



Nassau County
Office of Purchasing

Staff Summary A-42-2021

Subject: Nassau County Preschool Transportation (S/B #93927-04221-053)
Department: Department of Shared Services/Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature: <i>Melissa Gallucci</i>

Date: May 21, 2021	2021 JUL - 2 P 3:40
Vendor Names: L & M Bus Corp.	
Contract Number: A-42-2021	
Contract Manager Name: Anette Sullivan, Buyer	

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>AP</i>	Budget	06/02/2021	County Atty.
	Deputy C.E.	06/01/21 HW	County Exec.

Narrative:

Purpose: To authorize and award a blanket purchase order for Nassau County Preschool Transportation Zones 4 and 5, for the Nassau County Department of Health.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board. A copy of the bid was sent to Minority Affairs.

13 Vendors viewed the bid

1 Woman owned

0 Service-Disabled Veteran Owned

3 Minority

1 Veteran Owned

4 Small Business

4 Vendors bid on this solicitation

0 Woman owned

0 Service-Disabled Veteran Owned

0 Minority

0 Veteran Owned

0 Small Business

The identified lowest responsible bidder for Zones 4 and 5, L & M Bus Corp., is not listed in any of the above categories.

Impact on Funding: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, is Fifty-Six Million Nine Hundred Thirty-Nine Thousand Three Hundred Forty-Two Dollars (\$56,939,342.00) from budget codes HEGEN5400PP760. The term of this blanket purchase order shall be for a period of three (3) years from the effective date, with the option by the Commissioner of Shared Services to renew up to an additional two (2), one (1) year periods and an additional two (2) month period, for a total term of five (5) years, two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to L & M Bus Corp. for Zones 4 and 5, as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-42-2021

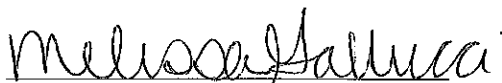
FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: May 21, 2021

SUBJECT: RESOLUTION– NASSAU COUNTY DEPARTMENT OF HEALTH

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER WITH A MAXIMUM AMOUNT OF FIFTY-SIX MILLION NINE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$56,939,342.00) FOR NASSAU COUNTY PRESCHOOL TRANSPORTATION ZONES 4 AND 5 ON BEHALF OF NASSAU COUNTY'S DEPARTMENT OF HEALTH TO L&M BUS CORP. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS FOR ZONES 4 AND 5.

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.


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb

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



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY HEALTH DEPARTMENT, AND L & M BUS CORP.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 93927-04221-053 for Nassau County Preschool Transportation for the Nassau County Health Department, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that L & M Bus Corp. submitted the lowest responsible bid for Zones 4 and 5 and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with L & M Bus Corp.



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?

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Todd Farber [TFARBER@TOTALBUSCO.COM]

Dated: 05/12/2021 09:47:37 AM

Vendor: L&M Bus Corp

Title: Chief Operating Officer

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each 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 Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: 05/12/2021

1) Proposer's Legal Name: L&M Bus Corp

2) Address of Place of Business: 3167 Atlantic Avenue

City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11207

Country: US

Address: 400 Stanley Avenue

City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11208

Country: US

Start Date: 01-JAN-02 End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details: _____

4) Dun and Bradstreet number: 801791885

5) Federal I.D. Number: 20-0292288

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details: _____

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 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, please provide details:

L&M Bus Corp is a subsidiary of Total Transportation Corp.

- 10) Has the 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 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

- 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.

- 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.

L&M Bus Corp will follow all procurement rules to ensure that no conflict will exist in the future.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

01/02/2009

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Agostino Vona - President - 86 Fourth Street Garden City NY 11530 - 65% Shareholder

Joseph Sgro - CIO "Chief Information Officer" - 418 Shore Road Bellmore, NY 11710 - 30% Shareholder

First Name	Joseph				
Last Name	Sgro				
MI		Suffix			
Address	418 shore road				
City	bellmore	State/Province/Territory	NY	Zip/Postal Code	11710
Country	US				
Position	CIO				

Standard Business Information

First Name	Agostino				
Last Name	Vona				
MI		Suffix			
Address	86 Fourth Street				
City	Garden City	State/Province/Territory	NY	Zip/Postal Code	11530
Country	US				
Position	President				

Proposer's Business Information

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Agostino Vona - President - 86 Fourth Street Garden City, NY 11530
Todd Farber - Chief Operating Officer - 2388 Legion Street, Bellmore NY 11710
Joseph Sgro - Chief Information Officer - 418 Shore road Bellmore, NY 11710

First Name Todd
Last Name Farber
MI _____ Suffix _____
Address 2388 Legion Street
City Bellmore State/Province/Territory NY Zip/Postal Code 11710
Country US
Position COO

First Name Joseph
Last Name Sgro
MI _____ Suffix _____
Address 418 shore road
City bellmore State/Province/Territory NY Zip/Postal Code 11710
Country US
Position CIO

First Name Agostino
Last Name Vona
MI _____ Suffix _____
Address 86 Fourth Street
City Garden City State/Province/Territory NY Zip/Postal Code 11530
Country US
Position President

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

2000

- vi) Annual revenue of firm;

60000000

- vii) Summary of relevant accomplishments

L&M Bus Corp has had many accomplishments as a whole under our Parent Company Total Transportation Corp but one that stands out profoundly in our Proposal is in 2012 L&M Bus Corp was asked by the NYC DOE to assume 175 Pre-K routes from a provider that had failed to meet its contract requirements. Our management team quickly mobilized in securing property, vehicles and staff and had accomplished contract compliance to the DOE within the three week transition and successfully managed to take over the contract. We aim to provide the best service possible when it comes to transportation. In reference to our Emergency Experience please refer to our proposal page 8.

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: Proof of Business - L&M Bus Corp.pdf

B. Indicate number of years in business.

20

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

L&M Bus Corp has provided exceptional service when it comes to supplying student transportation. We service over 185+ routes a day all while getting children safely to-and-from school with a fleet over 352+ vehicles. We believe our experience and the ability to perform our contracts is the sole reason why our transition capabilities are so successful. Please refer to both attachments of our Current Contracts and Reference List to see whom we provide services too.

1 File(s) Uploaded: Current Contracts 2021.pdf

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

Company	NYC Department of Education, Pre-k		
Contact Person	Lisa D'Amato		
Address	44-36 Vernon Blvd		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(718) 707-4363		
Fax #			
E-Mail Address	Ldamato@schools.nyc.gov		

Company	Spackenkill Union Free School District, Pre-k		
Contact Person	Michele Moloney		
Address	15 Croft Road		
City	Poughkeepsie	State/Province/Territory	NY
Country	US		
Telephone	(845) 463-7800		
Fax #			
E-Mail Address	michele.moloney@sufsdny.org		

Company	Dutchess County Department of Behavioral & Community Health, Pre-K		
Contact Person	Janine Fitzmaurice		
Address	85 Civic Center Plaza suite 106		
City	Poughkeepsie	State/Province/Territory	NY
Country	US		
Telephone	(845) 486-2759		
Fax #			
E-Mail Address	Jfitzmaurice@dutchessny.gov		

I, Todd Farber, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Todd Farber, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: L&M Bus Corp

Electronically signed and certified at the date and time indicated by:
Todd Farber [TFARBER@TOTALBUSCO.COM]

Chief Operating Officer
Title

05/13/2021 03:55:18 PM
Date

Current Contracts 2021:

Service Provided By	Customer	Type of Ops	Scope of Service	Size of Ops	Vehicles
L&M Bus Corp.	Office of Pupil Transportation	Fixed route Special Ed Pre-K & EI Transportation	Pre-K – 135 Routes per day School Age Special Ed – 185 Routes per day	149 Mini School Buses, 203 Large School Buses	352
MAT Bus Corp., PA	City of Philadelphia School District	Fixed route Special Ed & Regular Ed	232 Routes per day	40 Mini School Buses, 215 Large School Buses	255
MAT Bus Corp. New York	Dutchess County BOCES	School Bus Transportation	46 Routes per day	20 Large School Buses, 20 Mini School Buses, 11 Caravans	284
MAT Bus Corp. New York	Dutchess County Department of Behavioral and Community Health - Pre-K	School Bus Transportation	65 Routes per day	6 Large School Buses, 37 Mini School Buses, 29 Caravans	
MAT Bus Corp. New York	North Rockland Central School District	School Bus Transportation	147 Routes per day	84 Large School Buses, 77 Mini School Buses	
MAT Bus Corp. New York	Spokenkill Union Free School District	School Bus Transportation	11 Routes per day	12 Large School Buses	12
MAT Bus Corp. New York	Rhinebeck Central School District	School Bus Transportation Pre-K	14 Routes per day	15 Large School Buses	15
MAT Bus Corp. New York	Yonkers Public Schools	School Bus Transportation	6 Routes per day	7 Mini School Buses	7
MAT Bus Corp. New York	Yorktown Central School District	School Bus Transportation	72 Routes per day	31 Large School Buses, 43 Mini School Buses, 6 Caravans	80
MAT Bus Corp. New York	Peekskill City School District	School Bus Transportation	45 Routes per day	23 Large School Buses, 23 Mini School Buses, 4 Caravans	50
Quality Transportation Corp.	Office of Pupil Transportation	School Bus Transportation	279 Routes per day	307 Large School Buses	307
Brooklyn Transportation Corp.	InterAgency Transportation Solutions	Fixed Route Adult Handicapped Transportation	23 Routes per day	13 Mini School Buses, 12 Large School Buses	25
Maggies Paratransit Corp.	MTA – NYC Transit Authority	Paratransit Access-A-Ride	50,000 Demand Responsive Trips per month	208 ADA Vans, 90 Sedans	298
GVC II, Inc.	MTA – NYC Transit Authority	Paratransit Access-A-Ride	15,000 Demand Responsive Trips per month	182 ADA Vans, 31 Sedans	213
Total Transit Corp.	SEPTA – Southeastern Pennsylvania Transportation Authority	Paratransit Access-A-Ride	40,000 Demand Responsive Trips per month	144 Cutaway Buses	144
MPC Bus Corp.	County of Union – Dept. of Human Services	Paratransit Access-A-Ride	11,000 Demand Responsive Trips per month	52 ADA Vans	52
Bella Bus Corp.	InterAgency Transportation Solutions, and DHS	Fixed Route Adult Handicapped Transportation	40 Routes per day for IATS	26 Large School Buses, 19 Mini School Buses	95
Bella Bus Corp.	NYC Dept. of Homeless Services	Fixed Route Adult Handicapped Transportation	46 Routes per day for DHS	50 Large School Buses	

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: L & M BUS CORP.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: QUEE

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES SERVICE CODE: 39 *

FILED:10/10/2003 DURATION:PERPETUAL CASH#:031010000664 FILM #:031010000643

ADDRESS FOR PROCESS

EXIST DATE

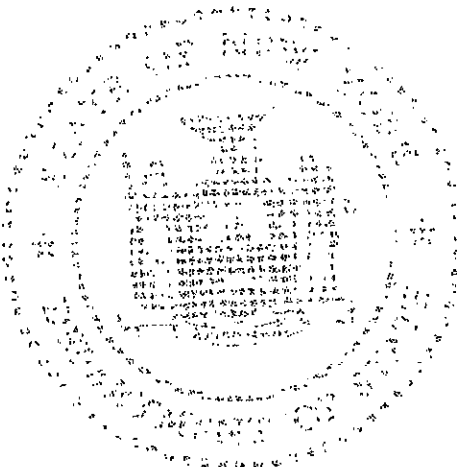
10/10/2003

THE CORPORATION
56-19 METROPOLITAN AVENUE
RIDGEWOOD, NY 11378

REGISTERED AGENT

STOCK:

200 NPV



FILER	FEES	160.00	PAYMENTS	160.00
BLUMBERGEXCELSIOR CORPORATE SERVICES, INC.	FILING	125.00	CASH	0.00
52 SOUTH PEARL STREET 2ND FLOOR	TAX	10.00	CHECK	0.00
ALBANY, NY 12207	CERT	0.00	CHARGE	0.00
	COPIES	0.00	DRAWDOWN	160.00
	HANDLING	25.00	BILLED	0.00
			REFUND	0.00

DOS-1025 (11/89)

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: L&M Bus Corp

Address: 3167 Atlantic Avenue

City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11207

Country: US

2. Entity's Vendor Identification Number: 200292288

3. Type of Business: Other (specify) L&M Bus Corp is a Corporation.

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):

First Name Agostino
Last Name Vona
MI _____ Suffix _____
Address 86 Fourth Street
City Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country US
Position President

First Name Todd
Last Name Farber
MI _____ Suffix _____
Address 2388 Legion Street
City Bellmore State/Province/Territory: NY Zip/Postal Code: 11710
Country US
Position COO

First Name Joseph
Last Name Sgro
MI _____ Suffix _____
Address 418 shore road
City bellmore State/Province/Territory: NY Zip/Postal Code: 11710
Country US
Position CIO

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Please see attached individuals below
Agostino Vona - 65% Shareholder
Joseph Sgro - 30% Shareholder

First Name Agostino
Last Name Vona
MI _____ Suffix _____
Address 86 Fourth Street
City Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country _____
Position President

First Name Joseph
Last Name Sgro
MI _____ Suffix _____
Address 418 shore road
City bellmore State/Province/Territory: NY Zip/Postal Code: 11710
Country _____
Position Chief Information Officer

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.

L&M Bus Corp is a subsidiary of Total Transportation Corp and will be the sole provider of this contract. None of Total Transportation Corps subsidiaries listed in our Proposal will take performance of this contract except for L&M Bus Corp.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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. 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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

York State):

None

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.

Electronically signed and certified at the date and time indicated by:

Todd Farber [TFARBER@TOTALBUSCO.COM]

Dated: 05/13/2021 09:00:39 AM

Title: Chief Operating Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph Sgro
Date of birth: 09/17/1992
Home address: 418 shore road
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11710
Country: US
- Business Address: 3167 Atlantic Avenue
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11207
Country: US
Telephone: 5167545563
- Other present address(es):
City: _____ State/Province/Territory: NY Zip/Postal Code: 11207
Country: US
Telephone: 5165283204

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Information Officer	01/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes, I have an equity interest in the business for L&M Bus Corp that I currently hold for a 30% ownership. Please note that L&M Bus Corp is a subsidiary of Total Transportation Corp which holds 100% of L&M Bus Corp.

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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Please see file attached.

1 File(s) Uploaded: PQ #5 - Joe.pdf

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?

YES ☒ NO ☐ If Yes, provide details.

Please see file attached.

1 File(s) Uploaded: JOSEPH PRINCIPAL QUESTIONNAIRE FORM.pdf

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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph Sgro , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Sgro , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

L&M Bus Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph Sgro [JOSEPHSGRO@TOTALBUSCO.COM]

Chief Information Officer

Title

07/01/2021 12:14:18 PM

Date



In Response to the Principal Questionnaire Form

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?

If yes, provide details.

Yes, in the past 3 years I have been a principal owner for Total Transportation Corp. which is the parent company to L&M Bus Corp.

Below is a full disclosure list of all companies owned/managed under Total Transportation Corp.

- L&M Bus Corp
- MAT Bus Corp (PA)
- MAT Bus Corp (NY)
- Quality Transportation Corp.
- Brooklyn Transportation Corp.
- Maggies Paratransit Corp.
- Total Transit Corp.
- MPC Bus Corp (NJ)
- MPC Bus Corp (PA)



In Response to: Principal Questionnaire Form

Question #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?

Please note L&M Bus Corp is a subsidiary of Total Transportation Corp.

Below are the governmental entity contracts that were awarded in the past 3 years while I, Joseph Sgro was Chief Information Officer/CIO.

- March 2019 - Quality Transportation --
New York City Department of Education.

- April 2019, MAT Bus Corp. --
Peekskill City School District

- April 2020, MAT Bus Corp. --
Yonkers Public Schools

- August 2020, MAT Bus Corp. --
Yorktown Central School District

For additional information on contracts awarded to Total Transportation Corp on or before 2012 in regards to question 6, please refer to our submitted proposal page 6, Emergency Start-up Experience. If any type of service information is needed please refer to our reference sheet also located in our proposal page 14.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Todd Farber
Date of birth: 03/25/1976
Home address: 2388 Legion Street
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710
Country: US
- Business Address: 3167 Atlantic Avenue
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11710
Country: US
Telephone: 516-528-3204
- Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Operating Officer	10/06/2006

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ 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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ 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?

YES ☒ NO ☐ If Yes, provide details.

Please see attachment

1 File(s) Uploaded: Todd Farber.pdf

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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Todd Farber , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Todd Farber , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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L&M Bus Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Todd Farber [TFARBER@TOTALBUSCO.COM]

Chief Operating Officer

Title

05/13/2021 02:32:01 PM

Date



In Response to: Principal Questionnaire Form

Question #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?

Please note L&M Bus Corp is a subsidiary of Total Transportation Corp.

Below are the governmental entity contracts that were awarded in the past 3 years while I, Todd Farber was Chief Operating Officer/ COO.

- March 2019 - Quality Transportation –
New York City Department of Education.

- April 2019, MAT Bus Corp. –
Peekskill City School District

- April 2020, MAT Bus Corp. –
Yonkers Public Schools

- August 2020, MAT Bus Corp. –
Yorktown Central School District

For additional information on contracts awarded to Total Transportation Corp on or before 2012 in regards to question 6, please refer to our submitted proposal page 6, Emergency Start-up Experience. If any type of service information is needed please refer to our reference sheet also located in our proposal page 14.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Agostino Vona
Date of birth: 02/23/1969
Home address: 86 Fourth Street
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country: US

Business Address: 3167 Atlantic Avenue
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11207
Country: US
Telephone: 5165072827

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>10/10/2003</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes, I have an equity interest in the business for L&M Bus Corp that I currently hold for a 65% ownership. Please note that L&M Bus Corp is a subsidiary of Total Transportation Corp which holds 100% of L&M Bus Corp.

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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Please see attached file.

1 File(s) Uploaded: PQ #5 - Augie.pdf

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?

YES ☒ NO ☐ If Yes, provide details.

Please see attached file.

1 File(s) Uploaded: augie principal questionnaire pdf.pdf

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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



In Response to: Principal Questionnaire Form

Question #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?

