INVITATION FOR BIDS

● Management, Operation and Maintenance of the Columbia County Youth Transportation System

● The Columbia County Board of Supervisors will receive and publicly open Bids at the County Office Building, 401 State Street, Hudson, New York 12534 on November 22, 2019 at 3:00 P.M.

● The County of Columbia reserves the right to reject in whole or in part any and all Bids.

● Bids mailed or otherwise submitted must be received no later than the stated date and time.

● Bids submitted later than the above mentioned time will not be considered.

● An original and one (1) copy and one (1) USB Flash Drive in PDF format of all Bids are to be submitted to:

  Columbia County Central Services
  County Office Building
  401 State Street
  Hudson, New York 12534
  Phone: (518) 828-2031

ATTENTION: Failure to indicate “INVITATION FOR BIDS: MANAGEMENT, OPERATION AND MAINTENANCE OF THE COLUMBIA COUNTY YOUTH TRANSPORTATION SYSTEM” on the outside of the Bid envelope of the Bid might necessitate the premature opening of the Bid which might compromise its confidentiality.
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INVITATION FOR BID

Management, Operation and Maintenance of the Columbia County
Youth Transportation System

Intent

It is the intent of Columbia County’s Department of Social Services to contract with a firm with expertise in the field of passenger transportation for the operation and management of a youth transportation system to provide transportation for afterschool and summer youth programs to children residing in the Greater Hudson area. These programs, while similar, operate separately from one another and at different times of the year.

Afterschool Program

During the school year, the contractor will provide transportation for youth from several youth programs in the city of Hudson to bus stops located in Hudson and the greater Hudson area including Greenport, Stottville, Stockport, Ghent, Claverack and Philmont. This transportation will be performed at 5:00 PM and 6:00 PM Monday-Friday from September until June each school year. The bus does not run when there is no school, including holidays, snow days, and break weeks.

Summer & School Breaks

The Summer Youth Program operates Monday - Friday from the first Monday following July 4 until the middle of August each summer (generally about six weeks). In addition, the bus will run the same route during each of the school break weeks in February and April. The coverage area covers a similar, but slightly larger geographic area than the afterschool route and may possibly expand to include a part of Livingston in the future.

The Contractor will run two (2) separate AM routes picking up youth along the route and with drop offs at youth programs. The Contactor will also run an afternoon route picking up youth at the youth programs and dropping youth off at stops along the same route.

Submission of Bids

An original and one (1) copy and one (1) USB Flash Drive in PDF format of all Bids are to be submitted to:

Columbia County Central Services
County Office Building
401 State Street
Hudson, New York 12534
Phone: (518) 828-2031

NO LATER THAN NOVEMBER 22, 2019 at 3:00 P.M.

Clearly mark envelope: “INVITATION FOR BID: Management, Operation and Maintenance of the Columbia County Youth Transportation System.”
Bids received after the submission deadline shall be returned unopened and will not be considered. The county is not responsible for delivery delays and the clock at the county Purchasing Office shall indicate the official time of receipt.

The signer of the Bid, guaranteeing authenticity must initial any alterations, interlineations or erasure on the Bid.

All changes in connection with this Bid will be issued in the form of a written addendum and sent to all known potential respondents, Contractors of record and any other party requesting a copy of this IFB not less than five (5) working days prior to the Bid due date. Signed acknowledgement of receipt of each addendum must be submitted with each Bid.

A Bid, including all prices, may not be withdrawn, modified or canceled by the Contractor for a period of sixty (60) days following the Bid deadline and the Contractor so agrees upon submission of the Bid. Once selected, the Contractor agrees to extend submitted prices, if needed, during the contract negotiation period.

Columbia County will serve as the sponsor and conduit for any applicable State and Federal funds to support this project. Columbia County retains the right to reject any or all Bids and to withdraw this Invitation at any time.

Columbia County is an equal opportunity employer.

Basis for Award

Submission of a Bid implies the Contractor's acceptance of the basis for award and Contractor recognition that subjective judgments must be made by the County.

Proposals shall be evaluated based on the requirements set forth in the Invitation for Bid. Selection of the firm will be at the discretion of the County as defined in the County’s adopted expenditure policy, and will be based on the proposal that the County deems to be the most responsive, responsible and serves the best interest of the County, and in accordance with Columbia County Local Law 1 of 2014 on the basis of best value.

Selected proposers may be required to make on-site oral and visual presentation or demonstrations at the request of the County. The County will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposers.

All bidders must meet the minimum technical requirements listed in Technical Specifications Section. The County reserves the right to reject any and all Bids as a whole or in part.

Definitions

Whenever the following terms or abbreviations are used in the Bid, the intent and meaning shall be interpreted as follows:
"ADA" means the Americans with Disabilities Act of 1990.

"County" means Columbia County.

“Provider / Carrier / Contractor” may be used interchangeably throughout this Invitation for Bid.

Relationship between Selected Contractor and Columbia County after Award

After selection, the successful Contractor will enter into a contract with Columbia County. Columbia County will administer the contract, monitor Contractor performance, and serve as the designated recipient of all federal and state grant funds that have been designated to support this service. The County will keep all advertising revenue, should such occur, to offset operating costs of the system.

Bid Format

Each Bid shall contain the following in the specified order:

- Transmittal Letter
- Exception Pricing (if necessary)
- Bid Price(s)
- Satisfaction of Technical Specifications
- Description of Services and Demonstrating Understanding of Project
- Terms and Conditions

All Bids must be typed on standard 8½" x 11" paper. All Bids must submit all required forms and documents requested.

The completed Bid shall be sealed for delivery to the County per instructions above. All documents included in the Bid and outside of the envelope must be labeled with the Contractor's name and the title of “Invitation for Bids”.
GENERAL PROVISIONS

Scope

Columbia County requires a firm with expertise in the passenger transportation field to manage, operate and maintain Columbia County's Youth Transportation System.

Contractor Information

The successful Contractor must be a reputable, established and financially stable Contractor of the service requested. The County requires assurance that the Contractor has a high probability of remaining in business during the term of the contract resulting from this request.

References

A list of current and past customers to whom the Contractor is or has performed similar services shall be provided including names of the organization, addresses, contact persons and telephone numbers. Other pertinent references may be given at the Contractor's discretion.

Contract Period

The contract resulting from this Invitation for Bids will be for three (3) years with an option for two (2) one-year extensions, commencing on the date a contract is signed between the Contractor and the County. The County shall have the option to renew its contract with the successful Contractor subject to negotiation and agreement between both parties.

Contractor Responsibilities

The successful Contractor will provide complete management, operations, and maintenance services to support the proposed service.

The selected Contractor shall be knowledgeable of New York State and Federal requirements, permits, and other authorities needed to perform the scope of services described herein; specifically the transportation of children. Such regulations include but are not limited to Part 6 of the Rules and Regulations of the Commissioner of Motor Vehicles.

Evidence of such authorities shall be provided with the Contractor's Bid. Omission of any requirement from this Section does not relieve the selected Contractor from its obligation in this area. The selected Contractor shall obtain appropriate NYSDOT permits and operating authority to operate this service prior to the start of service. Contractor will be compliant with all BAITFISH requirements either when the contract commences or in a manner or timeframe as prescribed by NYSDOT.

