /month	x	12	=	$ 90,000-
6 Hour Route	$ 7,500 /month	x	12	=	$ 90,000-

Total Proposed Yearly Cost $ 514,200-

**Monitor Hourly Rate (1) $ 100- (2) $ 120- (3) $ 180-
(4) $ 240- (5) $ 300- (6) $ 360-
**This is for clarification only; cost of Monitor must be included in hourly rate.

EVALUATION BID WORKSHEET ZONE #2

THE RATE PAID FOR A WHEELCHAIR VEHICLE WILL BE THE SAME AS THE RATE PAID FOR A VAN.
Cost of Monitor must be included in the hourly rate.
All costs are all inclusive.

1 Hour Route	$ 3,300 /month	x	12	=	$ 39,600-
2 Hour Route	$ 9,000 /month	x	12	=	$ 108,000-
3 Hour Route	$ 8,950 /month	x	12	=	$ 107,400-
4 Hour Route	$ 8,900 /month	x	12	=	$ 106,800-
5 Hour Route	$ 7,500 /month	x	12	=	$ 90,000-
6 Hour Route	$ 7,500 /month	x	12	=	$ 90,000-

Total Proposed Yearly Cost $ 541,800-

**Monitor Hourly Rate (1) $ 100- (2) $ 120- (3) $ 180-
(4) $ 240- (5) $ 300- (6) $ 360-
**This is for clarification only; cost of Monitor must be included in hourly rate.

EVALUATION BID WORKSHEET ZONE #3

THE RATE PAID FOR A WHEELCHAIR VEHICLE WILL BE THE SAME AS THE RATE PAID FOR A VAN.
Cost of Monitor must be included in the hourly rate.
All costs are all inclusive.

1 Hour Route	$ 3,300 /month	x	12	=	$ 39,600-
2 Hour Route	$ 7,800 /month	x	12	=	$ 93,600-
3 Hour Route	$ 8,400 /month	x	12	=	$ 100,800-
4 Hour Route	$ 8,800 /month	x	12	=	$ 105,600-
5 Hour Route	$ 7,000 /month	x	12	=	$ 84,000-
6 Hour Route	$ 7,000 /month	x	12	=	$ 84,000-

Total Proposed Yearly Cost $ 507,600-

**Monitor Hourly Rate (1) $ 100- (2) $ 120- (3) $ 180-
(4) $ 240- (5) $ 300- (6) $ 360-
**This is for clarification only; cost of Monitor must be included in hourly rate.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Chief Executive Officer
BIDDER TITLE

EVALUATION BID WORKSHEET ZONE #4

THE RATE PAID FOR A WHEELCHAIR VEHICLE WILL BE THE SAME AS THE RATE PAID FOR A VAN.
Cost of Monitor must be included in the hourly rate.
All costs are all inclusive.

1 Hour Route	$ 3,300 /month	x	12	=	$ 39,600-
2 Hour Route	$ 7,000 /month	x	12	=	$ 84,000-
3 Hour Route	$ 9,500 /month	x	12	=	$ 114,000-
4 Hour Route	$ 9,250 /month	x	12	=	$ 111,000-
5 Hour Route	$ 7,500 /month	x	12	=	$ 90,000-
6 Hour Route	$ 7,500 /month	x	12	=	$ 90,000-

Total Proposed Yearly Cost
$ 528,600-

**Monitor Hourly Rate (1) $ 100- (2) $ 120- (3) $ 180-
(4) $ 240- (5) $ 300- (6) $ 360-
**This is for clarification only; cost of Monitor must be included in hourly rate.

EVALUATION BID WORKSHEET ZONE #5

THE RATE PAID FOR A WHEELCHAIR VEHICLE WILL BE THE SAME AS THE RATE PAID FOR A VAN.
Cost of Monitor must be included in the hourly rate.
All costs are all inclusive.