Please note L&M Bus Corp is a subsidiary of Total Transportation Corp.

Below are the governmental entity contracts that were awarded in the past 3 years while I, Agostino Vona was president/principal.

- March 2019 - Quality Transportation –
New York City Department of Education.

- April 2019, MAT Bus Corp. –
Peekskill City School District

- April 2020, MAT Bus Corp. –
Yonkers Public Schools

- August 2020, MAT Bus Corp. –
Yorktown Central School District

For additional information on contracts awarded to Total Transportation Corp on or before 2012 in regards to question 6, please refer to our submitted proposal page 6, Emergency Start-up Experience. If any type of service information is needed please refer to our reference sheet also located in our proposal page 14.

Proposal to Provide

**COUNTY OF NASSAU, NEW YORK
PRESCHOOL TRANSPORTATION**

BID NUMBER 93927-04221-053



L&M BUS CORP.

"Delivering small company feel with large company experience."

April 22, 2021



PROPOSAL TO PROVIDE

Safe, reliable, and cost-effective Preschool Transportation for the County of Nassau.

DUE DATE

Thursday, April 22, 2021 at 11:00 AM

SUBMITTED TO

Ms. Anette Sullivan
County of Nassau
Department of Purchasing
1 West Street
Mineola, New York 11501

SUBMITTING CONTACT

Mr. Agostino Vona
President/CEO
L&M Bus Corp.
3167 Atlantic Avenue
Brooklyn, NY 11208
Cell: 516-507-2827
Fax: 516-620-3122
Email: avona@totalbusco.com

L&M BUS CORP.

3167 Atlantic Ave., Brooklyn, New York 11208

(O) 516 · 507-2827

(F) 516 · 620 · 3122

Ms. Anette Sullivan
County of Nassau
Department of Purchasing
1 West Street
Mineola, New York 11501

Re: Nassau County Preschool Transportation – BID NUMBER 93927-04221-053

Dear Ms. Sullivan:

Thank you very much for the opportunity to submit the enclosed proposal in response to the BID for Preschool Transportation. L&M Bus Corp. is pleased to be considered to provide Preschool Transportation for the County of Nassau.

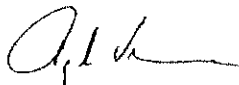
Total Transportation Corp. ("TTC"), parent company to L&M Bus Corp., and its management team have a broad range of experience in transporting school children and disabled passengers. We believe our experience and management philosophy of delivering small company feel with large company experience will prove to be invaluable in accomplishing the goals of the County of Nassau while fostering a spirit of cooperation. At L&M Bus Corp., we understand the sensitive circumstances surrounding the transportation of school children, including disabled children, and are equipped to respond appropriately to the needs of this vulnerable population. We realize the importance of providing a quality, a dependable fleet of school buses that are well equipped, well maintained, and always ready for safe, efficient, reliable service.

Our team is excited to for the opportunity to provide quality services to the County of Nassau and offer our knowledge and expertise in the provision of school bus transportation as evidence in our current services contracts:

- Total Transportation currently services 1,346 school bus routes between New York and Pennsylvania, servicing approximately 18,525 school children per day.
- Total Transportation is the largest providers of Pre-K transportation in the City of New York.
- Total Transportation Currently services 757 paratransit routes between New York, New Jersey and Pennsylvania, carrying over 300,000 passengers per month.
- Is one of the largest providers of transportation services for mentally and physically disabled adults to special-needs programs and workshops to assist these individuals in their daily routines, under contract with IATS in New York City.
- Successfully support the largest metropolitan area in the United States by partnering with the New York City Transit Authority in providing over 75,000 demand responsive Access-A-Ride trips per month for the elderly and disabled throughout the five boroughs of New York City.
- Provide Project Directors that are dedicated with full authority for each individual account to ensure that a small business relationship and customer satisfaction is constantly maintained.

We look forward to establishing a great relationship with the County of Nassau. Please feel free to contact me at (516) 507-2827 should you require any additional information or clarification in furtherance of our bid.

Sincerely,



Agostino Vona
President/ CEO

Table of Contents

PROPOSER ORGANIZATION	5
I. EXPERIENCE	6
PRE-KINDERGARTEN EXPERIENCE	6
PRE-KINDERGARTEN ROUTING	6
START-UP EXPERIENCE	6
EMERGENCY EXPERIENCE	8
OVERALL EXPERIENCE	9
EXPERIENCED MANAGEMENT TEAM	10
CONTRACTED AGENCIES	14
REFERRING AGENCIES	13
II. SERVICE	16
COMPANY CLEANING, DISINFECTING AND SANITIZING PROCEDURES	16
COMPANY STAFF AND PROGRAMS	18
DRIVER AND ATTENDANT HIRING	19
SAFETY PROGRAMS AND ACTIVITIES	23
III. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR	28
GARAGE	28
PREVENTATIVE MAINTENANCE	29
DOT PASSING RATE	33
MECHANICAL EXPERIENCE	33
IV. APPENDIX	34
INSURANCE ACCORD	
VEHICLE LETTER	
RFP FORMS & PRICING	
DOT BUS NET PROFILES	
AFFIDAVIT OF COMPLIANCE/19-A	
REFERENCE LETTERS	
DRUG AND ALCOHOL POLICY	
EMPLOYEE MANUAL	
PREVENTATIVE MAINTENANCE PLAN	
SYSTEM SAFETY PROGRAM PLAN	
AFFIRMATIVE ACTION PLAN	

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PROPOSER ORGANIZATION

L&M Bus Corp. is proposing to provide exceptional Preschool Transportation for three (3) years, starting September 1, 2021 through August 31, 2024 with the possibility of two (2), one (1) year extensions for the County of Nassau.

- a. Legal name and ownership of the Corporation making the Proposal

L&M Bus Corp.
3167 Atlantic Avenue
Brooklyn, NY 11208
516-507-2827

- b. Name and title of the principals of the Corporation who has the authority to sign the Proposal.

Agostino Vona, President/CEO
Todd Farber, COO

- c. Name, title, address, phone number of the individual responsible for providing any additional information required and for obtaining necessary corporate or organization approvals.

Agostino Vona, President/CEO
3167 Atlantic Avenue
Brooklyn, NY 11208
516-507-2827
avona@totalbusco.com

- d. L&M Bus Corp. Fed ID #20-0292288
Total Transportation Corp. Fed. ID #26-3805607

L&M Bus Corp. is a Corporation, incorporated in the State of New York.

Officers:

Agostino Vona, President/CEO
Todd Farber, COO
Lisa Miljoner, Project Director
David Ostrowski, Regional Maintenance Director

L&M Bus Corp. is a subsidiary of:

Total Transportation Corp.
320 Nassau Blvd.
Garden City, NY 11530

I. EXPERIENCE

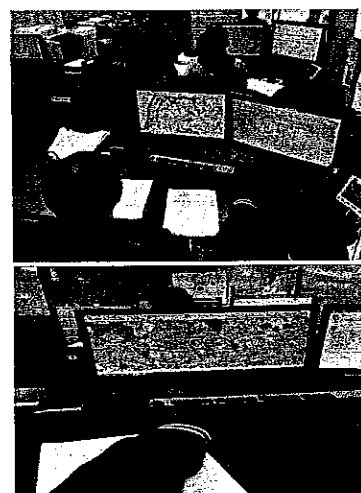
Pre-Kindergarten Experience

L&M Bus Corp., founded in 2003, has over 19 years' experience in transporting Pre-Kindergarten students. L&M started with 60 routes and today operates over 730 routes within the 5 boroughs of New York City. L&M's experienced routing department successfully provides efficient routes for more than 3,800 Pre-K students each year. With our state of the art routing software powered by Transfinder™ and the use of GPS technology, we are able to evaluate new routes with the use of dry runs to ensure all the routes have been optimized for peak performance and efficiency. Our Training Department holds quarterly refresher trainings for our Drivers and Monitors tailored to the delicate students we service. Our training topics include sensitivity training, wheelchair securement, autism awareness and safe driving based on ever changing trends compiled from recent company data.

L&M's safety department is supervised and staffed by retired law enforcement officers, which responds to all complaints and incidents that take place on the road. Each incident that the safety department responds to will generate the necessary reports and notifications as per the contract and company policy. The safety department also conducts monthly random road observations and evaluations on bus drivers and monitors while on the road. Our 19 years' experience in transporting and routing Pre-K Students as well as our ability to mobilize and start-up operations, has helped us become the go to company for the City of New York, handling emergency routes in short periods of time.

Pre-Kindergarten Routing

L&M maintains an in house routing department equipped with Transfinder™, a state of the art routing software. Our Routing Department is staffed by knowledgeable and experienced routers that understand the delicate population we transport and build routes based on time parameters given by the County and when necessary individualized to the child's needs. With the use of our Transfinder™ software and our staff's extensive geographic knowledge the turn-around time for adding new students is drastically reduced, thus allowing a seamless integration into each individual route. Our department meets with drivers to discuss changes and evaluate the route they are using to correct problem routes. The staff also uses GPS technology from Silent Passenger™ which allows us to play back the route on our software and further investigate problem routes. Our analysis and procedures enable us to quickly modify routes and/or reinstruct our drivers to ensure on time performance.



Start-Up Experience

Total Transportation Corp. and its subsidiaries specialize in start-ups with a proven track record in building our companies from the ground up. Our management team's ability is unmatched in the industry in building a company and in handling large growth in short periods of time. Before entering a new market, our management team does extensive research and analysis to find and acquire property that will be an efficient, well planned transportation facilities. Our research and analysis enable us to secure the real estate, create the building and maintenance facility layouts, purchase a quality fleet and hire qualified personnel.

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Additionally, our research also includes analyzing available vendors in the local area, transportation providers, local labor union culture, knowledge of the drivers and monitors, and become familiar with the County of Nassau to understand how to meet their needs. From the award of the Contract, our Project Director and Transportation Supervisor assigned to the contract are experienced in making the decisions necessary to get the business started, while maintaining constant communication with the County of Nassau.

Our experience is a result of twenty (21) years of transportation operations. Total Transportation Corp. maintains and operates a combined fleet of over 2300 vehicles, all servicing the five boroughs of New York City, New Jersey and the City of Philadelphia in various capacities.

Additional examples of our start-up experience include:

- In 2000, TTC started Maggies Paratransit Corp., an Access-A-Ride company servicing New York City's elderly and disabled citizens. Our management team secured the property, built offices, a maintenance shop, purchased equipment and hired and trained personnel. We started with a fleet of 30 Paratransit vans and have built the company up to currently 350 vans and sedans.
- In 2003, TTC started L&M Bus Corp. to service a New York City DOE contract to transport Pre-K Special Education children. Again, our management team secured a location, built offices and a maintenance shop, purchased equipment, a school bus fleet, and hired and trained personnel. L&M started with 20 school buses to currently a fleet of 309 school buses. In addition, in 2013 L&M began a contract with the NYC DOE to transport School Age Special Education children, starting with 80 school buses which we have built up to 100 buses in less than two years.
- In 2005, TTC started Brooklyn Transportation Corp., a company exclusively devoted to the transportation of individuals with developmental disabilities. Under contract with IATS, Brooklyn began servicing 30 routes using custom tailored buses, each bus designed specifically to the needs of the pickup individual on each route.
- In 2010, TTC started Quality Transportation Corp. to transport School Bus children in Brooklyn and Queens under contract with the NYC DOE. Again, our management team secured the location, offices and maintenance shop, purchased equipment and hired and trained personnel. We started the company with 85 school buses and have grown to currently 240 school buses.
- In 2015, TTC started MAT Bus Corp., PA with a newly awarded contract with the City of Philadelphia. MAT was officially awarded 140 school bus routes in May of 2015 with service to begin September 2015. Due to our management team's success in our startup and transition we have grown the contract to 300 school buses.
- In February 2016, TTC started MAT Bus Corp. NY, with an emergency contract that turned into a five-year contract with the Dutchess County BOCES to provide special education transportation for 1000 school children. This is another success story evidencing of the strength of TTC's management team.
- In August 2016, TTC acquired 21st Avenue Bus Corp. a provider of school bus transportation servicing New York City Department of Education.

In March 2017, MAT Bus Corp., NY was awarded Dutchess County Pre-K and EI Transportation Contract from the United States Bankruptcy Court with services to begin on Wednesday, March 1, 2017. In that short period of time, we were able to enhance our current facility, hire drivers, added

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vehicles and provided the District with a seamless emergency transition. We commenced our services in just 5 days with no interruption.

- In April 2017, TTC added MPC Bus Corp. a provider of paratransit ADA, and fixed route paratransit for Union County, New Jersey.
- In August 2017, TTC acquired Edens Transit a provider of paratransit ADA for the State of Pennsylvania, servicing Philadelphia County.
- In August 2017, TTC acquired Haverstraw Transit providing school bus service for North Rockland School District.
- In August 2018 because of our seamless transition the North Rockland School District issued MAT Bus Corp. a five (5) year contract.
- In March 2019, Quality Transportation was called upon by the New York City Department of Education to take on eighty (80) additional general education routes. These routes were given on an emergency basis to fulfill the need of homeless students that needed transportation from their shelters to their home schools.
- In April 2019, MAT Bus Corp. was awarded a contract with the Peekskill City School District providing transportation for their general and special education program further expanding our presence outside the New York City area.
- In April 2020, MAT Bus Corp. was awarded a contract with the Yonkers Public Schools for their special education out-of-district routes again further expanding our presence outside the New York City area.
- In August 2020, MAT Bus Corp. was awarded a contract with the Yorktown Central School District from the United States Bankruptcy court with service to begin on September 13th. In a short period of time, we were able to commence our service in just five (5) days with no interruptions. We quickly enhanced our current facility, hired drivers, added vehicles and provided the District with a seamless emergency transition.

Emergency Experience

Another strength of our team is that we are experienced and equipped to deal with emergency-based work.

- August 2020, MAT Bus Corp. was awarded a contract with the Yorktown Central School District from the United States Bankruptcy court with service to begin on September 13th. We quickly enhanced our current facility, hired drivers, added vehicles and provided the District with a seamless emergency transition in just five (5) days.
- March 2019, Quality Transportation began an emergency contract for the NYC Department of Education to take on eighty (80) additional general education routes. These routes were to fulfill the need of homeless students that needed transportation from their shelters to their home schools. Our quick response lends us to be one of the go-to companies for the NYC DOE when they are in need of immediate service without interruptions.
- October 2018, TTC began an emergency contract for the NYC Dept. of Education adding 46 routes in two (2) day notice. This quick response to our client's needs ensured no service interruption for the school children that the prior contractor serviced. This is yet another example of TTC's strong

management team and their ability to locate and purchase vehicles in a moments' notice. Strengthening our partnership with our clients.

- February 2017, MAT Bus Corp. was awarded Dutchess County Pre-K and EI Transportation Contract from the United States Bankruptcy Court with services to begin on Wednesday, March 1, 2017. In that short period of time, we were able to enhance our current facility, hire drivers, added vehicles and provided the District with a seamless emergency transition. We commenced our services in just 5 days with no interruption.
- September 2016, Quality was asked by NYC DOE to assume 104 general education routes with a few days' notice. NYC DOE was faced with a directive from the Mayor's Office to immediately provide school transportation for children living in homeless shelters throughout the city. Through TTC's financial abilities and strong leadership team, Quality was able to purchase vehicles, hire quality staff and mobilize this project within a weeks' time.
- February 2016, in our newest market Dutchess County New York the District was faced with a contractor that was unable to provide service, TTC through an affiliate we were able to make all the necessary preparations and began servicing the 800 school children with no laps in service in five (5) days.
- In 2015, at the start of the school year Philadelphia was faced with a failing contractor and with-in weeks TTC through an affiliate, quickly provided the city with 80 additional routes.
- In 2014, with the fall of Atlantic Express, TTC was asked by the NYC DOE to assume 218 routes spread among our various transportation companies. With a two-week deadline, TTC's management team mobilized, splitting our team into day and night shifts, working 7 days a-week, 24 hours a day, achieving once again a successful transition. TTC received high praise from the DOE for being the only carrier to make 100% route coverage and was asked to temporarily take additional routes until other carriers came online.
- In 2012, L&M was asked by the NYC DOE to assume 175 Pre-K routes from a provider that had failed to meet its contract requirements. TTC's management teamed quickly mobilized in securing property, vehicles, and staff and accomplished contract compliance to the DOE within the three-week transition.
- Additionally, in 2012 TTC through an affiliate was called upon by the City of New York to assist in the evacuations of the low-lying areas in preparation for Super Storm Sandy. Post Super Storm Sandy the City of New York found itself with bus contractors unable to perform and we provided temporary relief covering many other contractor's routes.

Overall Experience

Total Transportation Corp. is the parent company to L&M Bus Corp. who is submitting this proposal is also the parent company to the following transportation companies: Quality Transportation Corp., Brooklyn Transportation Corp., Maggies Paratransit Corp., GVC II, Inc., MPC Bus Corp., Total Transit Corp., Bella Bus Corp., MAT Bus Corp. PA, and MAT Bus Corp. TTC and its management team have an extensive range of experience in operating and managing bus transportation in New York, New Jersey, and the City of Philadelphia, including ADA services. Total Transportation Corp.'s company philosophy is to provide safe, dependable transportation to the clients we serve. Our management team and staff are committed to providing distinctive, tailored service to address the individual needs and requirements of our clients. We foster a spirit of *'the customer always comes first'* and take pride in the work we do to achieve that goal. We believe our experience and management culture has proven invaluable in servicing the transportation needs of the various agencies we contract with including the Dutchess BOCES, Rhinebeck Central School District, Spackenkill Union Free School District, North Rockland School District, New York City Department of Education (NYC DOE), City of Philadelphia School District, New York City Transit

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Authority (NYCTA), County of Union New Jersey, Department of Human Services, Southeastern Pennsylvania Transportation Authority (SEPTA), InterAgency Transportation Solutions (IATS), and the Department of Homeless Services (DHS).

We currently perform work for the NYC DOE to provide School Bus and Special Ed transportation, as well as we also service over 76,000 Access-A-Ride ("AAR") trips per month for elderly and disabled citizens for the NYCTA. Under contract with the IATS, we provide daily transportation for disabled adults, and for the DHS we provide shuttle service for New York City's homeless to shelters around the city.