Route Structure

The County shall reserve the right to determine the route structure based on the needs of the service population. In addition, the County shall reserve the right to change said route structure if necessary during the period of contract based on the needs of the service population.
**Afterschool Program**

During the school year, the contractor will provide transportation for youth from several youth programs in the City of Hudson to stops located in Hudson, Greenport, and Stottville, Stockport, Ghent, Claverack and Philmont. Based on when the different youth programs end, there is a 5:00 PM bus and a 6:00 PM bus.

These routes are subject to change based on the residences of participating youth, the location of the bus depot, and what the Youth Transportation Coordinator determine to be the most effective routes.

**Summer & School Breaks**

Summer youth programs begin at 9:00 AM and 10:00 AM. The general route will include stops in Philmont, Claverack, Ghent, Stottville, Greenport, and the City of Hudson. The return follows generally the same route back to Philmont. The Summer Youth route is subject to variation depending upon ridership, and participating youth programs. Route expansion to other locations within the greater Hudson area may be explored. Due to the number of passengers, two buses are used and the route can be split up geographically.

It is each Contractor's responsibility to familiarize themselves with the sample route structures prior to submitting their Bid. See Appendix C.

**Estimated Ridership**

**Afterschool Program**

Approximately sixty (60) to eighty (80) youth ride the two buses daily. The 5:00 PM bus generally has about 12-20 riders and a smaller bus is generally an adequate size.

**Summer & School Breaks**

Ridership varies from week to week but typically between one hundred (100) to one hundred forty (140) children are transported daily.

Additional statistical data regarding current ridership is found in Appendix A. The County offers this general information, but makes no representation that the Contractor will be guaranteed this level of ridership. Information contained in Appendix A is provided only to assist Contractors in assessing the market, which shall be solely the responsibility of the Contractor.

**System Growth**

The Contractor will work closely with the County to determine and meet community needs, propose options and alternatives. The selected Contractor will demonstrate an ability to work closely with the County towards continued coordination of all transportation systems/networks, including private, public, and not-for-profit agencies in order to maximize use
of any and all existing vehicles, to fulfill unmet needs and reduce duplication of service. Any change in the service or schedule shall be at the option of the County. Columbia County reserves the right to terminate or expand service. Should this occur, payment to the Contractor by the County shall be reduced or increased proportionately according to the agreed upon cost whether it be per mile or cost per hour rate. Should service be modified to the extent that hours of service, number of buses or total miles are effected by more than 10% at the end of any annual reporting date or anniversary of the contract, the Contractor and/or the County can enter into negotiation to modify the contract amount.

**On-Time Performance: Fixed Routes**

The Contractor will be required to meet on-time performance standards. Fixed-route trips will be considered "on-time" as long as they run no longer than five (5) minutes later than the scheduled time.

A schedule will developed containing approximate times and pre-determined locations so that the County may supply participating youth with dependable locations and times for pick-up. Arriving consistently and within no more than five (5) minutes of the published times enhances the safety, reliability and integrity of the program.

Consistency and dependability shall be maintained except where/when adverse weather or road conditions may prohibit.

Monthly reports shall be provided to the County as part of operating assistance requests.

**Phone Service**

A local line shall be dedicated and staffed during operating hours. Schedule information shall be readily available and understandable to the riders and participating organizations. The Contractor will schedule route deviation service.

The Contractor shall be required to keep a log of all complaints and comments received concerning service and to bring such complaints and comments to the attention of the County within two working days of receipt. If there has been a complaint about service, the Contractor shall reply, in writing, to the County indicating the corrective action taken to remedy any deficiency.

**PERSONNEL**

- The Contractor shall furnish adequate, qualified, trained personnel to manage, operate, and maintain the transportation services as described by this Invitation for Bid.

- Contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. The Contractor shall comply with the requirements of employee liability, Worker's Compensation, unemployment insurance, Social Security, and all other applicable laws.
Drivers

The Contractor shall supply the required number of properly qualified personnel to operate the equipment and to provide required services. Each of the Contractor's employees shall, at all times while on duty in the performance of services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall be at least 21 years of age and comply with State Vehicle and Traffic Law and with rules and regulations of the State Department of Transportation for School Buses.

Driver Logs

Drivers will be required to maintain vehicle logs for each day of service. Logs will include but not limited to the total number of passengers on each trip, daily vehicle mileage, miles and hours of revenue service operated, vehicle utilized, and other pertinent information deemed necessary by the County. Data shall be submitted to the County on a monthly basis in a manner and form prescribed by the County.

Complaint Logs

County issued daily complaint logs shall be maintained by the Contractor for each bus route. Logs will include the driver name, name and contact information for the complainant, nature of the complaint, time and location of the complaint and any other miscellaneous information deemed relevant by the individual receiving the complaint. Separate logs for each bus route shall be submitted to the Youth Transportation Coordinator on a monthly basis.

Injury Forms

County issued injury forms shall be completed in each instance that an injury is alleged to have occurred involving a bus route. Forms will include the driver name, name and contact information for the alleged injured party and their parent/guardian, as well as witnesses, the nature of the alleged injury, time and location of the alleged injury, bus number and any other miscellaneous information deemed relevant. All forms shall be submitted to the Youth Transportation Coordinator within 24 hours of the alleged occurrence. Additionally, all accidents must be immediately reported to Columbia County, the Columbia County Attorney, and the Columbia County Sheriff.

VEHICLES

The Contractor will be responsible for providing and maintaining the school buses or equivalent vehicles to operate the proposed service in accordance with all Federal, State and local regulations governing their use. All of the vehicles shall be available for inspection.

The selected Contractor is required to have at their immediate disposal sufficient spare vehicles to meet service needs. It is the Contractor's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements.
Vehicle Type/Age

Bids shall describe in detail the size and type of vehicles proposed to meet the needs for the service proposed.

Vehicles may be new or used, leased or owned by the Contractor.

At a minimum, vehicles shall comply with all ADA requirements and meet all NYSDOT inspection and licensing requirements.

Licensing

It shall be the Contractor's responsibility to keep all vehicles fully licensed and inspected as required by the State of New York and applicable local government agencies. The operator must comply with all State and local vehicle registration, permitting and regulatory requirements.

Safety Inspections

The Contractor shall perform daily safety inspections of vehicles prior to beginning each day's service. In order to pass inspection vehicles must be in compliance with all applicable government regulations. Any vehicle not passing the daily pre-trip inspection will not be used for service until the reason for failing inspection has been corrected. A daily inspection log shall be kept and delivered to the County upon request.

Maintenance, Maintenance Location, and Garage Location

The Contractor shall, at its expense, maintain all vehicles used for this program in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where duplicate standards exist, the Contractor shall be required to maintain vehicles in accordance with the stricter standards. Vehicles will be kept clean and litter free inside. Exteriors will be washed a minimum of twice weekly. Interiors shall be swept clean daily and washed weekly or more often if needed in winter months.

Service records will be retained for all vehicles and must be available for County or NYSDOT inspection during normal office hours. The Contractor shall describe how and where vehicles will be maintained, and any maintenance system or procedures that will be utilized.

Fuel Provision (Diesel)

1. If negotiated, the Municipal Corporation will allow the Carrier to purchase fuel from the Municipal Corporation’s Petro Vend Fuel Management System, at a rate determined by the Municipal Corporation, in its discretion, plus a ten cent ($0.10) per gallon surcharge.

2. The Municipal Corporation will provide the Carrier with a key and a PIN number for each bus that will be utilizing the Petro Vend Fuel Management System.
3. The Carrier will use the fuel purchased from the Municipal Corporation’s Petro Vend Fuel Management System exclusively for the purposes of the Third Party Agreement and shall not use such gasoline for any other purpose.