1 Hour Route	$ 3,300 /month	x	12	=	$ 39,600-
2 Hour Route	$ 7,250 /month	x	12	=	$ 87,000-
3 Hour Route	$ 9,500 /month	x	12	=	$ 114,000-
4 Hour Route	$ 9,500 /month	x	12	=	$ 114,000-
5 Hour Route	$ 8,500 /month	x	12	=	$ 102,000-
6 Hour Route	$ 7,500 /month	x	12	=	$ 90,000-

Total Proposed Yearly Cost
$ 546,600-

**Monitor Hourly Rate (1) $ 100- (2) $ 120- (3) $ 180-
(4) $ 240- (5) $ 300- (6) $ 360-
**This is for clarification only; cost of Monitor must be included in hourly rate.

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Cost Bid Worksheet Zone 1
Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1	
1 Hour Route	$ 3,650-
2 Hour Route	$ 8,200-
3 Hour Route	$ 8,000-
4 Hour Route	$ 8,000-
5 Hour Route	$ 7,500-
6 Hour Route	$ 7,500-

* Charge includes all Monitors

Cost Bid Worksheet Zone 2
Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1	
1 Hour Route	$ 3,300-
2 Hour Route	$ 9,000-
3 Hour Route	$ 8,950-
4 Hour Route	$ 8,900-
5 Hour Route	$ 7,500-
6 Hour Route	$ 7,500-

* Charge includes all Monitors

Cost Bid Worksheet Zone 3
Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1	
1 Hour Route	$ 3,300-
2 Hour Route	$ 7,800-
3 Hour Route	$ 8,400-
4 Hour Route	$ 8,800-
5 Hour Route	$ 7,000-
6 Hour Route	$ 7,000-

* Charge includes all Monitors

Cost Bid Worksheet Zone 4
Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1	
1 Hour Route	$ 3,300-
2 Hour Route	$ 7,000-
3 Hour Route	$ 9,500-
4 Hour Route	$ 9,250-
5 Hour Route	$ 7,500-
6 Hour Route	$ 7,500-

* Charge includes all Monitors

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BIDDER **TITLE**

Cost Bid Worksheet Zone 5
Vehicle Bid Prices

	Charges Per Month
All Inclusive Vehicle Charges Per Month* Year 1	
1 Hour Route	$ 3,300-
2 Hour Route	$ 7,250-
3 Hour Route	$ 9,500-
4 Hour Route	$ 9,500-
5 Hour Route	$ 8,500-
6 Hour Route	$ 7,500-

* Charge includes all Monitors

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BIDDER SIGN HERE _____ Chief Executive Officer
BIDDER **TITLE**

Provider Schools in Zone 1	Session Times	Number of Students
Alternatives for Children- Setauket 14 Research Way East Setauket, NY 11733 631-331-6400	9:00 – 2:30	1
Crossroads School 90 Henry St Inwood, NY 11696 516-239-2182	8:30 – 1:30 10:30 – 12:30 12:30 – 3:00	8 1 1
Hebrew Academy (HASC) 321 Woodmere Blvd Woodmere, NY 11598 516-295-1340	8:45 – 2:15	68
ICCD- Bayside 35-55 223rd Street Bayside, NY 11361 718-428-5370	8:45 – 2:15	1
Lifeline Center 80-09 Winchester Blvd Queens Village, NY 11427 718-740-4300	8:45 – 2:15	1
On Our Way Learning Center 264 Beach 19th Street Far Rockaway, NY 11691 718-868-2961	8:30 – 2:00	1
QSAC 12-10 150th Street White Stone, NY 11357 718-747-6674	8:30 – 2:30	1
St. Mary's Hospital for Children 29-01 216th Street Bayside, NY 11360 718-281-8869	8:15 – 1:45	2
Variety – Levittown 72 Farmedge Rd Levittown, NY 11756 516-490-3301	8:30 – 2:30	17