We are confident that our expertise and resources will aid us in fulfilling the contract requirements for the County of Nassau.

Our biggest strength is our management team's ability at rapid start-ups in a short period-of-time, and our years of experience in School Bus transportation and ADA-compliant service. This ability and experience put us well ahead of our competitors as it provides us with the means for the successful start-up of this proposal. The low turnover of our management team is an indication of their dedication and a key factor in our successes at starting up our school bus and paratransit companies. We have consistently demonstrated the ability to efficiently mobilize, operate, expand and respond to the growing needs of our customers while maintaining our focus on safety and service.

TTC's commitment to provide safe, reliable service is unmatched, we strive to uphold stringent policies focusing on the safe transportation of our passengers. To achieve that, our experienced trainers conduct constant training based on the trends reported by customer service and our road supervisors to ensure the drivers maintain the knowledge to provide the quality of work we expect. Along with these procedures and our maintenance team experience, this enables us to exceed the expectations of a safe reliable fleet of school buses.

With our focus on safe service and customer satisfaction, we have no doubt that the abilities of our dedicated team to perform the work in this proposal that will exceed the expectations of the County of Nassau.

"Delivering small company feel with large company experience."

Experienced Management Team

Our current management team is highly qualified in the transportation industry and has proven their ability to efficiently and successfully start up and manage bus transportation operations. Their experience in start-ups of new contracts with limited preparation time will be invaluable as they prepare for the work in this proposal. Our strategy is to divide the work into teams, headed by a Project Director, in-order for each team to focus on specific aspects of the project. This approach has proven effective for us as each team may focus on their areas of expertise.

Combined our team has 100+ years of transportation experience. They have worked in each department of the company growing through the ranks building a strong foundation of transportation knowledge. This type of training gives them knowledge and expertise in all areas of the business, enhancing their skills in management. Agostino Vona, President, Todd Farber, COO, Project Director, Lisa Miljoner, Regional Maintenance Director, David Ostrowski, Safety Director, Steve Yorkus, and Training Director, Mary Byers are the management team that will be dedicated to all phases of Total Transportation Corp's operation.

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Each of these department heads will be in-charge of maintaining quality control within their divisions, directing personnel to follow procedures, monitoring and reviewing performance, and recommending improvements. Attention to detail, a critical component of running a successful bus operation, is what will separate L&M Bus Corp. from its competitors. We plan to continue to maintain low management turnover, which will allow the company to keep qualified and dedicated personnel at high levels of management.

Agostino Vona, President/CEO

Agostino Vona is a certified Public Accountant in the state of New York. He obtained his master's Degree in Business Administration from St. John's University. Mr. Vona's primary practice as a CPA was focused on tax aspects and operational consulting related to the transportation industry. He further engaged in providing financial statement services, contract management cost justifications to governmental agencies and requests for proposals for a variety of clients.

Mr. Vona started with Maggies Paratransit Corp. in August 2001 as Vice President and has since worked closely with the NYCTA regarding all aspects of the Company's paratransit service and contract management. He ensures all contractual obligations with the TTC are satisfied effectively. Mr. Vona supervised the Company's continual expansion from 20 to 340 vehicles. Agostino Vona has grown his companies to provide excellent transportation, focusing on ADA and paratransit as our niche. In 2003, Mr. Vona founded L&M Bus Corp. to provide school bus transportation for the NYC DOE's Pre-K service. In 2008, Mr. Vona founded Quality Transportation to provide school bus service for the NYC DOE for school age children in Special Education programs, continuing our company's focus on ADA transportation.

In 2014, Mr. Vona continued our paratransit growth with the acquisition of GVC II, Inc. GVC II was acquired with eighty (80) revenue vehicles and has since been expanded to 130 revenue vehicles in a period of less than fifteen (15) months. Mr. Vona also transitioned Maggies Paratransit to the only overnight paratransit carrier in New York City, and implemented and supervised the installation of an on-site fuel tank system.

Todd Farber, Chief Operating Officer

Todd has more than ten (10) years, experience in the transportation industry, Todd started at Maggies Paratransit Corp. as a Quality Control Manager. Todd immediately established his ability to manage staff by restructuring the department and immediate improvement was seen in the quality of the overall fleet and the efficiency of the department. Showing his ability to manage and oversee a department, Todd was promoted to Safety Manager. As Safety Manager, Todd was able to make changes in training and procedures drastically reducing Maggies accidents. Todd developed and implemented a detailed road observation procedure that not only trained and disciplined employees but also rewarded drivers based on the outcome of observation. This road observation procedure was adopted by the NYCTA and is still being used currently.

Todd quickly demonstrated his ability to make management decisions, which have directly led to the success of the business. Todd's focus on efficiency, reliability and service has been instrumental in the successful start-up of Quality Transportation, mobilizing 123 vehicles with two months' notice. Upon that start-up, Todd was promoted to Chief Operating Officer, overseeing business development and future start-ups of new contracts and emergency-based opportunities. Therefore, Todd has managed the expansion of new contracts for Brooklyn Transportation Corp. and Bella Bus Corp. with 92 vehicles. Todd was at the

forefront in the emergency mobilization of the 175 Pre-K routes in 2012 for L&M, involved in all aspects for a start-up in just three weeks. Similarly, two years later Todd assumed a vital role in the successful transition of 218 General and Special Ed routes for the NYC DOE.

Todd remains our Chief Operating Officer, assisting the CEO with logistics and contracts with various agencies such as NYC DOE, NYCTA, NYC DHS. Todd spends a large portion of his time overseeing all business operations on a regular basis. Todd utilizes management indicators to improve service and report current information to the CEO. Todd meets regularly with the agencies we provide service for to ensure excellent service and contract compliance.

Lisa Miljoner, Project Director

Lisa Miljoner will be the dedicated Project Director with full authority to make decisions as situations arise within the contract. Lisa will also be responsible for working closely with the County of Nassau on all matters concerning students, parents and compliance of all drivers. She will also ensure cost and operational efficiency of the service being provided and be knowledgeable in industry software. L&M Bus Corp. prides itself on low management turnover and promoting current staff members' who have shown exceptional leadership skills the opportunity to excel. Lisa began her career in School Bus Transportation over twenty (20) years ago managing a family business providing transportation for children with special needs. Lisa currently runs over 850 routes for Total Transportation Corp. and oversees all school bus operations in New York City.

Lisa has an excess of the five (5) year minimum requirement of the contract and be responsible for the entire operation including dispatch, training, safety, and maintenance. The Project Director will be part of L&M's management culture which is for our Senior Management to always be available to assist our Operations Managers and review management indicators to assure the highest quality of service being provided. Our Senior Managers host bi-weekly Project Manager meetings, in these meetings the managers get to interact, and problem solve with each other based on discussing industry issues and sharing data/intelligence.

David Ostrowski, Regional Maintenance Director

Mr. Ostrowski has more than ten (10) years' experience in fleet maintenance. He joined our team over six (6) years ago as our Regional Maintenance Director, overseeing the repair and maintenance of our New York fleet and maintenance facilities. As our Director, Mr. Ostrowski is actively involved in our startups, designing our facilities and hiring our staff. He is responsible for the safety of our fleet and ensuring they are ready for service. Mr. Ostrowski has long standing relationships with numerous vehicle manufacturers, ensuring our ability to acquire unique vehicles in a short amount of time. He is currently the Regional Maintenance Director of our team, bringing forth the experience and relationships necessary to these projects.

Steve Yorkus – Safety Director

Steve's career in safety started in 1986 when he joined the New York City Police Department. While with the NYPD, Steve spent the majority of his career in the Highway Patrol Division. The Highway Patrol Division gave Steve the knowledge and training of accident reconstruction, driver behavior, trends pertaining to safety as related to current weather conditions. Steve currently holds various certificates in the above safety activities. Upon retiring from the New York City Police Department in 2006, Steve immediately joined our company as part of our safety team. Since

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joining our team, Steve had been an integral part of our safety programs, which we consider one of the most important aspects of our business. Steve has implemented numerous training programs and has tailored our driver training based on data collected from on the road occurrences and data received not only internally but from the school bus industry. Steve also works very closely with our insurance companies, sharing data that we deem invaluable to our continuing goal of reducing safety related incidents annually.

Mary Byers – Training Director

Mary began her career in transportation in 1980, working in the dispatch office of a New York City Transportation Company. By 1985, Mary was an Operations Manager, which gave her the opportunity to learn the overall transportation business with a focus on driver and attendant behavior. During her time as an Operations Manager, Mary witnessed many situations that could easily be corrected through the right training. Having been exposed to various issues first-hand, Mary realized that training would be a more fulfilling opportunity. In 1990, Mary received her 19A Examiner Certificate and her training career soared. In 1995, she received her certificate as a New York State School Bus Driver's Instructor and opened her own school, specializing in school bus drivers and school bus monitors. Mary led the industry on a very new topic emerging in the school bus industry, passenger sensitivity. Her training program was adopted into the New York City Department of Education training curriculum, still used today. In those classes, Mary opened the eyes of the drivers and monitors to the array of special needs passengers and easy ways to make their ride more enjoyable. In 2011, Mary retired from the school bus industry hoping to find the same fulfillment and joy she had as an instructor in the industry. Unable to find the same satisfaction as she had as an instructor, Mary joined our team in 2013 and still maintains the roll of Safety Director. With Mary's knowledge and our commitment to training, our training department is always equipped with the latest curriculum necessary to have a top-notch training department.

Here is a list of agencies with whom we contract:

Service Provided By	Customer	Type of Ops	Scope of Service	Size of Ops	Vehicles
L&M Bus Corp.	Office of Pupil Transportation	Fixed route Special Ed Pre-K & EI Transportation	Pre-K – 135 Routes per day School Age Special Ed – 185 Routes per day	149 Mini School Buses, 203 Large School Buses	352
MAT Bus Corp., PA	City of Philadelphia School District	Fixed route Special Ed & Regular Ed	232 Routes per day	40 Mini School Buses, 215 Large School Buses	255
MAT Bus Corp. New York	Dutchess County BOCES	School Bus Transportation	46 Routes per day	20 Large School Buses, 20 Mini School Buses, 11 Caravans	284
MAT Bus Corp. New York	Dutchess County Department of Behavioral and Community Health - Pre-K	School Bus Transportation	65 Routes per day	6 Large School Buses, 37 Mini School Buses, 29 Caravans	
MAT Bus Corp. New York	North Rockland Central School District	School Bus Transportation	147 Routes per day	84 Large School Buses, 77 Mini School Buses	
MAT Bus Corp. New York	Spokenkill Union Free School District	School Bus Transportation	11 Routes per day	12 Large School Buses	12
MAT Bus Corp. New York	Rhinebeck Central School District	School Bus Transportation Pre-K	14 Routes per day	15 Large School Buses	15

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MAT Bus Corp. New York	Yonkers Public Schools	School Bus Transportation	6 Routes per day	7 Mini School Buses	7
MAT Bus Corp. New York	Yorktown Central School District	School Bus Transportation	72 Routes per day	31 Large School Buses, 43 Mini School Buses, 6 Caravans	80
MAT Bus Corp. New York	Peekskill City School District	School Bus Transportation	45 Routes per day	23 Large School Buses, 23 Mini School Buses, 4 Caravans	50
Quality Transportation Corp.	Office of Pupil Transportation	School Bus Transportation	279 Routes per day	307 Large School Buses	307
Brooklyn Transportation Corp.	InterAgency Transportation Solutions	Fixed Route Adult Handicapped Transportation	23 Routes per day	13 Mini School Buses, 12 Large School Buses	25
Maggies Paratransit Corp.	MTA – NYC Transit Authority	Paratransit Access-A- Ride	50,000 Demand Responsive Trips per month	208 ADA Vans, 90 Sedans	298
GVC II, Inc.	MTA – NYC Transit Authority	Paratransit Access-A- Ride	15,000 Demand Responsive Trips per month	182 ADA Vans, 31 Sedans	213
Total Transit Corp.	SEPTA – Southeastern Pennsylvania Transportation Authority	Paratransit Access-A- Ride	40,000 Demand Responsive Trips per month	144 Cutaway Buses	144
MPC Bus Corp.	County of Union – Dept. of Human Services	Paratransit Access-A- Ride	11,000 Demand Responsive Trips per month	52 ADA Vans	52
Bella Bus Corp.	InterAgency Transportation Solutions, and DHS	Fixed Route Adult Handicapped Transportation	40 Routes per day for IATS	26 Large School Buses, 19 Mini School Buses	95
Bella Bus Corp.	NYC Dept. of Homeless Services	Fixed Route Adult Handicapped Transportation	46 Routes per day for DHS	50 Large School Buses	

Referring Agencies

We have exceptional relationships with the agencies to which we have provided transportation services. Their experience with us is positive in all aspects, from our service to our management team, and our response to their many needs.

Here is a list of references:

Customer	Contact Name	Position	Address	Contact Phone #	Vehicles	Service Provided By
NYC Department of Education, Pre-K Contract Period: 9/1/03-6/30/25 # of Years Servicing: 18	Lisa D'Amato, ldamato@schools.nyc.gov	Contract Manager	44-36 Vernon Blvd., LIC, NY 11101	718-707-4363	149	L&M Bus Corp.
NYC Department of Education, Special Ed School Age Contract Period: 9/1/13-6/30/25 # of Years Servicing: 8	Lisa D'Amato, ldamato@schools.nyc.gov	Contract Manager	44-36 Vernon Blvd., LIC, NY 11101	718-707-4363	203	L&M Bus Corp.
NYC Department of Education, Gen'l/Special Education K-12 Contract Period: 9/1/10-6/30/25 # of Years Servicing: 11	Everett Parker, eparker@schools.nyc.gov	Contract Manager	44-36 Vernon Blvd., LIC, NY 11101	718-707-4363	307	Quality Transportation Corp.
City of Philadelphia School District Education, Gen'l/Special Education K- 12 Contract Period: 7/1/2015 – 6/30/2021 # of Years Servicing: 6	Danielle Floyd dfloyd@philasd.org	Contract Manager	440 N. Broad St., Philadelphia, PA 19130	215-400-5294	255	MAT Bus Corp., PA

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Spokenkill Union Free School District, Pre-K Contract Period: 2/17/16-6/30/21 # of Years Servicing: 5	Michele S. Maloney michele.maloney@sufsdny.org	School Business Manager	15 Croft Rd., Poughkeepsie, NY 12603	845-463-7800	12	MAT Bus Corp., NY
North Rockland Central School District Gen'l Education K-12 Contract Period: 8/1/2017-6/30/22 # of Years Servicing: 4	Kris Felicello, Ed.D. kfelicello@northrockland.org	Superintendent	65 Chapel St., Garnerville, NY 10923	845-942-3003	164	MAT Bus Corp., NY
Dutchess BOCES Special Education K-12 Contract Period: 2/17/16-6/30/21 # of Years Servicing: 5	Cole Bender Cole.bender@DCBOCES.org	Director of Facilities and Transportation	5 BOCES Rd., Poughkeepsie, NY 12601	845-486-8070	50	MAT Bus Corp., NY
Rhinebeck Central School District Education, Gen'l - Home to School Contract Period: 2/17/16-6/30/21 # of Years Servicing: 5	Thomas Burnell tburnell@rhinebeckcsd.org	Assistant Superintendent	45 North Park Rd. Rhinebeck, NY 12572	845-871-5520 Ext. 5523	15	MAT Bus Corp., NY
Dutchess County Department of Behavioral & Community Health, Pre- K Contract Period: 7/1/17-6/30/23 # of Years Servicing: 4	Janine Fitzmaurice jfitzmaurice@dutchessny.gov	Coordinator of Children with Special Needs Services	85 Civic Center Plaza, Suite 106 Poughkeepsie, NY 12601	845-486-2759	70	MAT Bus Corp., NY
Yonkers Public Schools Education, Special Education Contract Period: 7/1/20-7/1/24	Nicole Galdi Nicole.galdi@yonkersny.gov	Purchasing	1 Larkin Center 3 rd Floor Yonkers, NY 10701	914-377-6068 Ext. 8849	7	MAT Bus Corp., NY
Yorktown Central School District Education, Gen'l/Special Education Contract Period: 9/1/20-7/1/24	Patricia Sauber psauber@yorktown.org	Transportation Director	2729 Crompond Rd. Yorktown Heights, NY 10598	914-243-8016	80	MAT Bus Corp., NY
Peekskill City School District Education, Gen'l/Special Education Contract Period: 7/1/19-6/30/24	Robin Zimmerman rzimmerman@peekskillschools.org	Asst. Superintendent	1031 Elm Street Peekskill, NY 10566	914-737-3300 Ext. 1453	50	MAT Bus Corp., NY
Union County Department of Human Services Contract Period: 4/1/17-3/31/22 # of Years Servicing: 4	Karen Dinsmore kdinsmore@ucnj.org	Assistant Director	10 Elizabethtown Plaza Elizabeth, NJ 07207	908-527-4809	52	MPC Bus Corp.
MTA - NYC Transit Authority, Paratransit Access-A-Ride Contract Period: 8/1/08-3/31/25 # of Years Servicing: 21	Michael Cosgrove, michael.cosgrove@nyct.com	President, MTA Paratransit Division	33-00 Northern Blvd., LIC, NY 11101	718-393-4040	298	Maggies Paratransit Corp.
SEPTA - Southeastern Pennsylvania Transportation Authority Paratransit Services Contract Period: 4/1/18-3/31/22 # of Years Servicing: 4	David Rogers drogers@septa.org	Senior Contract Administrator	1234 Market St. 11 th Floor Philadelphia, PA 19107	(215) 580-3423	144	Total Transit Corp.
MTA - NYC Transit Authority, Paratransit Access-A-Ride Contract Period: 8/28/08-3/31/25 # of Years Servicing: 12	Michael Cosgrove, michael.cosgrove@nyct.com	President, MTA Paratransit Division	33-00 Northern Blvd., LIC, NY 11101	718-393-4040	213	GVC II, Inc.
NYC Dept. of Homeless Services, Fixed Route Adult ADA Contract Period: 11/1/13-09/30/23 # of Years Servicing: 9	Carlos F. Obando cobandos@dhs.nyc.gov	Contract Manager	33 Beaver Street NY, NY 10004	718-688-8553	50	Bella Bus Corp.