4. The Carrier hereby agrees to indemnify and hold harmless the Municipal Corporation, and the officers, agents, and employees of said Municipal Corporation, from and against all loss, damage, claims, demands, causes of action, liabilities and judgments arising out of bodily injury or property damage of whatever kind or nature, caused by Carrier and/or its employees, and arising out of Carrier’s performance of this agreement. Additionally, the Carrier agrees to hold harmless and indemnify the Municipal Corporation from the following potential claims:

5. Any claim, assessment, penalty, and/or any damages arising from an audit conducted or charge imposed by the State of New York and any agency thereof against the Municipal Corporation for failure to charge, collect or impose a sales, use or any tax which may be required on the fuel sold and/or provided by the Municipal Corporation to the Carrier, and

6. For projection purposes, Columbia County 2020 budget is using an estimate of $3.00 per gallon of fuel. This is NOT a guaranteed price and Contractor will not be allowed to adjust the contractual price

7. If Contractor seeks to exercise this option it should be specifically contained and calculated in the terms of their bid.

**Radios**

The selected Contractor must furnish two-way communication. Contractors shall describe such equipment, indicating the location of the base station, repeaters, broadcast antenna, etc. As routes expand, Contractors shall plan to provide comparable radio coverage. It shall be the Contractor's responsibility to possess and maintain all required FCC licenses/permits.

**INSURANCE/ACCIDENT REQUIREMENTS**

All accidents must be reported immediately to Columbia County, the Columbia County Attorney, and the Columbia County Sheriff. All moving violations issued to drivers must immediately be reported to the County Public Transportation Coordinator.

Before commencing work, the successful Contractor and any subcontractor shall furnish evidence of a Certificate of Insurance (ACORD Form 25 or 25-S), acceptable to the County, that The Contractor has procured and will maintain until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified.
A. **Workers’ Compensation** - Statutory Workers’ Compensation, Employer’s liability and New York State Disability in accordance with the Workers’ Compensation and disability benefits laws of the State of New York; or

B. **Auto Liability and Auto No-Fault**

1. Liability - Monetary Limits - $3,000,000 per accident

   - Coverage shall provide for any vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed or temporality used vehicles by Consultant.

C. **General Liability** - Comprehensive or Commercial Form

1. Coverages to be indicated on certificate
   - a. Bodily Injury
   - b. Property Damage
   - c. Personal Injury
   - d. Blanket Contractual Liability

2. Monetary Limits - $1,000,000 per occurrence
   - $3,000,000 annual aggregate
   - County of Columbia shall be named as an additional insured.

D. **Umbrella Excess Liability - Certificate Required**

1. Monetary Limit: $5,000,000 in excess of basic limits required above for Auto and General Liability.

**Signature - Cancellation - Additional Insured Status**

a. Each policy or certificate of insurance required herein, and a licensed resident agent thereto, must sign each endorsement. Autograph signatures are required; facsimile or stamped signatures are not acceptable.

a. Each policy or certificate of insurance required herein shall contain the following endorsement:

"In the event of any material alteration or cancellation of this policy, thirty (30) days written notice shall be given to the Columbia County Attorney, 401 State Street, Suite 2B, Hudson, New York 12534”

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b. Under "REMARKS" on each Certificate evidencing Commercial General Liability Coverage, the County of Columbia must be named as an additional insured.

In the event such insurance shall lapse, the County expressly reserves the right to renew the insurance, or at its option deem the Agreement cancelled provided that the County shall give Contractor thirty (30) days prior notice of its intent to cancel and an opportunity to cure. The amount or amounts of said policy or policies shall not be deemed as a limitation of Contractor's agreement to save and hold harmless the County, and in the event the County should become liable in an amount in excess of the amount or amounts of said policy or policies, then Contractor shall save the County harmless from the whole thereof.

**PASSENGERS**

**ADA Compliance: Service Contractor's Responsibility**

Services provided under contract to Columbia County are subject to the provision of the Americans with Disabilities Act of 1990 and the regulations promulgated by the Federal Transit Administration pursuant thereto. These regulations will impact the employment, vehicle acquisition requirements, and the manner in which services are operated. In order to meet ADA requirements, the system may operate as fixed route, with complementary paratransit service at a level of service that is comparable to that provided on the fixed route system; or as an alternative route deviation can be provided, but it should be available to all persons regardless of disabilities.

**Safety and Sensitivity of Passengers**

The Contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with a fire extinguisher and appropriate first aid kits, which shall be furnished by the Contractor.

**BILLING**

On a monthly basis, the Contractor will provide Columbia County with a detailed invoice. Each invoice shall document number of service hours and days including off days due to weather or mechanical issues, revenue miles, number of passengers and agencies served.

Columbia County will pay the Contractor, upon receipt and approval of a complete and accurate invoice, within the County's prescribed Contractor payment schedule. All invoices shall be signed by the chief financial officer of the Contractor's company so as to guarantee authenticity of the stated request. Columbia County may, at any time, conduct an audit of any and/or all records kept by the Contractor of this service. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices.
BID REQUIREMENTS

TRANSMITTAL LETTER

Responses shall contain a transmittal letter that must be typed on the Contractor’s 8½” x 11” stationary and include the following:

1. The identification of the Contractor submitting the Bid.
2. The name, title, phone, and fax numbers of the person or persons authorized to contractually obligate the Contractor with this Bid and in future negotiations.
3. The names, titles and telephone numbers of the persons to be contacted for clarifications.
4. Description of firm’s qualifications and experience.
5. An indication of acceptance of the general provisions, requirements and contract terms as described within this Invitation for Bid.
6. An acknowledgment of receipt of all amendments to this request.
7. A person who is authorized to obligate the Contractor in a contract offer must sign the letter.

EXCEPTIONS

Unless explicitly stated in the Bid, the County shall assume that all Bids are in full compliance with all specifications, without exception.

All items in the Bid that are not in full compliance or that vary from any of the specifications shall be clearly defined as exceptions. Specific reference to the relevant section(s) in the specifications and the precise nature of the variance or non-compliance shall be clearly stated in the Bids.

The County reserves the right to accept any and/or all/non of the exceptions(s) substitution(s) deemed to be in the best interest of the County.

Non-compliance or variance with any items in the specifications shall not necessarily result in rejection of a Bid.

BIDS

Pricing is to be based on the total cost to manage, operate and maintain public transportation services for Columbia County during the project period. The contract resulting from this Invitation for Bids will be for three (3) years commencing on the date a contract is signed between the Contractor and the County. The County shall have the option to renew its contract with the successful Contractor subject to negotiation and agreement between both parties and subject to the approval of the New York State Department of Transportation. In awarding the contract to the successful Contractor, the total cost submitted as a result of this
Invitation needs to be a per mile rate and payment to the successful Contractor will be based on the actual revenue vehicle miles of service provided. Actual beginning date of service will be dependent upon the execution of a contract between the County and the successful Contractor and the successful Contractor's compliance with the New York Department of Transportation's regulations concerning operating authority, insurance, tariff, vehicle inspection and identification.

Bidders that choose to exercise the option to use County supplied fuel stations should specify the same in their bid.

For the purposes of any resulting contract, "revenue vehicle miles" means the actual miles driven by the Contractor's vehicles while providing service as specified in the timetable and excluding deadhead mileage.