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BIDDER **TITLE**

Provider Schools in Zone 2	Session Times	Number of Students
BOCES – Massapequa Park		
Carmen Rd	8:45 – 2:45	8
Massapequa Park, NY 11762		
516-608-6200		
BOCES – Westbury		
1196 Prospect Ave	9:00 – 3:00	71
Westbury, NY 11590		
516-719-6070		
Hagedorn Little Village		
750 Hicksville Rd	9:00 – 11:30	34
Seaford, NY 11783	9:00 – 2:30	61
516-520-6000	1:00 – 3:30	39
	9:00 – 3:30	10
UCP		
380 Washington Ave	9:00 – 11:30	5
Roosevelt, NY 11575	9:00 – 2:30	75
516-378-2000	12:00 – 2:30	5

Provider Schools in Zone 3	Session Times	Number of Students
ACDS		
4 Fern Place	8:50 – 11:30	10
Plainview, NY 11803	8:50 – 2:00	63
516-933-4700	8:50 – 3:00	9
	12:20 – 3:00	13
Bellmore UFSD		
2750 South Marks Avenue	9:10 – 11:40	7
Bellmore, NY 11710	12:50 – 3:20	10
516-679-2940		
Just Kids – Baldwin		
2501 Milburn Ave	9:00 – 2:00	58
Baldwin, NY 11510		
516-377-4200		
Just Kids – Lindenhurst		
887 Kellum Street	8:30 – 11:00	1
Lindenhurst, NY 11757	8:30 – 2:30	23
631-884-3000	12:00 – 2:30	5
ICCD Mineola		
151 Jackson Ave	8:45 – 2:45	22
Mineola, NY 11501		
718-428-5370		

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BIDDER SIGN HERE _____ Chief Executive Officer

BIDDER **TITLE**

Provider Schools in Zone 4	Session Times	Number of Students
Brookville Center for Children's Services: 189 Wheatley Rd Brookville, NY 11545 516-626-1000	9:00 – 2:45	47
Brookville Center for Children's Services: 1983 Marcus Ave New Hyde Park, NY 11042 516-236-5623	8:30 – 2:30	48
Brookville Center for Children's Services: 223 Store Hill Rd Old Westbury, NY 11568 516-938-1784	9:00 – 2:30	9
Brookville Center for Children's Services: 280 Crossways Park Dr Woodbury, NY 11797 516-938-1784	9:00 – 2:30	106
Brookville Center for Children's Services: 550 Post Ave Westbury, NY 11590 516-686-4496	8:30 – 2:30	31
ICCD – New Hyde Park 999 Herricks Rd New Hyde Park, NY 11040 516-674-8395	8:45 – 2:45	20

Provider Schools in Zone 5	Session Times	Number of Students
Alternatives for Children – Dix Hills 600 South Service Rd Dix Hills, NY 11746 631-271-0777	9:00 – 2:30 12:30 – 3:00	10 1
DDI – Huntington 25 Little Plains Rd Huntington, NY 11743 631-266-4400	9:30 – 3:30	2
Millneck Manor Frost Mill Rd Millneck, NY 11765	9:30 – 2:45	59
Millneck Oyster Babies 15 Shore Ave Oyster Bay, NY 11771	9:00 – 2:30	1
School for Language 100 Glen Cove Ave Glen Cove, NY 11542 516-609-2000	9:00 – 3:00	49

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BIDDER **TITLE**

Variety - Syosset

47 Humphrey Dr	8:30 – 11:30	31
Syosset, NY 11791	8:30 – 1:00	4
516-921-7171	8:30 – 2:30	121
	1:00 – 4:00	4

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BIDDER SIGN HERE _____ **BIDDER**

Chief Executive Officer
TITLE

FORMAL BID RECOMMENDATION

BID NUMBER : 93927-03316-018 OPEN : March 31, 2016
TITLE: Preschool Transportation
DATE: May 10, 2016
TO: **BUYER – Vita Virgilio** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: May 10, 2016
To: Supervisor From: Buyer: Vita Virgilio

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/11/15

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☑ Subject to Legislature Approval

Director

	Bid Results
Items	**Bidder**
Zones 1,4 and 5	My recommendation is to award this to Bidder 1 as the lowest responsible bidder.