All Companies are privately held.

II. SERVICE

L&M Bus Corp. while under the supervision of our parent company, Total Transportation Corp., delivers a small company feel with large company experience. Customer service is at the forefront of our structure and we demand nothing but the best from our staff. Our dispatch staff being at the front lines are trained with our company culture to provide accurate information to the County of Nassau and parents being sensitive to the situation at hand. L&M understands that the child's day starts and ends with us and we will do all in our power to make their experience a positive one. L&M will ensure the assignment the most qualified and experienced decision makers on the ground running the day to day operations, ensuring the County of Nassau staff will always be advised and informed of any operational matters.

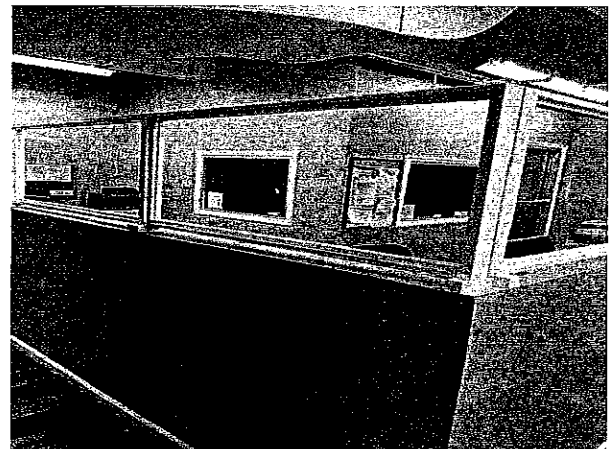
Company Cleaning, Disinfecting and Sanitizing Procedures

L&M Bus Corp. takes pandemic planning seriously and the health and safety of our employees is one of our top concerns. From the start to the end of each day, we strive to make sure our employees, passengers, and visitors are safe from illness. Each of our facilities is equipped with a touchless thermometer and facial recognition system. This allows us to safely monitor each employee's body temperature and facemask compliance while maintaining a safe distance. In the event an employee checks-in with a fever, they are sent home with instructions to see their primary healthcare provider. Personal protective equipment (PPE) is provided for all employees and enforced when distancing is not possible, around passengers, and in smaller, confined spaces or offices.



Every new employee and those returning from leave receive safety training covering the proper use and keeping of PPE, personal hygiene, disinfection tips in accordance with the Center for Disease Control and Prevention (CDC), State guidelines, and any site-specific topics. Office spaces have been reconfigured to provide distance or barriers between workstations so our employees can work and feel safe. Classrooms, conference rooms, break rooms, and other communal spaces now have reduced capacities.

Our offices are thoroughly cleaned and disinfected each day with spot cleanings throughout the day on all of the workstations and communal items such as: copiers, light switches, phones, and doorknobs. We have also invested in electrostatic technology that provides 90-day protection against germs, viruses, and mold living and growing on surfaces. Due to the nature of our business and the constant foot traffic we endure, we apply this technology at least every 30 days in addition to our daily cleaning schedule.



Our vehicles receive a similar cleaning treatment. In addition to a daily cleaning and disinfection, every vehicle is wiped down at the end of the morning route and again at the end of the afternoon route. We also utilize the electrostatic technology in our vehicles with applications every 30 days. While in service the vehicle capacity is reduced and passengers are seated and spaced according to guidelines put out by the CDC, National Association of Pupil Transportation (NAPT), Americans with Disabilities Act, and American Public Transportation Association.

Employees:

- All staff must complete a self-health assessment for symptoms of COVID-19 including temperature check before clocking in per State requirements. Any temperature of 100.4 degrees or higher will be considered as a fever and that employee will be sent home. Trained office staff will be verbally conducting each screening.
- Employees who become ill during the day must go home and follow CDC guidelines before returning.

**Offices:**

- Hand sanitizer is available at each hand scanner or clock-in station
- New signage has been posted for social distance reminders and limitations on room occupancy
- Desks and workstations may have been reconfigured to maximize distance
- When possible, workstations should not be shared. Where this is not possible, employees will need to disinfect the workstation at the beginning and end of their shift.
- Each office, restroom, and communal equipment, like copiers and doorknobs, will be disinfected at least every 24 hours

Personal Protective Equipment:

- All employees will wear a face covering when with other staff or students.
- Operators will be assigned 3-5 cloth face coverings. These masks are washable and will be a required piece of the uniform.
- Monitors will be given a face shield, surgical mask, gloves, and an optional gown.
- Face coverings must be worn at all times while inside any office space (per state requirements)
- Gloves will be provided for all employees.
- Hand sanitizer will be provided for all office staff.
- Bus drivers and monitors will NOT be given personal hand sanitizer to bring on vehicles.
- Students who are physically able are required to wear a face covering while on board.
- Students with a disability which would prevent them from wearing a mask will not be forced to do so.
- Students who do not have a mask will be provided one by the district.

Training and Common Areas:

- Safety training will be provided to all employees prior to returning to service and periodically during refreshers. This training will include updated loading and unloading procedures, proper use and keeping of PPE, personal hygiene, disinfection tips, and social distancing accordance with CDC guidelines.
- Students will be trained and provided periodic reminders on the proper use of PPE and social distancing.

- Occupancy will be limited to a maximum of 50% of normal capacity or where employees can maintain 6-foot social distance (per state requirements).
- Training supplies should not be shared. If supplies must be shared, they must be disinfected before being used by the next trainee.

Vehicles:

- Each vehicle will be cleaned daily. All high contact areas will be disinfected after the AM and again during the daily cleaning.
- Each vehicle will receive a biweekly disinfection using electrostatic technology.
- Vehicle capacity will be limited based on size of vehicle. Passenger spacing per CDC and SED guidelines and will be updated as regulations change.
- When temperatures are above 45 degrees, the windows and roof hatches will be vented to provide circulation in the bus.

Company Staff and Programs**Customer Service Program**

L&M Bus Corp.'s Customer Service/Dispatch Center will always be staffed whenever vehicles are operating for the County of Nassau. Our hours of operations will vary depending on the school(s) schedules, notification to the County of Nassau of such schedules will be provided by the Terminal Manager. Our Terminal Manager and Safety Supervisor will always be on call and available to respond to any service-related emergencies. Our company will always remain in communication with the County of Nassau sharing valuable information to full-fill our goal providing safe, dependable camp transportation to the County of Nassau.

Dedicated Company Staff**Terminal Manager**

Our Terminal Manager will have full authority to make decisions as situations arise within the contract. He/she will also be responsible for working closely with the County of Nassau on all matters concerning students, parents and compliance of all drivers. He/she will also ensure cost and operational efficiency of the service being provided and be knowledgeable in industry software. L&M Bus Corp. prides itself on low management turnover and promoting current staff members' who have shown exceptional leadership skills the opportunity to excel. He/she will be responsible for the entire operation including dispatch, training, safety, and maintenance. He/she will host bi-weekly Manager meetings, in these meetings the managers get to interact, and problem solve with each other based on discussing industry issues and sharing data/intelligence. Our Terminal Manager will also complete the Department of Transportation (DOT) Reasonable Suspicion Training Course.

Trainer

Under the direction of the Terminal Manager and Training Director Mary Byers, L&M Bus Corp. will have one (1) trainer dedicated to this contract and the use of our corporate training staff. The training staff will adhere to all training requirements of the State and the County of Nassau. In addition to mandated training L&M consistently conducts trainings on over all trends that are existing in this market and other markets

where L&M provides service. The trends used to predict future workshops are based on safety related incidents that have occurred throughout our company which could have been avoided by proper training. Our training staff and director attend over twenty (20) hours of training annually to stay fresh on new methods of teaching and any new curriculums available. The Training Department is included in all management meetings, during these meetings the information we gather is then turned into workshops that assist our managers when able.

Safety Supervisor

For the duration of this contract L&M Bus Corp. will utilize our current Safety Supervisor under the direction of the Terminal Manager and our Safety Director Steve Yorkus. The Safety Supervisor will be responsible for monthly road observations on the drivers and monitors, responding to all safety incidents and/or complaints and forwarding his findings to the Terminal Manager and training staff. The Safety Supervisor will also assist the County of Nassau with review of bus stops to ensure that the stop is safe, along with providing observations, evaluations for conformance with all laws and regulations. Monthly road observations help our company by providing data both good and bad about the employee's performance behind the wheel as well as dealing with parents and schools. The outcome of these observations results in additional training, discipline, and reward if necessary. Our culture is to not only discipline drivers that don't follow company policy but reward drivers that do.

Dedicated Dispatcher

L&M Bus Corp. will have one (1) Dispatch Manager assigned to this contract based on the amount awarded and contract specifications. The Dispatcher under the supervision of the Terminal Manager will be responsible to manage the day to day routes. The Dispatcher will be provided with manuals outlining the policy and procedures of L&M and the County of Nassau. L&M Bus Corp. hires and trains Dispatchers to be problem solvers attacking and resolving issues when they are small avoiding service interruptions whenever possible. L&M utilizes a Vehicle Tracking System this system is a valuable aid drastically improving our customer service by providing parents and the County of Nassau with live accurate information without driver distraction.

Driver and Attendant Hiring, Training and Retraining Process

Our drivers and monitors know the importance of, and are eager to receive critical, up-to-date safety information and guidance about managing school children. To meet the challenge of providing our children with an even higher degree of safety, we employ school bus drivers of good moral character who are subject to extensive criminal history background checks as well as random drug and alcohol testing. Our drivers are skilled defensive drivers trained to avoid an accident in today's traffic environment. Emergencies, such as mechanical breakdowns or children becoming ill on the vehicle, are taken seriously and are prepared for accordingly.

Driver Personnel

L&M Bus Corp. will hire the driver personnel necessary for the performance of this Contract. We offer benefits that are currently not offered by existing companies such as matching the pay of drivers currently working in this market, higher starting wages, personal days, holidays and paid snow days. We have found

L&M BUS CORP.

3167 Atlantic Ave., Brooklyn, New York 11208

(O) 516 · 507-2827

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that the retention of good drivers and monitors is critical to the execution of service and operations, and we will maintain a strong working relationship with our employees. We will hire our personnel by utilizing various methods to find the best possible candidates. The ability to staff these employees is an invaluable asset to meeting our goals. We understand that recruiting high quality personnel is important to ensuring the successful execution of our contract and commitment to safety. We advertise utilizing different methods to find the strongest candidates, including ads in regional and local newspapers, social media, print ads at driver training programs, and employee referrals.

L&M Bus Corp. has a very successful training program for drivers that are new to the industry.

Total Transportation Corp.	Current Employees
School Bus Drivers	1,391
Omnibus (Paratransit)	665
School Bus Attendants/Monitors	900

Driver Selection Procedures

L&M Bus Corp. will employ drivers with experience in and are familiar with the County of Nassau. We have been successful in other markets retaining drivers familiar with the market awarded. We make sure to match wages and benefits, allowing drivers to maintain the lifestyle they currently enjoy. If needed, signing and retention bonuses will be offered to new employees. For applicants, new or existing to the industry, training and retraining is an integral part of our success in keeping our staff working at optimal performance.

L&M has an extensive training program for drivers and monitors new to the industry. This training program consists of both classroom and behind the wheel training. Upon successful completion of training and all necessary background requirements (State and County) have been fulfilled, new candidates are first placed on a vehicle with senior staff as an observant. When the senior driver feels that the applicant is ready, he or she then begins to operate the vehicle with the senior driver as the observer. Although there is a minimum of 3 weeks required in most cases, the candidate at times may require additional time before operating any vehicle alone. Due to the sensitivity of the clientele that we transport, all candidates must successfully pass a driving and written test administered by our company.

In our endeavor to maintain high quality of service and commitment to safety, we have stringent, thorough and effective hiring, training and retraining procedures. To monitor and implement this, L&M Bus Corp. will employ our own Training Coordinators, to be determined at award.

Upon submitting a resume and application for hire, the Human Resources Department conducts a background check via references. If hired, an employee is given copies of the company's Employee Manual, and the company's Drug & Alcohol Testing Policy. **(See attached Drug and Alcohol Policy/Employee Manual/Affirmative Action Plan)**. All employees are required, within the first week of employment, to watch a Sensitivity/Sexual Harassment Video. Management attends an additional Drug and Alcohol Training annually.

Once all the requirements are met, candidates are then scheduled to attend a training class and are given an orientation package which includes an introduction to the company and a synopsis of their job requirements.

Before becoming a school bus driver, all driver candidates must meet the following requirements for Hiring and Training and keep these credentials current throughout employment:

- Be twenty-one (21) years of age and have a valid New York State Driver's License.
- Have an OOS Abstract if they have a license in another State within the previous three (3) years.
- Apply for a commercial driver's license (CDL) including Class B with P&S endorsements for driving a big bus and Class C with P endorsements and N1 Registration for driving a small bus. Study for the knowledge tests required for this license. The knowledge tests cover the laws, regulations, and safe driving practices.
- Complete NYS 19A application.
- Comply with Vehicle and Traffic Laws and Section 156.3 of the Regulations of the Commissioner of Education.
- Three (3) Letters of Reference, once received the driver will be added to NYS DMV roster and within 30 days they will receive a 19-A Qualification Letter.
- Provide a NYS Driver Abstract dated within thirty (30) days of hire and then annually.
- Have an acceptable driving record, candidate must not have exceeded eight (8) points, convictions, moving violations, and at-fault accidents threshold within a two (2) year period.
- Must be of the highest moral character, patient and have familiarity on handling children with handicapping conditions.
- Get a comprehensive physical examination upon hire and then yearly according to the state or federal standards including a Mantoux Skin Test.
- Obtain two (2) sets of fingerprints, one for a state police criminal record check and one for an FBI criminal record check. The company will also conduct reference checks with previous employers and personal references.
- Must be cleared through State Central Registry.
- Undergo a motor vehicle record check. The applicant must also have his/her name checked against the New York Sex Offender Registry.
- Submit to pre-employment urinalysis drug/alcohol testing in accordance with state testing regulations and agree to random drug and alcohol tests. To gain and continue employment negative results for drug/alcohol testing is required.
- Pass a written test within sixty (60) days of hire. After passing the knowledge tests, begin training for the skills tests. The three-skills test cover inspection of the vehicle, special maneuvers on a closed course, and a road test. It takes an average of forty (40) hours of training to master the skills in a school bus.
- Pass Defensive Driving Test within thirty (30) days of hire and a Behind the Wheel Road Test within sixty (60) days of hire, then annually. After mastering the driving skills, begin school bus training. A minimum of ten hours is required on such subjects as safe loading and unloading, railroad crossings, emergency procedures, and student management.
- Take the tests with a motor vehicles inspector, NYS ED Approved Pre-Service Course, this includes three (3) hours of training and one (1) hour of transporting children with disabilities.
- Completion of any Company and/or County/TMC specialized training programs and or meetings, covering but not limited to, student behavior modification, Crisis Prevention Intervention (CPI), Suspected Child Abuse, the specific needs of special education students, and information on the standards of service the County of Nassau has for its transportation program.
- Completion of 2 hours of School Bus Safety practices and 2 hours of Special Needs training during the first year of employment.

- Complete a Physical Performance Test upon hire and then annually.
- Complete our Company Orientation Class, required four (4) hour training.
- Completion of Company Spring and Fall Refresher Trainings, two (2) hours bi-annually, including understanding and attention to special needs children.
- After passing all tests and record checks, receive a CDL with P and S (school) endorsements.
- Comply to federal law, and with all laws, rules, and regulations of the State of New York, the State Department of Motor Vehicles, the State Board of Education, the City, State and Local Police Departments.
- Enter Company and/or County/TMC Trainings to learn routes, policies, and additional student management training.
- Speak and write in English with proficiency to communicate effectively and clearly.

All attendant candidates must meet the following requirements for Hiring and Training:

1. Candidates must be 19 years of age;
2. Valid Social Security Card;
3. Fingerprinted in compliance with Local Law 6-1995;
4. 3 Letters of Reference;
5. Candidates must be cleared through the New York State Central Registry, annually
6. Completion of Medical Examination upon hire including Tuberculosis Skin Test (PPD) and then required yearly;
7. Completion of NYS ED Pre-Service Course which includes 3 hours of training, and 1 hour of transporting children with disabilities;
8. Completion of 2 hours of School Bus Safety practices and 2 hours of Special Needs training during the first year of employment;
9. Completion of NYS ED Approved Basic Training, 10 hours of training;
10. Completion of Physical Performance Test upon hiring and then biannually;
11. Completion of First Aid / Cardio-Pulmonary Resuscitation (CPR) Training, renewing every 2 years;
12. Completion of Spring and Fall Refresher Trainings, 2 hours bi-annually;
13. Attendance to all Company and/or County/TMC Orientations, Meetings and Trainings required

All employees, including re-employed individuals, begin their employment with a three (3) month probationary period. During this three (3) month period of continuous service, employees are given an opportunity to demonstrate their performance capabilities and assess whether their position is suited to them. In addition, their manager can assess if they are appropriately qualified and suited for the position.

L&M Bus Corp. maintains various recognition programs that enable drivers to strive for success. These programs include a semi-annual Safety Bonus and Attendance Bonus. In addition, the Company will annually review performance indicators and recognizes drivers that are in the top of each of these categories. The Company will also hold numerous company events to reward quality personnel.

If awarded this Contract, L&M Bus Corp. will continue our Safety and Attendance Bonus and other recognition programs. In addition, we will implement an Employee of the Month award, based on driver overall performance, issuing a gift card and commendation award.

Company Uniforms

All Operations personnel (including but not limited to Vehicle Operators, Quality Control Personnel, Vehicle Operator training/safety personnel, and Street Supervisors) will be required to wear uniforms at all times while on duty. All uniforms must be clean and pressed and will consist of the following:

- Dark blue pants or skirt, during summer service uniform type (hemmed) shorts may be worn.
- Light blue or white long sleeve shirt, during the summer service short sleeve shirts may be worn. Shirts must be cleaned, pressed, buttoned and neatly "tucked in" while in revenue service.
- Dark blue jacket and appropriate outer garments as required by weather or seasonal conditions. No outerwear with unauthorized patches, pictures or logos of any kind are permitted.
- Photo Identification Badges must be worn at all times and visible to riders.