For the purposes of any resulting contract, "deadhead mileage" means vehicle travel between the garage and the beginning of the route where passengers may board. Other deadhead mileage includes vehicle travel from the end of one route to the beginning of another route and travel from the end of a route to a garage or other storage facility.

For the purposes of any resulting contract, "revenue vehicle hours" means the actual hours driven by the Contractor's vehicles while providing service as specified in the timetable.

**TECHNICAL SPECIFICATIONS**

1. Bidders must submit documentation of safety inspection rating by NYSDOT. Bidders must have a rating of no less than 90%.

2. Bidders must submit documentation of the ability to access and provide adequate vehicles.

3. Bidders must have at least 10 (ten) years in the transportation of passengers industry.

**TERMS AND CONDITIONS**

**Bids:** All Bids are open to negotiation until a contract is executed. The County shall not be liable for any costs incurred by the Contractor in preparing a response to this Invitation. Contractors will submit Bids at their own risk and expense. The County makes no guarantee that any services will be contracted as a result of this Invitation, and reserves the right to reject any and all Bids. All Bids and their accompanying documentation will become the property of the County. The County will not be obligated to the Contractor for services until authorized County officials have a signed contract.

**Payment:** The County does not make payment upon signing of a contract. Payment is only made after receipt and acceptance of detailed monthly invoices which includes a report of
the number of service days, revenue miles and passengers. Final payment will not be made until completion of all aspects of the contract resulting from this Invitation for Bid.

Confidentiality: To the extent permitted by law, Contractors may request in writing non-disclosure of confidential data. Such data shall accompany the Bid, be clearly identified, and shall be placed in an envelope clearly marked "Confidential Data" and submitted with the Bid. Any request to keep the entire Bid confidential cannot be honored. Pricing becomes public information at the time of the opening.

Regulatory Requirements: Any contract entered into pursuant to these specifications will be subject to the applicable terms and conditions of the county's financial assistance agreement with the State of New York and the contract of financial assistance between the State of New York and the U.S. Department of Transportation.

The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of transit services.

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

Assignment of Contract or Subcontracting: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Contractor shall not subcontract any part of the work without the prior written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Contractor.

Licenses, Permits & Taxes: The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.

Protest Procedure: Any Contractor who makes a claim that Columbia County violated general law concerning this procurement and subsequent award may file a protest with the Columbia County Attorney. Protests must be filed in writing within five (5) days following the day Notice of Intent to Award is provided to the unsuccessful Contractor. The County Attorney shall issue a written determination no later than seven (7) days after receipt of a written protest. The decision of the County Attorney shall be considered final.

DBE Obligation: The selected Contractor will be expected to assist the County in meeting its Disadvantaged Business Enterprise obligation throughout the period of performance under this contract.

Disadvantaged Business Enterprise (DBE) and Women Business Enterprise (WBE): It is policy that disadvantaged business enterprises as defined by 49 CFR Part 23 shall have the
maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement. It is therefore agreed that disadvantaged business enterprises as defined in 49 CFR Part 23 will be afforded maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Contractors shall take all necessary and reasonable steps on accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

**Buy America:** If applicable, the Contractor shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

**Severability:** In the event any provision of the contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

**Cargo Preference:** If applicable, 46 U.S.C. 1241 (b)(1) and 46 CFR Part 381 impose cargo preference requirements on the shipment of foreign made goods, requirements therein apply to the contract arising from this procurement.

**Davis-Bacon Act and Copeland Act:** If applicable, the selected Contractor shall comply with the provisions under the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by the Department of Labor regulations (29 CFR, part 5). If applicable, the Contractor shall also comply with the provisions under the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).

**Availability of Funds:** Should Columbia County fail to appropriate and/or receive grant funds for this contract, said contract shall be terminated, at no charge to the County, when existing funding is exhausted. In the event this should occur, Contractor will be provided 60 days notice in advance of termination, or such lesser notice as the County receives.

**Prevention of Prohibited Drug Use in Transit Operations:** Contractors are required to comply with the following regulations: Drug Free Workplace as required by the Drug Free Workplace Act of 1988, 49 CFR Part 29 and Drug and Alcohol Policy and Testing Program, 49 CFR Parts 40 and 655. Before start-up of operations, the Contractor will provide a drug and alcohol testing policy and program.

The County shall take an active role in overseeing this program. By program, the operator should have arrangements/agreements for collection sites, MRO's, BAT's, SAP's, TPA's and laboratories in place. Procedures should also be in place that document how each testing event (pre-employment, random, reasonable suspicion, post-accident, follow up and return to duty) is handled. Secure filing of all required records must be in place. Contractor shall secure documentation that employees have received, read and understood the policy, received the 60 minutes of training, supervisors have received the 2 hours of training, and all safety sensitive
employees have negative pre-employment drug tests before performing safety sensitive duties. The Contractor will comply with all requirements referred to in the FTA 2002 Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit. The selected Contractor will comply with all requirements issued by the USDOT in this area and will undertake and manage the County's compliance activities under this program on behalf of the county.

**Prevention of Alcohol Misuse in Transit Operations:** Contractors are hereby advised that the U.S. Department of Transportation, Federal Transit Administration has rules that would require recipients of Federal transit assistance to comply with the agency's alcohol misuse policies (49 CFR Part 655). The rules would require that Columbia County (1) develop a policy with respect to illegal use of alcohol in transit operations; (2) provide information/education to transit employees on the dangers of alcohol use in transit operations; and (3) institute an alcohol testing program for transit employees, or the employees of the County's subcontractors, that perform "safety sensitive" job duties (and those persons who supervise workers in safety sensitive positions) to include pre-employment, post-accident, return-to-duty, reasonable suspicion, and random testing.

The selected Contractor will comply with all requirements issued by the USDOT in this area and will undertake and manage the County's compliance activities under this program on behalf of the County.

**Compliance with New York State Laws:** The laws of the State of New York shall in all respects govern this procedure.

**ASSIGNMENT AND SUBCONTRACTING**

The proposer shall not assign any of its rights, interests or obligations under this agreement, or subcontract any of the services to be performed by it under this agreement, without the prior express written consent of the chief elected official or their designate of the municipality. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the municipality shall be subject to all of the terms and conditions of this agreement.

Failure of the proposer to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the municipality and if so terminated, the municipality shall thereupon be relieved and discharged from any further liability and obligation to the proposer, its assignees or transferees, and all monies that may become due under this agreement shall be forfeited to the municipality except so much thereof as may be necessary to pay the proposer's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the proposer for the benefit of its creditors made pursuant to the laws of the State of New York. This agreement may be assigned by the municipality to any County, corporation, agency, or instrumentality having authority to accept such assignment.
APPEAL PROCEDURES

(a) The municipal corporation reserves the right to postpone bid openings for its own convenience.

(b) Changes to the specifications will be made by addendum.

(c) The municipal corporation reserves the right to schedule a pre-bid and/or pre-proposal meeting(s) with Contractors after the Invitation has been offered and before offers are received. This, however, does not relieve Contractors from the written, documented requests required by paragraphs (d) and (g) below.

(d) Requests for approved equals, clarification of specifications and protests of specifications must be received by the municipal corporation in writing, on the attached form, not less than 30 days before the date of scheduled bid opening. Any request for any approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for approved equal must be submitted with the request for approved equal.