Safety Programs and Activities

1. Driver Training & Safety Program

L&M Bus Corp. understands that student safety is vital, and it will represent our highest priority in carrying out the work under this Contract. L&M has adopted the same successful safety procedures used by its affiliates. Providing safe reliable service starts with proper training and testing of our drivers and monitors. Total Transportation Corp. uses state of the art computer software designed by our safety staff and built by Track It ®. This program will collect data, analyze incidents, discover trends, and manage on the road observations so individual or group re-training methods can be determined. We believe the discipline of staff also plays a major role in providing safe reliable service. L&M will maintain accurate data to include safety, attendance, timeliness, and overall performance of the staff which allows us to discipline as necessary and more importantly award staff with excellent records.

Vehicle Safety Features

a) On Board Video Recording System

L&M Bus Corp. uses TrackCam, a state-of-the-art high resolution audio and video recording systems in each vehicle. TrackCam has an SSD Hard Drive capable of holding multiple weeks of events and ensures that all events are captured and transferred instantly for review. L&M will not only share the requested video with the County of Nassau but finds that each situation can be a learning experience to all of our drivers in hopes of reducing future reoccurrences. Each bus L&M operates will have a minimum of three (3) cameras, one (1) recording the drivers view, one (1) recording front to back and one (1) recording back to front. The drivers view camera has been used to review accidents and as another training tool.

The logo for TrackCam features the word "TrackCam" in a bold, black, sans-serif font. Above the letter "a" in "Cam", there is a small graphic of a stylized bus or vehicle with motion lines, suggesting speed and tracking.

Monitor – Record – Report

• Reduce Risky Driving



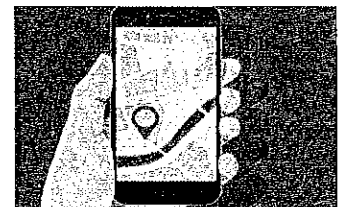
• Protect Your Students



• Added Security and bullying deterrent

b) GSP System

L&M Bus Corp. is currently contracted with Silent Passenger, a leader in the transportation automatic vehicle location and data industry. Each L&M bus is equipped with a Silent Passenger, sending our dispatchers vehicle information that is updated every five (5) seconds. Each Department of L&M uses this system to improve our customer service and training. Dispatchers can locate a vehicle and give a parent an estimated time of arrival without distracting the driver by contacting them. Our Safety Department receives alerts of buses traveling at excess speeds, or vehicles operating erratically. With this data, we're able to correct unsafe situations in real time, as well as use it to retrain and discipline our drivers. Our Maintenance Department relies on the mileage reporting to ensure necessary preventative maintenance parameters are not exceeded. The information that this system provides us has proven valuable to increasing our level of safe, reliable transportation.

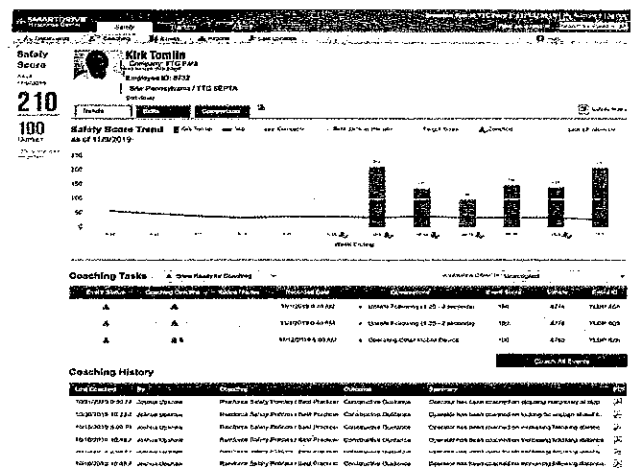
**c) Safety Management System**

L&M Bus Corp. uses a state-of-the-art high definition video recording system in each vehicle to capture safety related incidences.



SmartDrive® records safety-related events for later review and training with the Operator Development/Safety Manager. The SmartDrive system focuses on reducing major collisions and correcting unsafe acts. By reviewing these events with the Operator, we can modify erratic driving behavior and decrease the frequency and severity of collisions and related bodily injuries. SmartDrive recordings also provide unbiased evidence to determine fault and expose fraudulent insurance claims resulting in reduced claims and litigation costs.

The SmartRecorder™ records an event as seen by the camera(s) and then the video is automatically uploaded with no additional work the local team. Recording time is typically limited to 20 seconds. Once triggered by an event, this event is wirelessly uploaded to the secure SmartDrive Response Center where



only authorized managers have access. These events show what occurred during the event, like how video is used by sports teams and athletes to continually improve their performance and will be an important training tool.



d) Child Checkmate System

All L&M Bus Corp. vehicles are equipped with the Child Checkmate System, EP1 Plus regardless of contract specifications. L&M is very cognizant of the dangers involved in children being left of school buses and the catastrophic events that have happened as a result. Installing devices such as Child Checkmate System is an additional layer of protection for the children, we deem this standard necessary in every school bus we put on the road.



e) Radio Communication System

L&M Bus Corp. uses a state-of-the-art digital communication system powered by Motorola.



2. Driver and Attendant Training

Driver training will conform to all requirements specified by the County of Nassau, New York State Public Service Commission, Department of Recreation, the Federal Department of Transportation, State Department of Education and State Department of Motor Vehicle regulations and state laws, as directed in the Request for BID (RFB). Our drivers will be fully prepared to drive safely, and they exhibit those safe driving practices as a result of our comprehensive, in-house training and retraining program.



Evacuation/Emergency drills are held three times during the year for all students.

School Bus Passenger Safety Manuals will be handed out to each student and/or parent with in the first week of school. Safety is a top priority at L&M Bus Corp.

Drivers are continually retrained in proper procedures. Bonuses are provided semi-annually for all drivers after their probationary period if they have had no accidents or incidents for the period.

L&M Bus Corp. utilizes Safety Supervisors/19-A Certified Instructor, who are retired law enforcement agents, to conduct random evaluations of all drivers to ensure proper conduct on the road, care of the children, and enforcement of all regulatory laws, as well as L&M policies and procedures.

In addition, L&M Bus Corp. follows drug and alcohol testing policies on the following occasions: pre-employment, post-accident, random and reasonable suspicion.

Accident Record Analysis – L&M Bus Corp. maintains an Accident Review Board to determine if accidents are chargeable. Any driver that has a chargeable accident attends a disciplinary union hearing and training session to refresh their driving skills and ensure that the driver understands and complies with all applicable laws and regulations. This training session focuses on defensive driving and reviews the accident situation to prevent future occurrences. L&M Bus Corp. also utilizes our GPS Technology to analyze driver behavior behind the wheel and have created algorithm to score drivers behaviors and alert us to driving habits that are a safety concern. Our goal using this technology is to retrain and correct any safety concerns that may cause an accident.

Sensitivity Training

Sensitivity training is an integral part of our overall training program. It is paramount for our drivers and monitors to understand the importance that all children are unique, display a wide spectrum of characteristics and behaviors, and that some attitudes and preconceptions about their abilities are not always correct. Our focus is to ensure that our employees are given training on special needs and sensitivities during their onboarding training and continuing refreshers each year. During this time, it's imperative that our employees have the opportunity to have hands-on simulation experience with these impairments. Our sensitivity exercises include ear plugs (simulating deafness, hard of hearing), goggles with lenses obscured by a crayon (simulating visual impairment), work gloves and scissors (simulating orthopedic impairments), jumbled poems (simulating dyslexia), etc. Our program includes the exercises above, discussions, and videos on Physical (Orthopedic Impairments; Deafness or Hearing Impairment; Blindness or Visual Impairment; Epilepsy; Medically Fragile; ADD/ADHA), Mental (Autism; Learning Disabilities; Speech or Language Impairments; Intellectual Disabilities), and Emotional Disabilities. All employees are encouraged to participate to enable them to have a better understanding of the frustrations and emotional chaos our children may encounter. Also, all employees learn the proper securement procedures for wheelchairs to ensure a more comfortable and confident school bus ride.

Defensive Driver Training

At L&M Bus Corp., we utilize the National Safety Council Defensive Driving Program, this program's eight (8) hour curriculum is designed to improve driver awareness using real-life scenarios and hazards and motivates drivers to change their driving behaviors and habits to avoid collisions and traffic violations. This training is provided during new-hire training, post-accident retraining, and annual refreshers.

Refresher Training

Drivers will receive a minimum of eight (8) hours of in-service retraining annually, consisting of classroom and behind-the wheel training. This eight (8) hours of retraining will be scheduled at bi-monthly intervals throughout the entire school year. On top of the minimum eight (8) hours our drivers and monitors receive

additional company training based on company and industry trends. Our corporate and local training team discuss industry issues and create curriculums monthly. Instruction will include topics covered during the initial training, and each session will include discussion on loading and unloading procedures, and undeliverable student procedures.

To ensure that our training is all encompassing, we have an adequate staff of School Bus Instructor Coordinators. These bi-monthly refreshers are two (2) hours in duration. The topics are recommended by Company as well as industry trends, deal with the specific needs of the children and are of value to drivers and monitors in the performance of their jobs. This training provides an ample opportunity for them to hone their skills and for the company to ensure that they understand and comply with all rules and regulations.

These intensive training sessions may include information on customer and passenger sensitivity, defensive driving, industry news and updates on the latest equipment being utilized in our buses, as well as providing a refresher on all topics associated with driving a passenger vehicle. Our monitors also receive training in First Aid and CPR whenever a new or changed procedure is instituted by the American Red Cross and/or at the time their individual certifications are due for renewal. If the training department, after any or all of the individual training sessions are complete, believes that an individual needs additional assistance and guidance, they are scheduled for additional training as necessary.

L&M Bus Corp. provides Monthly Safety Training Meetings for all employees. This training will cover defensive driving, passenger sensitivity and assistance, as well as required OSHA Trainings.

Accident Retraining

Our Training Coordinators receive accident reports shortly after occurrence. The reports are reviewed, and an interview is conducted with the driver to effectively determine the cause of the accident. The Trainer coordinates a training session that is tailored to the specific needs of the driver who was involved in the accident. These sessions are a minimum of two (2) hours, or longer depending on the severity of the accident. The trainer will review with the driver the Smith System of avoiding accidents to ensure that the drivers utilize defensive driving techniques.

The drivers watch videos that pertain to the specific contributing factors. If deemed necessary, the driver may be taken out on the road for additional instruction and/or given a road test by a School Bus Instructor. Total Transportation Corp. uses the guidelines of the National Safety Council to rate accident preventability and to retrain drivers with repeat occurrences. Our Supervisors participate in their web-based training courses, and we have a subscription to receive monthly newsletters and training materials.

Transition Capabilities

L&M Bus Corp. is mobilized and ready to service Nassau County. L&M is prepared to acquire the vehicles, drivers, monitors and all necessary support staff to ensure the safe and successful operation of transportation service. We are fully equipped to deal with emergency-based work and are experienced at the mobilization of a contract in a short period of time. It is our team's vast experience, research of the area, the District's needs, and hiring the best locally qualified candidate's makes us outstanding, at what we do. As stated earlier, in 2012 we mobilized in a three (3) week time frame to take over 175 Pre-K routes for the NYC Department of Education. In 2014, the City of New York was faced with the fall of their largest school bus provider Atlantic Express. TTC was able to assume 154 routes, secure buses and facilities, and have the

buses on the road with in a two (2) week period. In 2015, we started our contract with the City of Philadelphia School District, successfully transitioning 140 school bus routes from Durham School Services. This is just a snapshot of our emergency work, due to our reputation of emergency start-ups. As you can see from our time-line of page 8 and 9 of this proposal, we also added additional emergency contracts in February 2016, March 2017, August 2018, March 2019 and August of 2020 all of which commenced in less than two (2) weeks.

We believe our experience and the ability of our team's quick thinking and expertise that has helped us meet the needs of our clients even in a short time frame. We are confident that our transition capabilities will exceed the expectations of the County of Nassau. L&M has all the necessary resources to secure the vehicles for the transportation of children under this Contract. All vehicles will meet the requirements of the U.S. Code of Federal Regulations and the State of New York Vehicle and Traffic Law.

III. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR

Garage

L&M Bus Corp. will lease a property at 200 Winding Road, Old Bethpage, NY. This site provides plenty of parking to meet the needs of this proposal. This 100,000 square foot location will provide plenty of parking to meet the need of this proposal as well as provides space for all dispatch, clerical, managerial, training, supervisory, and light maintenance as well as an employee lounge. This facility is in close proximity to our maintenance shop and geographically correct for the zones that we are bidding.





L&M Bus Corp. will purchase vehicles for this contract, see attached vehicle letter.

Preventative Maintenance

1. Preventive Maintenance and Inspection

L&M Bus Corp. puts preventative maintenance and inspection at the forefront of our safety and maintenance policies. We meet or exceed DOT, manufacturer, and County of Nassau safety guidelines for preventive maintenance as well as ensure all warranty reviews and inspections are completed to ensure that we meet or exceed all recommendations. As manufacturer recommendations for new vehicle service intervals increases, L&M still maintains our standard service interval of 3,000 miles or thirty (30) days. Tailoring the preventive maintenance programs to each vehicle ensures that the requirements for differing vehicle types are met. Maintenance files are kept for all vehicles, itemizing warranty and other repairs by vehicle. All Total Transportation Corp. shops utilize maintenance management software to track mileage, vehicle history, and send alerts when mileage or time parameters are near. The files are maintained on a computerized maintenance record system. This system helps monitor trends in mechanical failures and repair needs and helps reduce running repairs and road failures.

L&M Bus Corp. follows a detailed and strict schedule to ensure rapid turn-around times to minimize fleet down time and ensure the maximum number of vehicles are available for service at all times. At monthly manager meetings, the Maintenance Manager reports on the ongoing status of his department. He advises the team on completed preventive maintenance, daily vehicle inspections addressed or carried over, interior and exterior cleaning efforts, road calls, and vehicle tows.

See attached Preventative Maintenance Plan, includes sample DVIR Report.

2. Daily Vehicle Inspections

Vehicles are maintained in service-ready condition. They are clean, mechanically safe, reliable, and all accessories are operable. The drivers conduct pre-trip and post-trip inspections of the vehicles daily. The inspection includes exterior checks, interior checks, brake system checks, and wheelchair lift cycling.

More specifically, the driver completes a Daily Driver's Vehicle Condition Report requiring the following inspections:

Heating or air-conditioning systems;	Brake system
Oil, other fluids;	Wheelchair lifts (cycled daily)
Fuel;	Tires and wheels;
Hoses and belts;	Exhaust systems;
Seats, wheel-chair positions, tie downs;	Mirrors;
Lights;	Glass;
Doors;	Horn;
Windshield wipers and washer system;	Body damage;
Emergency equipment.	

The drivers are required to report any defects prior to driving the vehicles. Drivers are not allowed to operate any vehicle with a safety-related defect. If any safety-related defect is found, the driver will be assigned a new vehicle. When defects are noted, a Driver Vehicle Report is submitted to maintenance and the vehicles are routed to maintenance for repairs. Shop Foremen complete AM and PM down lists to track vehicles that need repairs or maintenance.

These logs help track the vehicles and the turn-around time to minimize down time and ensure that the vehicles are repaired in a timely manner. Once repairs are done, vehicles are inspected and put back into service, and a repair order is completed. This repair order updates the maintenance system which tracks the individual vehicle's repair history. All the Driver's Vehicle Condition Reports are stored in the Maintenance Department as part of the vehicle's permanent history once the defect is corrected.

Upon the completion of daily service and fleet pull-in to the facility, the drivers review the vehicles for damage, mechanical defects, the mileage, and to confirm if the vehicles need to be routed to maintenance for scheduled repair or preventive maintenance. Once the check is complete, the vehicles are fueled. At this time, fuelers perform an additional check of the vehicles and complete a log to confirm that the vehicles' exterior lights, lug nuts, fire extinguishers, Q-strains, and wheelchair lift bars are all in working order and stowed properly. If any defect is noted on the vehicles or if scheduled repair or preventive maintenance is required, the vehicles are routed to maintenance once fueling and sweeping is complete. This post-trip inspection is the first step in preventing major mechanical failures.

3. Recordkeeping

L&M BUS CORP.

3167 Atlantic Ave., Brooklyn, New York 11208

(O) 516 · 507-2827

(F) 516 · 620 · 3122

L&M Bus Corp. maintains an extensive computerized record keeping system, Collective Data, as well as a hard copy back-up system. Collective Data™ is hosted by World Information Systems to record all vehicle maintenance-related functions.

Through the use of Collective Data™, we are able to record all parts purchased, labor, and mileage. Collective Data™ also offers L&M the ability to schedule PMI inspections and track vehicle repairs. All vehicles are tracked individually and chronologically for their lifetimes.

Every aspect of a vehicle's maintenance history is recorded including registration, insurance, state inspection certificates, warranty cards, vendor information, daily inspection sheets, preventive maintenance inspection forms, scheduled repair requests, repair orders, warranty work, recall compliance documents, and outside repair orders. L&M shares this vehicle history information with all of our maintenance facilities so that similar type vehicles are checked for the defect across our entire fleet.

This system highlights recurring work done on one vehicle or many vehicles. This allows the maintenance team to isolate problems recurring in vehicle types or in individual vehicles. This system aids L&M Bus Corp. in reducing road failures by resolving problems before they become a major issue.

The Collective Data™ system assists the maintenance office in vehicle scheduling, giving advanced warning when a vehicle is due for inspection or routine maintenance. It assists in tracking parts inventory and can be adjusted to trend parts needed for cold and warm weather operations.

The Collective Data™ system allows for the monitoring of:

- Service levels
- Maintenance cost per mile
- Inspection and repair activity
- Vehicle Mileage
- Inventory
- Fuel/oil report
- Warranty
- Vehicles out of service
- Labor hours and cost
- Road calls
- Personnel Hours
- Training Certificates
- Expiration of Personnel Certifications

4. Road Failures

L&M Bus Corp. understands the importance of maintaining a low failure rate. Achieving this goal is possible due to L&M's comprehensive preventive maintenance procedures outlined herein, and our close attention to driver defect notifications, repairing small issues before they reach the point of failure.