(e) Any approvals of equals or exceptions to the specifications shall be sent to all prospective bidders.

(f) The municipal corporation's replies to requests under paragraph (d) above will be postmarked at least ten (10) days before the date scheduled for bid opening.

(g) Pre-Proposal Opening Appeal or Protest: Appeal or protest of the decision of the municipal corporation by a prime Contractor or by an adversely affected subcontractor must be in writing and received by the municipal corporation not less than three (3) full working days before bid opening or it will not be considered. Within five days of receipt of the appeal, the municipal corporation will render one of the following determinations listed in paragraph (i):

(h) Post-Proposal Opening Appeal or Protest: An appeal or protest of the decision of the municipal corporation by a prime Contractor or by an adversely affected subcontractor must be in writing and received by the municipal corporation not less than twenty-four hours before the scheduled time and date for the award of a contract. Within five days of receipt of the appeal, the municipal corporation will render one of the determinations listed in paragraph (i):

(i) Rulings on Appeals or Protest: Within five days, the municipal corporation shall render one of the following determinations:

1. Appeal or protest is overruled;
2. Appeal or protest is substantiated and instructions will be issued to remedy issues related to the appeal or protest;
3. Procurement activity is suspended until written notification by the municipality.
4. The Federal Transit Administration will be kept informed of any protests through the New York State Department of Transportation in accordance with applicable procedures outlined in FTA Circulars 9040.1F and 4220.1F

CONFLICTS OF INTEREST

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

No member, officer or employee of the municipal corporation or other local public body, during the tenure or for one year thereafter, shall have any interest, direct or indirect, from this contract or the proceeds thereof. See Attached Columbia County Conflict of Interest Policy.
BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM

TO:  County of Columbia
     Board of Supervisors
     County Office Building
     401 State Street
     Hudson, New York 12534
     Phone: (518) 822-0684

We, the undersigned, herewith propose and agree to furnish to the County of Columbia, any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents.

The undersigned bidder certifies to having read these Specifications, Special Conditions, and other related Formal Quotation Documents and offers to furnish the articles specified to the County of Columbia in exact accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents and at the prices stated.

Contractor hereby assigns to the County of Columbia and the State of New York any and all of its claim for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

_____________________________________________________________________________

Firm Name

Address               City, State & Zip Code

Phone

By:  Print Name and Title      Authorized Signature

NOTE: This Bidder's Certification must be signed and the Non-Collusive Bidding Certification must be signed and notarized on Page 23 of this Invitation for Bids. Failure to complete both will result in the Bid being rejected.
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 joint bid, each party thereto certifies as to its own organization, under penalty of 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 WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING 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 _______ day of ________________, 20__ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
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</tbody>
</table>
IF BIDDER(S) (IS/ARE) A CORPORATION, COMPLETE THE FOLLOWING:

<table>
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<tr>
<th>NAMES</th>
<th>LEGAL RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Vice President</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
</tr>
</tbody>
</table>

Identifying Data:

Potential Contractor: _______________________________________________________
Street Address: ___________________________________________________________
City, Town, Etc. ___________________________________________________________
Telephone: ______________________ Title: _____________________________________

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation

By _________________________________  By _________________________________
Title______________________________  Title_______________________________
Street Address____________________  Street Address_____________________
City, State_______________________  City, State______________________
The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.] The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Contractor _____________________________________________________________

Signature of Contractor's Authorized Official ________________________________

Name and Title of Contractor's Authorized Official ___________________________

Date _________________________________________________________________
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over $25,000)

Background and Applicability

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, Contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification; By signing and submitting this bid or Bid, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting this bid or Bid, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor ____________________________________________

Signature of Contractor's Authorized Official ______________________________

Name and Title of Contractor's Authorized Official ______________________________

Date ______________________________
CERTIFICATE OF ELIGIBILITY

The Bidder, ___________________________________________________________________
hereby certifies that it is not included on the United State Comptroller General’s List of persons
or firms currently debarred for violations of various public contracts incorporating labor standard
provisions.

Contractor ___________________________________________________________________

Signature of Contractor's Authorized Official _______________________________________

Name and Title of Contractor's Authorized Official___________________________________

Date ________________________________________________________________________

Employer’s Identification Number ________________________________________________
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that the Contractor and any and all subcontractors of the Contractor will comply with Executive Order 11375, and supplemented in U.S. Department of Labor Regulation (41 CFR Part 60).

Contractor ________________________________________________________________

Signature of Contractor's Authorized Official _________________________________

Name and Title of Contractor's Authorized Official ____________________________

Date ____________________________________________________________________
ADDENDA PAGE

The bidder acknowledges receipt of the following addenda to the Documents (provide number and date of each):

Addendum No._______________________, dated_______________________
Addendum No._______________________, dated_______________________
Addendum No._______________________, dated_______________________
Addendum No._______________________, dated_______________________
Addendum No._______________________, dated_______________________
Addendum No._______________________, dated_______________________
Addendum No._______________________, dated_______________________

Failure to acknowledge receipt of all amendments may cause the Bid to be considered not responsive to the Invitation, which would require rejection of the Bid.
BID SUBMISSION DOCUMENTS CHECKLIST

Use this checklist to ensure that as a bidder you have included required documents.

Bid

Addenda Page

Federal Certification Regarding Lobbying

Federal Certification Regarding Debarment and Suspension

Non-Collusive Bidding Certification

Certificate of Eligibility

Equal Employment Opportunity
COLUMBIA COUNTY
CODE OF CONDUCT

Intent

Columbia County’s (sometimes referred to as “County” or “the County”) Code of Conduct (the Code) applies to all employees and independent Contractors.

The Code of Conduct was approved by Columbia County’s Board of Supervisors and is a formal statement of the County’s commitment to the standards and rules of ethical conduct.

Columbia County is committed to preventing the occurrence of unethical or unlawful behavior, stopping such behavior as soon as possible after discovery, and to discipline employees who violate the Code, including employees who neglect to report a violation.

All employees must comply with this Code, immediately report any alleged violations of wrongdoing, and assist management and compliance personnel in investigating allegations of wrongdoing.

While these standards addressed in the Code of Conduct are intended to guide employees in the course of their day-to-day responsibilities, they do not replace any County or program policies and procedures. There may be instances that are not addressed by the Code of Conduct or existing policies and procedures, or activities that may conflict with these standards. Employees must seek direction from their supervisor, other County management staff or the Compliance Officer in these instances.

Ethics

It is the policy of Columbia County to observe all laws and regulations applicable to its business and to conduct business with the highest degree of integrity. To accomplish this, all employees and Contractors must obey the laws and regulations that govern their work and always act in the best interest of the students and the County.

Guidelines for Employees and Contractors

- You are expected to keep management staff informed of what you are doing; to document or record all services or transactions accurately; and to be honest and forthcoming with the County, regulatory agencies, and internal and external auditors.

- You are expected to comply with the County’s policies and procedures, accounting rules, and internal controls.

- You are expected to function with honesty in your work for the County and with students, Contractors, suppliers, and all others with whom the County does business.
Conflict of Interest

Employees and Contractors must not allow any outside financial interest, or competing personal interest to influence their decisions or actions taken on behalf of the County.

Employees and Contractors must avoid any situation where a conflict of interest exists or might appear between their personal interests and those of the County. The appearance of a conflict of interest may be as serious as an actual conflict of interest.