L&M's maintenance management software gives us the ability to be proactive by noticing vehicle issues that happen in other shops and in forming campaigns to ensure that similar vehicles assigned to this contract are inspected so the same issues are avoided. In the event of a road failure, the drivers radio dispatch and report their location, trip status, and nature of the problem. Dispatch notifies the Shop Foreman who will then determine if a road call is necessary and will respond with a mechanic or tow truck as applicable. If students are on board during the road failure, our dispatchers then use GPS locating the closest vehicle available to assist in shortening the delay of the student's trip. Dispatchers also notify our safety supervisor and a determination is made based on location, time of day, and weather if additional safety measures are needed. Our experienced maintenance manager will oversee a qualified maintenance staff who will have the knowledge, and experience necessary to keep our fleet running at optimal performance.

5. Major Inspections

L&M Bus Corp. does maintain an extensive preventive maintenance program based on progressive mileage, days, operating conditions, manufacturer recommendations, and state DOT requirements. As manufacturer recommendation for new vehicle service intervals increase L&M Bus Corp. still maintains our standard service interval of 3,000 miles or thirty (30) days. L&M's maintenance management software tracks mileage and time intervals alerting us when services are approaching. Since each level of inspection type requires additional time to complete, the maintenance office ensures that workload is efficiently balanced and scheduled among personnel. Inspection and Preventive Maintenance Checklists are utilized throughout the process and ensure that wear conditions are monitored, and repairs are completed before they constitute a safety defect.

L&M Bus Corp. uses the following guidelines:

Inspection Type	Performed
A	Every 3,000 miles or 30 days
B	Every 6 months
C	Every 24 months or 30,000 miles
Random	Periodically

In addition, the Shop Foreman will review the Preventive Maintenance Inspection Reports and defect sheets once work has been completed. This helps ensure quality control in the maintenance process by reviewing the work prior to releasing vehicles back into service.

6. Wheelchair Lift Inspections

L&M Bus Corp. cycles wheelchair lifts daily during the pre-trip inspections. This is important in ensuring the safety of the passengers. We will maintain our vigilance to ensure quality. L&M utilizes the following checklist to evaluate lifts during all Preventive Maintenance inspections.

- Check Tower Adjustment
- Inspect Lift Tite Latches. Make sure they line up with rollers on platform.
- Inspect upper wedge bumpers
- Inspect roll-stop latch bumper
- Inspect control box, clip, switches and harness. Replace if worn, cut or broken
- Inspect roll-stop and roll-stop latch for bent or cracked parts and operation
- Check platform angle. Adjust if necessary
- Check micro switch adjustment
- Check pressure switch adjustment. The platform should not fold with a weight of seventy-five (75) pounds on the center of the platform. Readjust if necessary. An empty platform should not hesitate while folding. Adjust if necessary.
- Inspect all four plastic pinch covers. Replace if cracked or missing.
- Inspect roll-stop cylinder hose where it runs down the vertical arm. Replace if there are signs of wear or cuts in hose.

- Inspect the two gas springs that operate the inboard barrier on IB lifts. Replace both springs if one is broken or missing
- Check for any hydraulic leaks on the two (2) main cylinders, roll-stop cylinder and pump module
- Inspect parallel arm bushings at tower pins. Reinstall or replace if needed
- Check to make sure the hand pump valve is tight
- Lubricate all pivot points with light oil
- Touch up any cracked or chipped powder coating with touch-up paint

DOT Passing Rate

L&M Bus Corp. uses the DOT inspections as a major indicator of safety and quality of our fleet. Senior management analyzes each maintenance facilities Bus Net Profile and uses such profile as part of an evaluation of the facilities management and staff. Total Transportation Corp. expects each facilities DOT Passing Rate to exceed ninety percent (90%), when this benchmark is not met the Maintenance Manager must submit a corrective action plan within five (5) days. Senior Management will then review the corrective action plan, make changes if necessary and closely monitor the future inspections of this facility. DOT inspections play a major role in our as we strive to provide safe reliable transportation to the those we serve.

***Please see attached NYS DOT Bus Net Profile in appendix.**

Mechanic Manpower Allotment

Upon hire, all mechanics and servicemen are trained in all safety and general procedures. The maintenance team is continually informed of new procedures in weekly meetings. L&M Bus Corp's maintenance staff will be allocated at an approximate personnel-to-vehicle ratio of 1:15.

Mechanic Experience

The maintenance staff is divided into classifications based on their experience. All mechanics performing work under this contract will be ASE Certified. They are Foreman/Lead Mechanic, and "A", "B", and "C" Mechanic. The qualifications and experience requirements for each classification are as follows:



1. The Foreman/Lead is responsible for running the shift he/she is assigned to under the direction of the maintenance manager. The foreman must be able to work independently, diagnose needed repairs if necessary, work with and guide the mechanics, communicate with dispatch to handle road calls, be computer literate and keep the maintenance manager fully apprised of what happens on his shift.
2. Class "A" Mechanics must be able to: Work independently without supervision from the foreman. Diagnosis, repair, rebuild, or replace engines, transmissions, fuel systems, steering, brakes, heat and A/C systems, suspension systems, electrical systems, prepare a vehicle for inspection, perform road calls, assist other mechanics when needed, and operate the shop in the foreman's absence.

3. Class "B" Mechanics must be able to: Work independently, diagnosis, repair or replace engines, transmissions, fuel systems, steering, brakes, heat and A/C systems, suspension systems, electrical systems, prepare a vehicle for inspection, perform road calls, and assist other mechanics when needed.
4. Class "C" Mechanics must be able to: Work under the direct supervision of the shop foreman or senior class mechanic, assist in the repair or replacing of engines, transmissions, fuel systems, steering, brakes, heat and A/C systems, suspension systems, electrical systems, perform all levels of PM inspections, help prepare a vehicle for inspection, perform limited road calls, and assist other mechanics when needed.
5. Yard Workers – Yard workers pre-start the vehicles during the winter, assist the drivers pulling out in the morning, and ensure the vehicles are parked properly at night. They inspect the interiors for cleanliness, note any visible defects, and work with the shop to cycle vehicles in and out for maintenance. They fuel, wash, and check the fluids under the hood.

IV. APPENDIX

INSURANCE ACCORD
VEHICLE LETTER
RFP FORMS & PRICING
DOT BUS NET PROFILES
AFFIDAVIT OF COMPLIANCE/19-A
REFERENCE LETTERS
DRUG AND ALCOHOL POLICY
EMPLOYEE MANUAL
PREVENTATIVE MAINTENANCE PLAN
SYSTEM SAFETY PROGRAM PLAN
AFFIRMATIVE ACTION PLAN

Client#: 356344

TOTALTRANS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Katherine Kennedy PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kkennedy@connerstrong.com	
INSURED L&M Bus Corp. 3167 Atlantic Avenue Brooklyn, NY 11208		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: Interstate Fire & Casualty Company INSURER C: Underwriters at Lloyd's INSURER D: Everest Premier Insurance Company INSURER E: INSURER F:	NAIC # 10120 22829 32727 16045

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		RM5GL00050201	12/31/2020	12/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		RM5CA00044211	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		USZ00031120	09/01/2020	12/31/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$18,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	RM5WC00075201	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Sexual Abuse/ Molestation		MR205097	09/09/2020	09/09/2021	\$1,000,000 Per Claim 1,000,000 Aggregate

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

Additional Excess Liability:

\$5,000,000 excess of \$5,000,000: Lloyd's of London policy period 12/31/2019 - 12/31/2022

RE: Bid #93927-04221-053

Coverage to be placed at time of RFP award.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

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

W. Michael Fitzgerald

DESCRIPTIONS (Continued from Page 1)

County of Nassau is an additional insured as respects the General Liability where required by written contract.

ACORD™

Client#: 356344

TOTALTRANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2021

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PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220	CONTACT NAME: Katherine Kennedy
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kkennedy@connerstrong.com
INSURED L&M Bus Corp. 3167 Atlantic Avenue Brooklyn, NY 11208	INSURER(S) AFFORDING COVERAGE
	INSURER A : Everest Premier Insurance Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						\$
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RM5WC00075201	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$1,000,000
	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

CANCELLATION

Evidence of Insurance

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

W. Michael Tripp

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135 Haven Avenue
Port Washington, NY 11050
T (516) 767-2700
F (516) 767-2703

April 19, 2021

Mr. Agostino Vona
L&M Bus Corp.

RE: New 2020/2021 Blue Bird Mirco School Buses, for the County of Nassau Request for Bids.

Dear Mr. Vona,

Please be advised that Bird Bus Sales (BBS) can deliver New State of the Art School Buses for the above captioned to you in a timely fashion. We can have New Blue Bird Buses being made ready for you and your organization. BBS has the approval you have supplied for financing and commitment from Blue Bird Bus Manufacturing on file.

BBS will have these buses built with your company specific specs that meet and exceed Federal and NYS DOT requirements. Vehicles will be transported, prepped for delivery, lettered, and delivered by August 16th 2021.

As always, thank you for the confidence you place in myself and my company.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Reichenbach", written in a cursive style.

Rick Reichenbach
President

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
93927-04221-053

Dated: 3/25/21

BID OPENING DATE
04/22/21
11:00 A.M. E.D.S.T.

BUYER
Anette Sullivan

TELEPHONE
516 571 6103

REQUISITION NUMBER
OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Nassau County Preschool Transportation

APR 22 2021

- 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:
Various location for
NC Health Dept.

GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
20-0292288

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER L&M Bus Corp.

ADDRESS 320 Nassau Blvd

CITY Garden City

STATE NY

ZIP CODE 11530

TELEPHONE (516) 528-3204

SIGNATURE OF AUTHORIZED INDIVIDUAL
/Todd Farber

PRINT OR TYPE NAME OF SIGNER AND TITLE
Todd Farber / Chief Operating 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 IMPOSED 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 (Federal-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 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: L&M Bus Corp.

Address: 320 Nassau Boulevard Garden City NY 11530

Telephone No: (516) 528-3204

Fax No: (516) 620-3122

1. State Whether: A Corporation L&M Bus Corp is 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.

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BIDDER

/Todd Farber

Chief Operating Officer

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: L&M Bus Corp.

ADDRESS: 320 Nassau Boulevard Garden City NY 11530

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

Agostino Vona - President

VICE PRESIDENT

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? 2016

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 20 Years

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? Transportation

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
Agostino Vona - President		20	Transportation	20

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

We are familiar with the work, as we have submitted three (3) times previously.

At Total Transportation Corp./MAT Bus Corp. we continue to follow the local trends regarding labor and expense in the area.

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Chief Operating Officer

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

Todd Farber / Chief Operating Officer

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: NYC Department of Education, Pre-K

ADDRESS: 44-36 Vernon Blvd. LIC, NY 11101

TELEPHONE: (718) 707-4363 CONTACT PERSON Lisa D' Amato

CONTRACT DATE: 9/01/12 - 6/30/23

2. REFERENCE'S NAME: NYC Department of Education Gen'l/Special Education K-12

ADDRESS: 44-36 Vernon Blvd. LIC, NY 11101

TELEPHONE: (718) 707-4363 CONTACT PERSON Everett Parker

CONTRACT DATE: 9/01/13 - 6/30/23

3. REFERENCE'S NAME: Dutchess County Department of Behavioral & Community Health, Pre-K

ADDRESS: 85 Civic Center Plaza, Suite 106 Poughkeepsie, NY 12601

TELEPHONE: (845) 486-2759 CONTACT PERSON Janine Fitzmaurice

CONTRACT DATE: 7/01/16 - 6/30/25

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Chief Operating Officer

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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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.

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Chief Operating Officer

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IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:



By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR



I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: March 25, 2021.



/Todd Farber

(Signature of Bidder)

Print Name: Todd Farber

Print Title: Chief Operating Officer

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/Todd Farber

Chief Operating Officer

TITLE

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, upgradings, 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, upgradings, 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.

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Chief Operating Officer

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**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
93927-04221-053**

(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,

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Chief Operating Officer

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**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
93927-04221-053**

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 (I) of these rules.

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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.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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/Todd Farber

Chief Operating Officer

TITLE

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.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

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

BIDDER SIGN HERE

BIDDER

/Todd Farber

Chief Operating Officer

TITLE

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

Vendors Must Upload Disclosure Forms In the Vendor Portal (Link Above) Prior to Bid Opening.

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

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BIDDER

/Todd Farber

Chief Operating Officer

TITLE

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All 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 Ordinance # 72-2014.

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BIDDER SIGN HERE

BIDDER

/Todd Farber

Chief Operating Officer

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93927-04221-053

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 **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.

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 (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional two (2) 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.

Todd Farber

March 25, 2021.

Claimant Name

Date

/Todd Farber

Chief Operating Officer

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>

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/Todd Farber

Chief Operating Officer

BIDDER

TITLE

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.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

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.

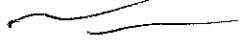
Except as otherwise specified, all contract requirements will be performed at the site as required.

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.

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

BIDDER SIGN HERE		/Todd Farber	Chief Operating Officer
	BIDDER		TITLE

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 is 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.

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 foregoing 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.

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

BIDDER SIGN HERE

BIDDER

Todd Farber

Chief Operating Officer

TITLE

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 25th day of March, 20 21 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: L&M Bus Corp.

Address: 320 Nassau Blvd

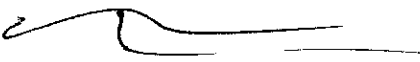
Street: _____

City, Town, etc: Garden City, NY 11530

Telephone: (516) 528-3204 Title: Chief Operating Officer

If applicable, responsible Corporate Officer

Name Todd Farber Title Chief Operating Officer

Signature:  /Todd Farber

Sign Here

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

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

BIDDER SIGN HERE

BIDDER

/Todd Farber

Chief Operating Officer

TITLE

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 placed 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.

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

BIDDER SIGN HERE

BIDDER

/Todd Farber

Chief Operating Officer

TITLE

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 is 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

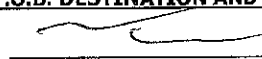
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the 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.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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.

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

BIDDER SIGN HERE


/Todd Farber
BIDDER

Chief Operating Officer
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93927-04221-053

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:

Todd Farber

(Name)

320 Nassau Boulevard Garden City NY 11530

(Address)

(516) 528-3204

(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 L&M Bus Corp has NOT has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment 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 L&M Bus Corp has NOT 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:

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BIDDER

/Todd Farber

Chief Operating Officer

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK


FORMAL SEALED BID PROPOSAL
93927-04221-053

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.

March 25, 2021.

Dated



/Todd Farber

Signature of Chief Executive Officer

Todd Farber

Name of Chief Executive Officer

Sworn to before me this

25 day of March, 2021 he

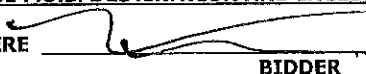


Notary Public

Kelly Calamari
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6326923
Qualified in Nassau County
Commission Expires June 29, 2023

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

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BIDDER

/Todd Farber

Chief Operating Officer

TITLE

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

- a. Awarded. "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"

- b. 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 twenty-five thousand dollars. 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.

- c. 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.

- d. 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.

An employee who does not provide any services contemplated under the County Service Contract In Question

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iii. For 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"

e. 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)

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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. A 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

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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:

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**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
93927-04221-053**

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. Inter-Governmental 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

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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 subrecipients 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"

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IN LIEU OF A PRE BID CONFERENCE, ALL QUESTIONS MUST BE SUBMITTED BY E-MAIL TO THE DEPARTMENT OF PURCHASING ON OR BEFORE FOR APRIL 9, 2021. ALL QUESTIONS WILL BE ANSWERED IN THE FORM OF AN ADDENDUM TO THE BID AND POSTED ON THE BID BOARD.

Period Covered: Shall be for 3 years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional two years, at up to one year options. However, the termination of the Blanket Order may be further extended up to two 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 years, and if the further extension is applied, five years and two months.

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 35 SCHOOLS ON A DAILY BASIS. (THERE ARE APPROXIMATELY 1300 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 9/1/2021 THROUGH 8/31/2024 WITH THE POSSIBILITY OF TWO, ONE YEAR EXTENSIONS. 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. TWO HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO TWO HOURS OF ROUTE TIME PER DAY.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. CHILD, STUDENT IS DEFINED AS ANY CHILD AUTHORIZED BY THE COUNTY TO RECEIVE SERVICES.
14. 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.

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 OF TRANSMITTAL FROM THE COMPANY PROVIDING COVERAGE.

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. THE CONTRACTOR SHALL COMPLY WITH ANY ADDITIONAL RULES AND REGULATIONS BY THE NYSDOH AND OR CDC THAT MAY BE ENACTED DURING A PUBLIC HEALTH EMERGENCY.

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 DESTINATION FACILITY OR HOME). CHECK ALL AREAS OF THE VEHICLE FOR SLEEPING CHILDREN.
- D. DURING THE STATE OF EMERGENCY DUE TO COVID, ALL DRIVERS MUST WEAR FACE COVERINGS AND COMPLETE A DAILY HEALTH ASSESSMENT.

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 BEGINNING 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 PHYSICAL EXAMINATION SHALL BE CONDUCTED WITHIN FOUR WEEKS PRIOR TO THE BEGINNING 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 CONTRACT 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.
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- 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 TMC 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, INCLUDING TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). 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 TWO 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, INCLUDING THE CDC AND NYSDOH.

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 WHICH THEY 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 AND INCLUDE TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). THE MINIMUM AGE OF MONITORS SHALL BE 19 YEARS OLD.
- C. ALL APPROVED MONITORS SHALL START THEIR ASSIGNED ROUTES WITH THE DRIVER 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.
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- E. IN THE EVENT OF ROUTE CHANGES, THE CONTRACTOR WILL BE REQUIRED TO NOTIFY THE 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.
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- 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 NAME, ROUTE# (A.M. & P.M.) ADDRESS ETC. ROUTE LIST SHOWING NAME, P/U OR D/O LOCATIONS, DRIVER ASSIGNED ETC. AND 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; 2021/22 SCHOOL YEAR, 2014 VEHICLE, 2022/23, 2015 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, 2021, 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 2014 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 AND IN LINE WITH GUIDANCE FROM THE CDC AND NYSDOH, MUST BE DISINFECTED AT A MINIMUM, AFTER EACH USE. 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 SWEEPED 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 CONTRACTOR 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 HARNESSSES

THE CONTRACTOR 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.

COVID

WE ARE CURRENTLY UNDER A STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC. THERE ARE ADDITIONAL REQUIREMENTS UNDER THIS BID TO ADDRESS THE NEW STANDARDS ENACTED BY THE CDC, NYSED AND NYSDOH.

DURING THE DECLARED STATE OF EMERGENCY, ALL DRIVERS AND MONITORS MUST WEAR FACE COVERINGS WHILE RIDING THE BUS. ALL DRIVERS AND MONITORS MUST COMPLETE A DAILY HEALTH ASSESSMENT PRIOR TO STARTING THE WORKDAY. BUS DRIVER AND MONITOR TRAINING MUST INCLUDE SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (COVID). ALL VEHICLES TO BE USED MUST BE DISINFECTED, AT A MINIMUM, AFTER EACH USE. THE BUS MUST BE SPRAYED WITH A DISINFECTANT AND THE ALL CAR SEATS NEED TO BE WIPED DOWN WITH A DISINFECTANT.

NEW PROCEDURES HAVE BEEN PUT IN PLACE TO COMPLY WITH CDC, NYSED AND NYDOH GUIDANCE. ALL CHILDREN RIDING THE BUS MUST BE WEARING A FACE COVERING BEFORE BOARDING THE BUS AND FOR THE DURATION OF THE ROUTE. IF THE CHILD IS NOT WEARING A FACE COVERING, THE CHILD CANNOT BOARD THE BUS. CHILDREN WHOSE MEDICAL, PHYSICAL OR MENTAL HEALTH WOULD IMPAIRED ARE NOT REQUIRED TO WEAR A FACE COVERING.

THE BUS DRIVER IS NOW REQUIRED TO ASK THE PARENT/GUARDIAN/CAREGIVER FIVE QUESTIONS BEFORE THE CHILD BOARDS THE BUS. IF ANY QUESTIONS ARE ANSWERED YES, THE CHILD WILL NOT BE ALLOWED TO RIDE THE BUS UNTIL THE 10-DAY QUARANTINE PERIOD IS OVER. THE DRIVER WILL INITIAL THE FORM TO VALIDATE THAT ALL THE QUESTIONS ARE ANSWERED.

SOCIAL DISTANCING WILL NOW BE ENFORCED ON THE BUS DURING THE PANDEMIC DURING BOARDING AND DEBOARDING AND IN THE SEATING ARRANGEMENT WHEN POSSIBLE. ONLY ONE CHILD PER SEAT UNLESS WITHIN THE SAME HOUSEHOLD.

ROUTES WILL DIFFER DAILY AS MOST PROVIDER SCHOOLS ARE ON A HYBRID SCHEDULE AND ALTERNATE THE STUDENTS ATTENDING EVERY OTHER DAY. ONCE THE STATE OF EMERGENCY IS OVER AND ALL PROVIDER SCHOOLS RETURN TO FULL TIME IN-PERSON, THE ROUTES WILL CHANGE AGAIN TO ALL THE STUDENTS ON THE ROUTES DAILY.

PERSONAL BOTTLES OF HAND SANITIZER ARE NOT ALLOWED ON THE BUS DUE TO ITS COMBUSTIBLE COMPOSITION AND POTENTIAL LIABILITY.

FACILITIES AND MAINTENANCE

- A. THE CONTRACTOR SHALL HAVE AN OPERATIONS FACILITY WITH (OR OBTAINED PRIOR TO AUGUST 1, 2021) 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 CHILDREN'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).
- I. 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 (WHICH MUST BE 90% OR HIGHER) 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 INITIAL 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. PAYMENT 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.~~
- D. IN THE EVENT OF CATASTROPHIC EVENT WHICH CAUSES AN INTERRUPTION OF TRANSPORTATION SERVICE FOR MORE THAN 17.5 CONSECUTIVE SCHOOL DAYS WITHIN A MONTH'S TIMEFRAME, THE CONTRACTOR WILL BE REIMBURSED FOR ITS FIXED COSTS ONLY, WHICH WILL BE 35% OF THE PREVIOUS MONTH OF SERVICE.

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 CHILDREN 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 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.
- B. 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) RADIOS OR CELLULAR TELEPHONES MAY NOT BE USED IN PLACE OF TWO-WAY APPROVED RADIOS.
- C. 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 \$1,000.00 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.

<u>Provider Schools in Zone 1</u>	<u>Session Times</u>	<u>Number of Students</u>
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Current routes: 21 20 vans 1 wheelchair vehicle

Alternatives for Children- Setauket

14 Research Way East Setauket, NY 11733 631-331-6400	9:00 – 2:30	0
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Hebrew Academy (HASC)

321 Woodmere Blvd Woodmere, NY 11598 516-295-1340	8:45 – 2:15	81
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ICCD- Bayside

35-55 223 rd Street Bayside, NY 11361 718-428-5370	8:45 – 2:15	9
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ICCD

1650 Utopia Pkwy Whitestone, NY 11357	8:45 – 2:45	2
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Just Kids

264 Beach 19 th Street Far Rockaway, NY 11691 7189-868-2961	8:30 – 2:00	7
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QSAC

245-37 60 th Avenue Douglaston, NY 718-728-8476	8:30 – 2:30	2
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Variety – Levittown

72 Farmedge Rd Levittown, NY 11756 516-490-3301	8:30 – 2:30	46
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<u>Provider Schools in Zone 2</u>	<u>Session Times</u>	<u>Number of Students</u>
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Current routes: 40 32 vans 8 wheelchair vehicle

BOCES – Massapequa Park

Carmen Rd Massapequa Park, NY 11762 516-608-6200	8:45 – 2:45	30
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BOCES – Westbury

1196 Prospect Ave Westbury, NY 11590 516-719-6070	9:00 – 3:00	88
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Hagedorn Little Village

750 Hicksville Rd	9:00 – 11:30	21
Seaford, NY 11783	9:00 – 2:30	104
516-520-6000	1:00 – 3:30	12

1:30 – 3:30 1

UCP

380 Washington Ave 9:00 – 11:30 8
 Roosevelt, NY 11575 9:00 – 2:30 81
 516-378-2000 12:00 – 2:30 4

Provider Schools in Zone 3

Session Times

Number of Students

Current routes: 36 34 vans 2 wheelchair vehicle

ACDS

4 Fern Place 9:00 – 12:30 1
 Plainview, NY 11803 9:00 – 11:30 6
 516-933-4700 8:30 – 2:30 1
 9:00 – 2:30 89
 12:30 – 3:00 5
 9:00 – 3:00 15

ACLD- Kramer

1428 5th Avenue 8:15 – 1:45 3
 Bayshore, NY 11706

ACLD

67 Greenlawn Drive 8:00 – 1:30 3
 Bayshore, NY 11706

Bellmore UFSD

2750 South Marks Avenue 9:10 – 11:40 11
 Bellmore, NY 11710 12:50 – 3:20 9
 516-679-2940

Building Blocks

29 Pinewood Drive 9:00 – 11:30 1
 Commack, NY 11725 12:00 – 4:00 1

Just Kids – Baldwin

2501 Milburn Ave 8:30 – 2:30 52
 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 24
 Mineola, NY 11501
 718-428-5370

Provider Schools in Zone 4

Session Times

Number of Students

Current routes: 46 46 vans

Brookville Center for Children's Services:

189 Wheatley Rd	9:00 – 2:45	42
Brookville, NY 11545		
516-626-1000		

Brookville Center for Children's Services:

1983 Marcus Ave	8:30 – 2:30	101
New Hyde Park, NY 11042		
516-236-5623		

Brookville Center for Children's Services:

223 Store Hill Rd	8:45 – 2:30	10
Old Westbury, NY 11568		
516-938-1784		

Brookville Center for Children's Services:

280 Crossways Park Dr	9:00 – 2:30	117
Woodbury, NY 11797		
516-938-1784		

Brookville Center for Children's Services:

550 Post Ave	8:30 – 2:30	38
Westbury, NY 11590		
516-686-4496		

ICCD – New Hyde Park

999 Herricks Rd	8:45 – 2:45	24
New Hyde Park, NY 11040		
516-674-8395		

Provider Schools in Zone 5**Session Times****Number of Students**

Current routes: 37 37 vans

Alternatives for Children – Dix Hills

600 South Service Rd	9:00 – 2:30	19
Dix Hills, NY 11746	9:00 – 11:30	1
631-271-0777	12:00 – 2:30	1

DDI – Huntington

25 Little Plains Rd	9:30 – 3:30	2
Huntington, NY 11743		
631-266-4400		

Tiegerman

100 Glen Cove Ave	9:00 – 3:00	72
Glen Cove, NY 11542		
516-609-2000		

Variety - Syosset

47 Humphrey Dr	8:30 – 12:30	8
Syosset, NY 11791	8:30 – 2:00	0
516-921-7171	8:30 – 2:30	138

Variety Oyster Babies

15 Shore Ave	8:30 – 2:30	5
Oyster Bay, NY 11771		

Variety East Oyster Babies
425 Maplewood Road
Huntington, NY 11746

8:30 – 2:30

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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. Each hourly rate must be bid progressively. Example, if your bid price is \$100.00 for a 2-hour route, your bid for a 3-hour route must be higher etc.

All costs are all inclusive.

of routes
(pre -COVID)3/2020

2 Hour Route	\$ _____/month x 12 x 17	=	\$ <u>***NO BID***</u>
3 Hour Route	\$ _____/month x 12 x 4	=	\$ _____
4 Hour Route	\$ _____/month x 12 x 0*	=	\$ _____
5 Hour Route	\$ _____/month x 12 x 0*	=	\$ _____
6 Hour Route	\$ _____/month x 12 x 0*	=	\$ _____

****Monitor Hourly Rate** (1) \$ _____ (2) \$ _____ (3) \$ _____
(4) \$ _____ (5) \$ _____ (6) \$ _____

****This is for clarification only; cost of Monitor must be included in hourly rate.**

***At present these routes are not used. Pricing must be provided in case one or more of these routes are required**

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. Each hourly rate must be bid progressively. Example, if your bid price is \$100.00 for a 2-hour route, your bid for a 3-hour route must be higher etc.

All costs are all inclusive.

of routes

(pre -COVID)3/2020

2 Hour Route	\$ _____/month x 12 x 9	=	\$ ***NO BID***
3 Hour Route	\$ _____/month x 12 x 22	=	\$ _____
4 Hour Route	\$ _____/month x 12 x 6	=	\$ _____
5 Hour Route	\$ _____/month x 12 x 2	=	\$ _____
6 Hour Route	\$ _____/month x 12 x 1	=	\$ _____

****Monitor Hourly Rate (1) \$ _____ (2) \$ _____ (3) \$ _____**

(4) \$ _____ (5) \$ _____ (6) \$ _____

****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. Each hourly rate must be bid progressively. Example, if your bid price is \$100.00 for a 2-hour route, your bid for a 3-hour route must be higher etc.

All costs are all inclusive.

**# of routes
(pre -COVID)3/2020**

2 Hour Route	\$ _____/month x 12 x 15	=	\$ ***NO BID***
3 Hour Route	\$ _____/month x 12 x 15	=	\$ _____
4 Hour Route	\$ _____/month x 12 x 6	=	\$ _____
5 Hour Route	\$ _____/month x 12 x 0*	=	\$ _____
6 Hour Route	\$ _____/month x 12 x 0*	=	\$ _____

****Monitor Hourly Rate (1) \$ _____ (2) \$ _____ (3) \$ _____
(4) \$ _____ (5) \$ _____ (6) \$ _____**

****This is for clarification only; cost of Monitor must be included in hourly rate.**

***At present these routes are not used. Pricing must be provided in case one or more of these routes are required**

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. Each hourly rate must be bid progressively. Example, if your bid price is \$100.00 for a 2-hour route, your bid for a 3-hour route must be higher etc.

All costs are all inclusive.

of routes
(pre -COVID)3/2020

2 Hour Route	\$ <u>\$9,764.68</u> /month x 12 x 20	=	\$ <u>\$2,343,523.37</u>
3 Hour Route	\$ <u>\$9,765.68</u> /month x 12 x 26	=	\$ <u>\$3,046,892.38</u>
4 Hour Route	\$ <u>\$10,657.50</u> /month x 12 x 0*	=	\$ <u>\$0.00</u>
5 Hour Route	\$ <u>\$11,812.50</u> /month x 12 x 0*	=	\$ <u>\$0.00</u>
6 Hour Route	\$ <u>\$12,706.23</u> /month x 12 x 0*	=	\$ <u>\$0.00</u>

****Monitor Hourly Rate (1) \$ 119.37 (2) \$ 59.70 (3) \$ 40.01**
(4) \$ 30.03 (5) \$ 27.86 (6) \$ 26.55

****This is for clarification only; cost of Monitor must be included in hourly rate.**

***At present these routes are not used. Pricing must be provided in case one or more of these routes are required**

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. Each hourly rate must be bid progressively. Example, if your bid price is \$100.00 for a 2-hour route, your bid for a 3-hour route must be higher etc.

All costs are all inclusive.

of routes
(pre -COVID)3/2020

2 Hour Route	<u>\$ \$9,764.68 /month</u> x 12 x 14	=	<u>\$ \$1,640,466.36</u>
3 Hour Route	<u>\$ \$9,765.68 /month</u> x 12 x 20	=	<u>\$ \$2,343,763.37</u>
4 Hour Route	<u>\$ \$10,152.63 /month</u> x 12 x 3	=	<u>\$ \$365,494.50</u>
5 Hour Route	<u>\$ \$11,812.50 /month</u> x 12 x 0*	=	<u>\$ \$0.00</u>
6 Hour Route	<u>\$ \$12,706.23 /month</u> x 12 x 0*	=	<u>\$ \$0.00</u>

**Monitor Hourly Rate (1) \$ <u>119.37</u> (2) \$ <u>59.70</u> (3) \$ <u>40.01</u> (4) \$ <u>30.03</u> (5) \$ <u>27.86</u> (6) \$ <u>26.55</u>
--

****This is for clarification only; cost of Monitor must be included in hourly rate.**

***At present these routes are not used. Pricing must be provided in case one or more of these routes are required**

Cost Bid Worksheet Zone 1

Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1

2 Hour Route	\$ <u>NO BID</u>
3 Hour Route	\$ _____
4 Hour Route	\$ _____
5 Hour Route	\$ _____
6 Hour Route	\$ _____

* Charge includes all Monitors

Cost Bid Worksheet Zone 2

Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1

2 Hour Route \$ NO BID

3 Hour Route \$ _____

4 Hour Route \$ _____

5 Hour Route \$ _____

6 Hour Route \$ _____

* Charge includes all Monitors

Cost Bid Worksheet Zone 3

Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1

2 Hour Route \$ NO BID

3 Hour Route \$ _____

4 Hour Route \$ _____

5 Hour Route \$ _____

6 Hour Route \$ _____

* Charge includes all Monitors

Cost Bid Worksheet Zone 4

Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1

2 Hour Route	\$ 9,764.68
3 Hour Route	\$ 9,765.68
4 Hour Route	\$ 10,657.50
5 Hour Route	\$ 11,812.50
6 Hour Route	\$ 12,706.23

* Charge includes all Monitors

Cost Bid Worksheet Zone 5

Vehicle Bid Prices

Charges Per Month

All Inclusive Vehicle Charges Per Month* Year 1

2 Hour Route	\$ <u>9,764.68</u>
3 Hour Route	\$ <u>9,765.68</u>
4 Hour Route	\$ <u>10,152.63</u>
5 Hour Route	\$ <u>11,812.50</u>
6 Hour Route	\$ <u>12,706.23</u>

* Charge includes all Monitors



Melissa Gallucci
Commissioner of Shared
Services

OFFICE OF PURCHASING

1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 1 3/26/21

FORMAL SEALED BID NO. 93927-04221-053

FOR: Nassau County Preschool Transportation

ISSUED: March 25, 2021

OPENING: April 22, 2021

TO ALL BIDDERS:

Please note that the following correction:

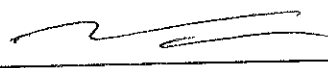
#1) **PERIOD COVERED:** Shall be for three (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months 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.

#2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

#3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Colasurdo
Technical Coordinator

Date & Sign March 26, 2021.  /Todd Farber



Melissa Gallucci
Commissioner of Shared
Services

OFFICE OF PURCHASING

1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 2 04/02/21

FORMAL SEALED BID NO. 93927-04221-053

FOR: Nassau County Preschool Transportation

ISSUED: March 25, 2021

OPENING: April 22, 2021

TO ALL BIDDERS:

Questions:

#1) Currently, I have a fleet of vehicles that includes: Sedans, SUVs, Sprinter Vans and Shuttle Buses

I do not have Yellow School Buses in my Fleet; in order to qualify, do I currently need to have a fleet of school

buses?

Yes. All vehicles must meet the DOT school bus standards (refer to Vehicle Specifications on page 11)

#2 Does the contract require only 1 Prime Contractor with a fleet of 170 School Buses?

No. The county is requesting bids for each zone. A vendor can bid on one zone or all zones.

#3 Will there be multiple awards?

We award to the lowest responsible bidder, there may be several awards.

#4 Do you encourage joint ventures to meet the scope of work?

The bid is designed to encourage participation for multiple vendors to respond. One vendor per zone will be awarded.

#5 Is there a MWBE goal? If so, may you share what that is?

There are no MWBE goals, however we do record them.

#6 Who is the current incumbent?

WE Transportation, Educational Bus and Guardian.

#7) Will there be a Pre-Bid Conference?

No, due to Covid. Please refer to the 1st page of the bid specifications.

#8) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

#9) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Colasurdo

Technical Coordinator

Date & Sign April 5, 2021.