Guidelines for Employees and Contractors

It is a conflict of interest for you to personally take for yourself opportunities that are discovered through the use of County property, information or position with the County; to use County property or information for personal gain; or to compete with the County.

There are many types of situations where potential conflicts may arise. You must promptly report any actual or potential conflicts of interest to your immediate supervisor or directly to the Compliance Officer.

Outside Activities and Employment

- You may not conduct outside activities during work time. Such activities interfere with your regular duties and negatively impact the quality of your work.
- You are a representative of the County in your everyday life and must represent the County positively in the community.
- Outside employment must not conflict in any way with your responsibilities to the County or its students. You may not compete against Columbia County, work for its competitors, or have any ownership interest in a competitor. (NOTE: make sure this statement is consistent with any policy related to outside employment)

Use of County Funds and Resources

- The County’s assets are to only be used for the benefit of the County and the students. Assets include funds, equipment, inventory, and office supplies, but also concepts, business plans and strategies, information about people served, financial information, computer property rights, and other business information about the County.
- You may not use County assets for personal gain or give them to any other persons or entities, except in the ordinary course of business as part of an approved transaction.

Confidentiality

- During your employment, you may acquire confidential information about Columbia County, its staff, and students that must be handled in strict confidence and not discussed
with outsiders. The protection of confidential business, staff, and consumer information is very important.

**Business Dealings between the County and Employees**

- **Columbia County** will not be inappropriately influenced with goods or services from any business in which you or your immediate family members have a substantial interest.

- Property and resources of the County should only be used for the benefit of the County or the students.

**Maintenance of Records**

Employees and Contractors must record and report all agency, student and financial information fully, accurately, and honestly. Records include, but are not limited to, records of the students, documentation of services, accounting books or records, financial statements, timesheets or records, expense reports, vouchers, bills, payroll, claims payment records, correspondence, and any other method of communication. Employees or Contractors must not omit or conceal any relevant information.

**Guidelines for Employees and Contractors**

Many of the County forms are legal documents used to prove that a service was provided, to bill for a service, to record a job task, or to record specific happenings. You must document accurately and honestly, and only for those services that you provided or those events you were involved in.

**Falsification of Records**

- You must not make any false entries in any of the County’s records or in any public record for any reason.

- You may not alter any permanent entries in the County’s records.

- You may only approve payments or receipts on behalf of the County that are described in documents supporting the transaction. “Slush funds” or similar off-book accounts, where there is no accounting for receipts or expenditures on the County’s books, are strictly prohibited.

- You may not create or participate in the creation of any records that are intended to mislead or to conceal anything that is improper.
Expense Records

- You must always charge expenses accurately and to the appropriate cost center or account, regardless of the financial status of the program, project, or contract, or the budget status of a particular account or line item.

Retention of Records

- The retention, disposal, or destruction of records of or pertaining to the County must always comply with legal and regulatory requirements and County policy.

- You may not destroy records pertaining to litigation or government investigations or audit without express written approval of the Compliance Officer.

Protection of Confidential Information

The County has developed policies and procedures to assure that the confidentiality of County information and information about the students is protected and released only with the appropriate authorization or for lawful reasons. All employees and Contractors are required to comply with Columbia County’s Privacy Policy. If you have any questions concerning confidential information or the Privacy Policy, contact your immediate supervisor or the Compliance Officer.

Guidelines for Employees and Contractors

You must treat all County records and information as confidential.

You may not release confidential information without the proper authorization. Confidential information includes not only information about the people that we serve and their families, but also non-public information about the County that may be of use to the County’s competitors or harmful to the County or its customers if released.

You must protect County information and avoid discussing or disclosing County information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the County. Furthermore, staff may not share confidential County information with anyone, except where required for a legitimate business purpose.

County information may not be removed from County property without permission from a supervisor or administrator with proper authority over the information. Ask your supervisor if you are not sure whether certain information is confidential.

Termination of Employment

- You may not use any confidential information gained from your employment with the County for your or another company’s benefit. You may not take copies of any reports, documents, or any other property belonging to the County.
• Upon termination of employment with the County, you must return all County property including, but not limited to, copies of documents, notes, and other records containing confidential information; computer disks; County ID; keys and credit cards.

**Information Security**

• You are responsible for properly using information stored and produced by all of the County’s computer systems.

• Computers, Internet access, email, or other office communications systems are intended for business-related purposes only and not for uses that may be disruptive, offensive, harassing, or harmful to others.

• Do not share your system user name or password with another person or allow another to access the computer with your password.

• All employees and Contractors are required to comply with Columbia County’s information and technology resource policy and procedure. If you have any questions concerning information security, contact your immediate supervisor or Compliance Officer.

**Fair Dealing**

Conducting business with Contractors, suppliers, students, and competitors may pose ethical problems. Employees and Contractors are expected to deal fairly with students and competitors.

The Code of Conduct and the following guidelines are intended to help you make appropriate, responsible and correct decisions in these and all matters:

**Kickbacks and Rebate**

• Kickbacks and rebates in cash, credit, or other forms are prohibited. They are not only unethical, but in many cases, illegal.

**Gifts and Gratuities and Entertainment**

• You may not solicit money, gifts, gratitude, or any other personal benefits or favors of any kind from Contractors, producers, accounts, or students and their families.

• You must not offer or accept entertainment that is not a reasonable addition to a business relationship but is primarily intended to gain favor or to influence a business decision.
Agreements with Contractors and Vendors

The County must assure that any agreements with Contractors and vendors clearly and accurately describe the services to be performed or items to be purchased. Performance standards, and the applicable compensation, if any, must be reasonable in amount, not be excessive in terms of industry practice and must equal the value of the services rendered.

Improper Use of Funds or Assets

Use of the County’s funds or assets for any improper purpose is strictly prohibited. If you are aware of or have reason to believe that funds or assets are being improperly used, you must report this immediately to your supervisor or the Compliance Officer.

Federal and State Programs

Columbia County is committed to complying with the laws and regulations that govern the Federal and State programs that it administers. Policies and procedures, the Compliance Program, and this Code of Conduct are developed to provide guidance in your day-to-day work. You must abide by the policies and procedures and the standards set by the County.

Governmental Investigations

There may be times that the County is asked to cooperate with an investigation by a Federal or State governmental agency, or to respond to a request for information. A request may be formally addressed to the County or an individual within the County. Employees and Contractors must report any requests for information or cooperation with an investigation to the Compliance Officer immediately.

Employment Environment

Columbia County is committed to creating a safe and professional workplace where employees and others are treated with respect and without regard to their race, sex, age, religion, national origin, color, marital status, disability, or other protected characteristics. Business integrity, teamwork, trust, and respect are the County’s most important values. Unlawful discrimination or harassment of any sort violates these values. All County employees must exhibit and promote respect, integrity, trust, and teamwork in the workplace and must comply with this policy prohibiting discrimination and harassment in all facets of the County’s work.

Guidelines for Employees and Contractors

All employees are required to support the County’s commitment to a safe and professional work environment and to demonstrate appropriate behavior in the workplace.

All employees are prohibited from joking about another employee’s race, sex, age, religion, national origin, color, marital status, disability, or other protected characteristics.
All employees are prohibited from considering someone’s race, color, religion, sex, national origin, age, disability, or other protected characteristic in making decisions about hiring, placement, assignment of duties, training, promotion, termination, compensation, benefits, and other work terms.

Sexual harassment is prohibited. Sexual harassment includes any form of unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual or sex-based nature.

You are responsible for understanding the County’s policy prohibiting discrimination and sexual harassment. You should consult with an appropriate supervisor or administrator if you have questions about your right to a workplace free from unlawful harassment or discrimination or if you have questions about your duty to avoid discrimination.

Seeking Guidance and Reporting Violations

Employees and Contractors must report any actual or suspected violations of this Code of Conduct, any applicable law or regulation, or any County policy and procedure to their immediate supervisor of the Compliance Officer. A Compliance Hotline is also available for confidential or anonymous reporting of such issues. The Compliance Hotline number is 1-877-654-2856.

When an actual or suspected violation of this Code of Conduct, any applicable law or regulation, or any County policy and procedure is reported to any County employee, it must be promptly referred to the Compliance Officer. Steps will be taken to protect confidentiality and anonymity, when appropriate and warranted. The County will not tolerate any form of retaliation against a person who makes a good-faith report in accordance with this Code of Conduct.

All employees and Contractors must cooperate fully and honestly in any investigation into a reported violation of this Code of Conduct, any applicable law or regulation, or County policy, procedure, or practice.

Corrective Action and/or Discipline

Any employee or Contractor who violates or knowingly fails to report any violation of this Code of Conduct, any applicable law or regulation, or County policy, procedure, or practice is subject to appropriate disciplinary action, up to and including termination.

Disciplinary action may range from a warning to suspension or discharge, depending upon the nature of the incident and the relevant surrounding circumstances.

Your Responsibilities

✔ Attend required training, and read and understand Columbia County’s Compliance Plan, Compliance Policies and Procedures, and Code of Conduct.
✔ Follow the County’s Code of Conduct and abide by all policies and procedures, guidelines, and Federal and State laws and regulations.

✔ Be alert to any situation that could violate the County’s Code of Conduct, policies and procedures, guidelines, and/or Federal and State laws and regulations.

✔ Promptly report any issues, concerns, violations or suspected violations to your supervisor, other management staff, Director of Human Resources, Compliance Officer, or the Chief Executive Officer.
COLUMBIA COUNTY
CONFLICT OF INTEREST

Purpose:

All employees and Board members of Columbia County (sometimes referred to as “County” or “the County”) have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy is established to ensure that services and business activities are conducted in an objective manner and are not motivated by desire for personal or financial gain.

Policy:

1. Employees and Board members are required to disclose any actual or potential conflict of interest and seek guidance on how to handle the situation.

   Conflict of Interest: Any situation in which financial or other personal considerations may compromise or appear to compromise (1) an employee or Board member’s business judgment; (2) delivery of services; or (3) ability for an employee to do his or her job. An actual or potential conflict of interest occurs when an employee or Board member is in a position to influence a decision that may result in a personal gain for that employee, Board member, or for a relative as a result of business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

2. Business dealings with outside entities should not result in unusual gain for those entities, Columbia County, Board member, or an employee. Unusual gain refers to gifts, bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both or that would reasonably be determined to influence the employer, employee, or both.

3. The materials, products, designs, plans, ideas, and data are the property of the County and should never be given to an outside firm or individual except through normal channels with appropriate prior authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, is prohibited.

Procedures:

1. An employee or Board member with questions or concerns about potential conflicts of interest will promptly address the issue with appropriate management staff and/or the Compliance Officer. Management staff will consult with the Compliance Officer before responding to a concern or question about a potential conflict of interest.
2. Actual or potential conflicts of interest must be disclosed to appropriate management personnel, human resources, or the Compliance Officer.

3. Employees must disclose any potential conflicts of interest upon hire and when a potential conflict arises.

4. Employees will complete a Conflict of Interest Disclosure Form (attached to this Policy) to report any potential conflict of interest.

5. Members of management and the Board of Supervisors will complete a Conflict of Interest Disclosure Statement annually.

6. Employees must seek guidance and approval from appropriate management personnel prior to pursuing any business or personal activity that may constitute a conflict of interest.

7. Outside employment may not interfere with the employee’s ability to perform his or her job with Columbia County. In addition, County employees may not compete against Columbia County, work for its competitors, or have any ownership interest in a competitor.

8. The Compliance Officer will investigate any violations of this policy.
## APPENDIX A

### SAMPLE RIDERSHIP & MARKET STATS

<table>
<thead>
<tr>
<th>Month</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>N/A</td>
<td>80</td>
</tr>
<tr>
<td>February</td>
<td>N/A</td>
<td>80</td>
</tr>
<tr>
<td>March</td>
<td>N/A</td>
<td>80</td>
</tr>
<tr>
<td>April</td>
<td>0</td>
<td>80</td>
</tr>
<tr>
<td>May</td>
<td>0</td>
<td>80</td>
</tr>
<tr>
<td>June</td>
<td>0</td>
<td>80</td>
</tr>
<tr>
<td>July</td>
<td>15</td>
<td>135</td>
</tr>
<tr>
<td>August</td>
<td>15</td>
<td>135</td>
</tr>
<tr>
<td>September</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>October</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX B

PERFORMANCE STANDARDS

1. The Contractor shall attain within three (3) months a minimum standard at "on-time bus trips" of at least ninety percent (90%) on a daily basis and shall maintain same ninety percent (90%) "on-time bus trips” throughout the contract period.
   
   a. "On-time" shall be defined as between one (1) minute early when arriving and five (5) minutes late leaving scheduled time points.
   
   b. No trips shall leave scheduled time points ahead of schedule.

2. The Contractor shall, at a minimum, complete ninety-nine percent (99%) of all scheduled trips on a weekly basis.
   
   a. Missing two consecutive trips on any individual route is prohibited.
   
   b. If trips are missed, it shall be immediately reported to the County with an explanation as to why the trip was missed.

3. Extenuating circumstances due to weather or other causes immediately reported to and approved by the County, will provide for exemption from the standards set forth in paragraph 1 and 2 above. The County shall be the sole judge as to the validity of the reported extenuating circumstances.

4. The Contractor shall properly maintain operating heating and air-conditioning systems on all revenue vehicles.
   
   a. Heating shall be operable, at a minimum, between October 1, and April 30.
   
   b. No vehicle shall be operated more than one day within minimum period without a properly functioning heating system.
   
   c. Extenuating circumstances immediately reported to and approved by the County, will provide for an exception to the above heating rule. The County shall be the sole judge as to the validity of the reported extenuating circumstances.

5. The Contractor will accept penalties for non-performance.
   
   a. Non-performance shall include, but not be limited to:
   
   i. Five (5) or more documented instances of violations of
maintenance standards.

ii. Failure to provide County personnel with requested documentation as per contract.

iii. Third consecutive monthly failure to meet standard regarding scheduled trips, statistics to be considered monthly.

iv. Missing three (3) consecutive trips on an individual route.

b. No penalty will be applied without Contractor reviewing written notice from County.

a. If Contractor shall adequately remedy non-performance as notified by County within ten (10) working days after notification of nonperformance, and the same is acceptable to the County, no penalty will be assessed. Likewise, if the Contractor, within seven (7) days after notification of non-performance by the County, informs the County of extenuating circumstances contributing to or responsible for non-performance, and such extenuating circumstances are acceptable to the County as to excuse the Contractor for nonperformance, no penalty will be assessed or a reduced penalty will be imposed.

d. If adequate steps are not taken to remedy the non-performance, the penalty will be applied. The penalty shall be:

i. Forfeiture of Two Thousand Dollars ($2,000.00) for the first violation of a non-performance item.

ii. Forfeiture of Five Thousand Dollars ($5,000.00) each for the second and third violation of a non-performance item.

iii. Cancellation of the contract, for cause, for the fourth (4th) violation of a non-performance item.
## APPENDIX C

Sample Bus Routes

### Afterschool 5pm Bus

<table>
<thead>
<tr>
<th>Time</th>
<th>Stop</th>
<th>Pick Up/Drop off</th>
</tr>
</thead>
<tbody>
<tr>
<td>5:00 PM</td>
<td>Promise Neighborhood 4th &amp; Warren St.</td>
<td>Pick Up</td>
</tr>
<tr>
<td></td>
<td>Warren St. &amp; Front St.</td>
<td>Drop Off</td>
</tr>
<tr>
<td></td>
<td>Front St. &amp; Columbia St.</td>
<td>Drop Off</td>
</tr>
<tr>
<td></td>
<td>8th St. &amp; Columbia St.</td>
<td>Drop Off</td>
</tr>
<tr>
<td></td>
<td>7th St. &amp; Union St.</td>
<td>Drop Off</td>
</tr>
</tbody>
</table>

*add additional stops if more participation. Bus provider can change the order of drop offs.

*12 bus riders, with room for program to grow

Bus Runs Monday - Friday from early September to Mid-June.

Bus does not run when there is no school

### Afterschool 6pm Bus

<table>
<thead>
<tr>
<th>Time</th>
<th>Stop</th>
<th>Pick Up/Drop off</th>
</tr>
</thead>
<tbody>
<tr>
<td>5:50 PM</td>
<td>Perfect Ten 51 N. Fifth St.</td>
<td>Pick Up</td>
</tr>
<tr>
<td></td>
<td>Youth Center - South 3rd St.</td>
<td>Pick Up</td>
</tr>
<tr>
<td></td>
<td>41 N 2nd St., Hudson</td>
<td>Drop Off</td>
</tr>
<tr>
<td></td>
<td>Front St. &amp; Columbia St.</td>
<td>Drop Off</td>
</tr>
<tr>
<td></td>
<td>Kite's Nest South Front St.</td>
<td>Pick Up</td>
</tr>
<tr>
<td></td>
<td>Front St. &amp; Warren St., Hudson</td>
<td>Drop Off</td>
</tr>
<tr>
<td>Location</td>
<td>Type</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>Front St. &amp; Columbia St., Hudson</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>41 N 2nd St., Hudson</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>3rd St. &amp; Columbia St., Hudson</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>3rd St. &amp; Warren St., Hudson</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>3rd St. &amp; Allen St., Hudson</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>5th St. &amp; State St.</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Stewarts</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>ADM Milling</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Parkwood Blvd. &amp; Fairview Ave.</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Arthur Ave.</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Joslen Blvd.</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Green Acres Rd.</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Subway/Mobile at Joslen</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Atlantic Ave.</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Stottville Open Gate</td>
<td>Drop Off</td>
<td></td>
</tr>
<tr>
<td>Fish and Game, Stottville</td>
<td>Drop Off</td>
<td></td>
</tr>
</tbody>
</table>

*Add additional stops, based on participation. Bus provider can change the order of drop offs.

*40 - 60 bus riders, with room for program to grow

**Bus Runs Monday - Friday from early September to Mid-June.**

Bus does not run when there is no school

Would like to grow to include:

<table>
<thead>
<tr>
<th>Location</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claverack Library</td>
<td>Drop Off</td>
</tr>
<tr>
<td>South on 9H</td>
<td>Drop Off</td>
</tr>
<tr>
<td>Livingston Bell’s Pond</td>
<td>Drop Off</td>
</tr>
<tr>
<td>Galvan Hotel</td>
<td>Drop Off</td>
</tr>
<tr>
<td>Stop</td>
<td>Time</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Philmont Car Wash</td>
<td>8:30 AM</td>
</tr>
<tr>
<td>Philmont Family Dollar</td>
<td>8:31 AM</td>
</tr>
<tr>
<td>Church St. &amp; Prospect St. Mellenville</td>
<td>8:32 AM</td>
</tr>
<tr>
<td>Church St &amp; Prospect St. Mellenville</td>
<td>8:32 AM</td>
</tr>
<tr>
<td>Church St. &amp; Prospect St. Mellenville</td>
<td>8:32 AM</td>
</tr>
<tr>
<td>Fish and Game Road &amp; Shasta Dr.</td>
<td>8:42 AM</td>
</tr>
<tr>
<td>Pleasant View Drive</td>
<td>8:44 AM</td>
</tr>
<tr>
<td>Oakdale Lake</td>
<td>8:55 AM</td>
</tr>
<tr>
<td>Stewarts</td>
<td>9:10 AM</td>
</tr>
<tr>
<td>41 N 2nd St, Bliss Towers</td>
<td>9:20 AM</td>
</tr>
<tr>
<td>41 N 2nd St, Bliss Towers</td>
<td>9:20 AM</td>
</tr>
<tr>
<td>41 N 2nd St, Bliss Towers</td>
<td>9:20 AM</td>
</tr>
<tr>
<td>41 N 2nd St, Bliss Towers</td>
<td>9:20 AM</td>
</tr>
<tr>
<td>41 N 2nd St, Bliss Towers</td>
<td>9:20 AM</td>
</tr>
<tr>
<td>41 N 2nd St, Bliss Towers</td>
<td>9:20 AM</td>
</tr>
<tr>
<td>Kite's Nest - S. Front St.</td>
<td>9:30 AM</td>
</tr>
</tbody>
</table>

*Add additional stops, based on participation. Bus provider can change the order of pick-ups, but needs to be consistent and done in collaboration with youth organizations*

*15 bus riders, with room for program to grow*

**Bus Runs Monday - Friday from Mid-June to Early-September**

Also during the following Winter & Spring breaks
Break Bus B

<table>
<thead>
<tr>
<th>Stop</th>
<th>Time</th>
<th>Pick Up/Drop Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>9H &amp; Route 66 Mobil</td>
<td>8:30 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Stotville Post Office</td>
<td>8:35 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Green Acres Rd. &amp; Joslen Blvd.</td>
<td>8:40 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>436 Joslen Blvd.</td>
<td>8:41 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Hudson Jr. High School</td>
<td>8:42 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Garden Apartments</td>
<td>8:42 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Glenwood Blvd. &amp; Fairview Ave.</td>
<td>8:45 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>23 Fairview Ave.</td>
<td>8:47 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Hudson Area Library</td>
<td>8:48 AM</td>
<td>Pick Up &amp; Drop Off</td>
</tr>
<tr>
<td>John L Edwards</td>
<td>8:48 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Bliss Towers</td>
<td>8:52 AM</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Oakdale Lake</td>
<td>9:00 AM</td>
<td>Drop Off</td>
</tr>
<tr>
<td>Kite's Nest - South Front St.</td>
<td>9:10 AM</td>
<td>Drop Off</td>
</tr>
</tbody>
</table>

*Add additional stops, based on participation. Bus provider can change the order of pick-ups, but needs to be consistent and done in collaboration with youth organizations

*50 bus riders, with room for program to grow

Bus Runs Monday - Friday from Mid-June to Early-September
Also during the following breaks: Winter & Spring

All routes change based on participation. Riders will be dropped off at or near home, if the house is near the established route.