/Todd Farber



Melissa Gallucci
Commissioner of Shared
Services

OFFICE OF PURCHASING

1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 3 04/15/21

FORMAL SEALED BID NO. 93927-04221-053

FOR: Nassau County Preschool Transportation

ISSUED: March 25, 2021

OPENING: April 22, 2021

TO ALL BIDDERS:

Questions: See Answers below

1. Where is the current Contractor's facility location?
2. In the event of another shut down as seen in the current COVID-19 pandemic, will the school district be giving any assurance to the winning bidder for payment regarding fixed costs being made to the Contractor to ensure viability and stability to stay in business?
3. Is there a CBA currently in place for employees of the current Contractor?
4. If there is a CBA in place, can you please provide a copy?
5. If there is no CBA currently in place, can you please provide the benefits package currently being offered to the employees to ensure competitive pricing from prospective bidders.
6. Can you provide a Seniority List with rates of pay for the current Contractors driver pool?
 - a. If you can't provide the above request for the Seniority List with rates, can you please provide how many drivers for each year of experience group below:
 - i. 0-1 Year
 - ii. 2-3 Years
 - iii. 3-4 Years

iv. 4-5 Years

v. 5-6 Years

vi. 6+ Years

7. If you cannot provide the Seniority list, can you please provide the total number of drivers currently employed by the current Contractor to provide all services necessary?

8. Can you please provide at minimum two (2) years of invoices and payments?

9. To confirm, there is no bond/surety up until the award of the contract?

10. For maintenance purposes, can you please provide the total mileage incurred over the past two (2) fiscal years?

11. Can you please provide the route sheets for every home-to-school route for 2019 and 2020?

a. Please include miles, pick-up times, total route times & total pick-ups.

12. Can you please provide the CPI rate used each year during the current contract?

a. If not, can you provide the current rates for each service provided by the current Contractor?

13. Can you provide the liquidated damages assessed for the past fiscal year?

14. Have there been any driver retention or hiring issues in the past few years?

15. What are the current staffing levels for the current Contractor to perform this contract's duties?

16. To confirm, the Contractor is responsible for all fuel and tolls incurred during the terms of this contract.

Answers

1. Our current contractors are:
 - Educational Bus Transportation- 56 West Church Street, Spring Valley, NY
 - We Transport Inc.- 75 Commercial Street, Plainview, NY
 - Guardian Bus Company- 3530 Oceanside Road, Oceanside, NY
2. Payment of Claims, section D addresses fixed costs paid by the county in the event of a catastrophic emergency.
**
3. N/A
4. N/A
5. N/A
6. The County does not have this information.
7. The Bid lists each zone with the number of vans used.
8. No.
9. There is no bond/surety required until the award of the contract. ***
10. No, as the mileage varies daily.
11. No.
12. CPI History for Pupil Transportation (last 5 years)
 - 2016: 0.9%
 - 2017: 1.8%
 - 2018: 2.2%
 - 2019: 1.5%
 - *2020: 1.4%

*2020: there was also an additional 10.0% inflator agreed upon between the County and Providers to help offset expenses incurred that are attributable to COVID-19 epidemic. This is in effect for 2020-2021 School Year (11.4%).
13. Liquidated Damages:
 - 2020 FY: \$422.40
 - 2021 FY (YTD February): \$0.00

2020 FY Note: No Services were provided from April – August due to COVID-19 epidemic
14. The County does not have this information as drivers are hired by the individual companies.
15. Current staffing is whatever is needed to service the contract.
16. Yes. Costs are all inclusive.

Additional Questions See Answers Below

1. On the evaluation bid worksheets does the County want the matron price included in the hourly vehicle rate per month?
2. Please clarify when the monitor hourly rate will be utilized, if the monitor price is already included in the hourly van rates.
3. Regarding the experience section on page 16: Is the incumbent contractor still responsible to submit a statement regarding the experience qualification?

Answers

1. Yes. The Evaluation Bid Worksheet indicates the cost of the monitor must be included in the hourly rate.
2. The monitor hourly rate would be utilized if it is necessary to add an individual assistant on the bus.
3. Yes. All perspective bidders must submit a statement regarding experience.


All other terms and conditions of the Formal Sealed Bid to remain unchanged.

A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Colasurdo

Technical Coordinator

Date & Sign April 15, 2021  /Todd Farber



Department of Transportation

BUS INSPECTION SYSTEM OPERATOR PROFILE

July 27, 2020

Operator: 52334

Profile Period: 04/01/2018 to 03/31/2019

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

OUT OF SERVICE RATE FOR THE PROFILE PERIOD ABOVE IS:

6.51%

(This rate reflects the results from full and critical item inspections for this operator only. Failed inspections occur when at least one "A" defect is identified)

INSPECTION PERFORMANCE

Inspection Summary of Full and Critical Item Inspections:

	<u>Total</u>	<u>Percent</u>
Inspections:	507	
Passed (With No "A" Defects):	474	93.49%
Failed (With At Least 1 "A" Defect):	33	6.51%

July 27, 2020

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

DETAIL SUMMARY

<u>Inspections</u>	<u>Total</u>
Full Inspection	345
Critical Above	162
Critical Below	0
Re-Inspection	38
Post Accident	3
Fleet	0
Random	0
New in Service	0
Distributor	36
Special	0
<u>Non-Inspection Transactions</u>	<u>Total</u>
Non Present	4
Temp OOS	5
Perm OOS	79
Certificate Replacement	0
Transfer	0
Misc.	0

July 27, 2020

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

DEFECT SUMMARY (Full or Critical Inspections Only)

<u>Item</u>	<u>Total</u>
"A" DEFECTS	
15.01-1-A ---HIGHWAY OPERATION PROHIBITED--- DEFROSTER:ANY DEFROSTER SYSTEM NOT WORKING OR INADEQUATE TO CLEAR DRIVER VIEWING AREA.	1
15.03-1-A ---HIGHWAY OPERATION PROHIBITED--- LEAKS:ANY COOLANT LEAK IN PASSENGER COMPARTMENT (OBSERVABLE MOVEMENT OF FLUID)	1
19.05-1-A ---HIGHWAY OPERATION PROHIBITED--- DRIVER'S SEAT:1. IMPROPERLY SECURED	1
20.01-1-A ---HIGHWAY OPERATION PROHIBITED--- LATCHING DEVICE:1. LATCH DOES NOT OPERATE FREELY OR HOLD DOOR IN A CLOSED POSITION	1
20.03-1-A ---HIGHWAY OPERATION PROHIBITED--- OPERATION BUZZER:FAILS TO FUNCTION CORRECTLY	1
21.00-1-A ---HIGHWAY OPERATION PROHIBITED--- EMERGENCY WINDOWS/ROOF HATCHES:1. NOT PRESENT WHEN REQUIRED	1
21.01-1-A ---HIGHWAY OPERATION PROHIBITED--- OPERATION BUZZER (SCHOOL BUS):DOES NOT WORK PROPERLY	2
22.03-1-A ---HIGHWAY OPERATION PROHIBITED--- GLASS:1. NOT OF APPROVED TYPE	4
25.01-1-A ---HIGHWAY OPERATION PROHIBITED--- DOOR CONTROLS:DOES NOT OPERATE AS DESIGNED	1
26.01-1-A ---HIGHWAY OPERATION PROHIBITED--- HEADLIGHTS:1. ANY LIGHT OR CONTROL THAT FAILS TO FUNCTION AS DESIGNED/INTENDED.	1
26.03-1-A ---HIGHWAY OPERATION PROHIBITED--- STOP LIGHTS:4. ANY LAMP THAT IS NOT SECURELY MOUNTED OR CAN EASILY BE MOVED	4
26.04-1-A ---HIGHWAY OPERATION PROHIBITED--- EMERGENCY FLASHERS:1. ANY LIGHT OR CONTROL THAT FAILS TO FUNCTION AS DESIGNED/INTENDED	2
26.06-1-A ---HIGHWAY OPERATION PROHIBITED--- REVERSE LIGHT/BEEPER:1. ANY LIGHT, BEEPER OR CONTROL THAT FAILS TO FUNCTION AS DESIGNED/INTENDED	2
26.07-1-A ---HIGHWAY OPERATION PROHIBITED--- SCHOOL BUS WARNING LIGHTS/STOP SIGNAL ARM:1. ANY LIGHT OR CONTROL THAT FAILS TO FUNCTION AS DESIGNED/INTENDED	1
28.02-1-A ---HIGHWAY OPERATION PROHIBITED--- REAR TIRES:1. ANY TIRE THAT FAILS TO MEET THE PERFORMANCE AND CONSTRUCTION REQUIREMENTS OUTLINED IN NYCRR SECTION 720.4 (BB) AND 721.4 (M)	1
29.01-1-A ---HIGHWAY OPERATION PROHIBITED--- PEDESTRIAN DETECTION MIRRORS (CROSSOVER):ANY REQUIRED MIRROR MISSING; BROKEN; DISCOLORED OR WILL NOT ADJUST OR MAINTAIN A SET ADJUSTMENT	1
34.02-1-A ---HIGHWAY OPERATION PROHIBITED--- STEERING HOSES:1. LEAKS: EXCESSIVE FLUID AND/OR OIL LEAK (OBSERVABLE MOVEMENT OF FLUID)	1
34.04-1-A ---HIGHWAY OPERATION PROHIBITED--- TIE-ROD ENDS & DRAG LINK:1. LOOSENESS: A) ANY MOTION; OTHER THAN ROTATIONAL; GREATER THAN ONE EIGHTH INCH; THAT CAN BE DETECTED BY MOVEMENT WITH TWO HANDS WITH MODERATE STRENGTH; IN ANY CONNECTING JOINT.	1
34.05-1-A ---HIGHWAY OPERATION PROHIBITED--- STEERING BOX:1. SECUREMENT: LOOSE; DAMAGED OR MISSING FASTENERS OR MOUNTING COMPONENT	1
37.01-1-A ---HIGHWAY OPERATION PROHIBITED--- EXHAUST LEAKS:1. EXHAUST SYSTEM LEAKING UNDER THE PASSENGER OR ENGINE COMPARTMENT	3
39.01-1-A ---HIGHWAY OPERATION PROHIBITED--- BRAKE LINES/HOSES/ CONNECTIONS:1. ANY BULGE/SWELLING OF ANY HOSE WHEN OPERATING PRESSURE IS APPLIED	1

July 27, 2020

Operator: 52334

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BROOKLYN, NY 11208

Operator Category Status: Preferred

39.04-1-A	---HIGHWAY OPERATION PROHIBITED--- HYDRO-VACS/ASSIST:1. IF EQUIPPED OR REQUIRED TO BE EQUIPPED WITH A RESERVOIR; INSUFFICIENT VACUUM RESERVE TO PERMIT TWO FULL BRAKE APPLICATIONS AFTER ENGINE IS SHUT OFF	1
41.01-1-A	---HIGHWAY OPERATION PROHIBITED--- TRANSMISSION LEAKS:THE TRANSMISSION OR ITS LINES ARE LEAKING FLUID STEADILY OR LEAKING ONTO ANY EXHAUST SYSTEM COMPONENT	1
45.04-1-A	---HIGHWAY OPERATION PROHIBITED--- BODY CROSS SILLS/MEMBERS:BODY CROSS MEMBERS OR SILLS ARE SEPARATED; SHIFTED; CORRODED OR DAMAGED TO A DEGREE THAT WOULD LIKELY RESULT IN THE STRUCTURAL INTEGRITY BEING DEFICIENT.	1
47.01-1-A	---HIGHWAY OPERATION PROHIBITED--- ENGINE OPERATION:1. FAILS TO START	3
48.02-1-A	---HIGHWAY OPERATION PROHIBITED--- CHARGING SYSTEM:FAILS TO HOLD AND MAINTAIN PROPER VOLTAGE	1
52.02-1-A	---HIGHWAY OPERATION PROHIBITED--- EMERGENCY BRAKE OPERATION:FAILS TO APPLY AND MAINTAIN APPLICATION UNTIL MANUAL RELEASE	1
52.05-1-A	---HIGHWAY OPERATION PROHIBITED--- SERVICE BRAKE STOPPING DISTANCE:FAILS TO MEET THE REQUIRED RATE OF DECELERATION AS OUTLINED IN NYCRR 720.4(Z)(1)(B)	1
52.06-1-A	---HIGHWAY OPERATION PROHIBITED--- EMERGENCY OR PARKING BRAKE STOPPING DISTANCE (GVWR GREATER THAN 7,716 LBS.):FAILS TO MEET THE REQUIRED RATE OF DECELERATION AS OUTLINED IN NYCRR 720.4(Z)(1)	1
99.00-1-A	---HIGHWAY OPERATION PROHIBITED--- OTHER OOS DEFECT NOT LISTED (ENTERED W/ SMVI APPROVAL):	3

"B" DEFECTS

10.03-1-B	OPERATOR'S NAME:1. MISSING OR NOT PROPER SIZE OR LOCATION	10
13.01-2-B	WIPERS:2. WIPER BLADE WITH: A) TORN RUBBER; OR B) METAL IN CONTACT WITH THE WINDSHIELD	5
13.02-1-B	WASHER:NOT WORKING	2
15.02-2-B	AIR CONDITIONING & VENTILATION:2. VEHICLE WITHOUT AIR CONDITIONING -- INADEQUATE VENTILATION	1
19.01-1-B	SEAT FRAMES:1. BROKEN OR LOOSE	16
19.02-1-B	UPHOLSTERY:1. ANY REQUIRED FIRE BLOCK UPHOLSTERY MISSING, RIPPED, TORN, OR SEPARATED	2
20.00-2-B	EMERGENCY DOOR(S):2. FMVSS HOLD-OPEN REQUIREMENT MISSING OR INOPERATIVE	1
20.04-1-B	LETTERING:REQUIRED LETTERING MISSING	1
20.05-1-B	EMERGENCY EXIT LIGHT:NOT WORKING	1
24.00-1-B	CLEANLINESS:ANY UNSANITARY CONDITION	1
26.02-1-B	MARKER/REFLECTORS:1. ANY MARKER/REFLECTOR THAT FAILS TO FUNCTION AS DESIGNED/INTENDED.	2
26.08-1-B	TAIL LIGHTS/LICENSE PLATE LIGHTS:1. ANY LIGHT OR CONTROL THAT FAILS TO FUNCTIONS AS DESIGNED/INTENDED	2
28.00-1-B	TIRES:HAS A VALVE STEM THAT IS CRACKED; CHAFED FROM CONTACT WITH THE SPIDER OR RIM; IN CONTACT WITH BRAKE DRUM; INACCESSIBLE FOR TAKING PRESSURE READINGS	2
41.03-1-B	TRANSMISSION OPERATION:1. DEFECTIVE START NEUTRAL SAFETY SWITCH	1
45.02-2-B	OUTRIGGERS/BODY SUPPORTS:2. ANY OUTRIGGER MOUNTING PLATE OR FASTENER SLIGHTLY LOOSE OR CRACKED.	2
48.00-2-B	ELECTRICAL COMPONENTS:2. INSULATION DAMAGED - WIRE EXPOSED	1

"C" DEFECTS

25.00-1-C	EXIT-ENTRANCE DOOR:2. EXIT LIGHTS NOT WORKING	2
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July 27, 2020

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

Maintenance Records

52.08-1-N	BRAKE TEST NOT PERFORMED:DUE TO UNSAFE ROAD CONDITIONS	3
52.09-1-N	BRAKE TEST NOT PERFORMED:DUE TO UNSAFE VEHICLE CONDITION	8
53.00-1-N	MAINTENANCE & RECORDS:MAINTENANCE & RECORDS	228
53.01-1-N	MAINTENANCE & RECORDS:MAINTENANCE & RECORDS - ADEQUATE VEHICLE MAINT. WITH SUFFICIENT RECORDS/REPORTS AT TIME OF INSPECTION	133
53.02-1-N	MAINTENANCE & RECORDS:PM RECORDS NOT PRESENTED	13
53.03-1-N	MAINTENANCE & RECORDS:PMI EXCEEDED SINCE LAST NYSDOT INSPECTION	47
53.04-1-N	MAINTENANCE & RECORDS:PM RECORDS INCOMPLETE	65
53.05-1-N	MAINTENANCE & RECORDS:PREVIOUS MC300/305 MISSING FROM FILE	10
53.07-1-N	MAINTENANCE & RECORDS:DRIVERS' REPORTS NOT PRESENTED AT TIME OF INSPECTION	72
53.08-1-N	MAINTENANCE & RECORDS:INCOMPLETE DRIVERS' REPORTS	24
99.02-1-N	OTHER NON OOS DEFECT NOT LISTED OR REGULATION NON COMPLIANCE:	40
Records Not Presented		13
PMI Exceeded		47
PM Records Incomplete		65
DVIRs Not Presented		72



Department of Transportation

BUS INSPECTION SYSTEM OPERATOR PROFILE

January 29, 2021

Operator: 52334

Profile Period: 04/01/2019 to 03/31/2020

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

OUT OF SERVICE RATE FOR THE PROFILE PERIOD ABOVE IS:

1.20%

(This rate reflects the results from full and critical item inspections for this operator only. Failed inspections occur when at least one "A" defect is identified)

INSPECTION PERFORMANCE

Inspection Summary of Full and Critical Item Inspections:

	<u>Total</u>	<u>Percent</u>
Inspections:	501	
Passed (With No "A" Defects):	495	98.80%
Failed (With At Least 1 "A" Defect):	6	1.20%

January 29, 2021

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

DETAIL SUMMARY

<u>Inspections</u>	<u>Total</u>
Full Inspection	321
Critical Above	133
Critical Below	47
Re-Inspection	7
Post Accident	4
Fleet	0
Random	0
New in Service	0
Distributor	10
Special	12
<u>Non-Inspection Transactions</u>	<u>Total</u>
Non Present	3
Temp OOS	5
Perm OOS	96
Certificate Replacement	0
Transfer	25
Misc.	0

January 29, 2021

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

DEFECT SUMMARY (Full or Critical Inspections Only)

<u>Item</u>	<u>Total</u>
"A" DEFECTS	
13.01-3-A ---HIGHWAY OPERATION PROHIBITED--- WIPERS:3. DO NOT WORK	1
25.05-1-A ---HIGHWAY OPERATION PROHIBITED--- LIFT/RAMP OPERATION:1. FAILS TO OPERATE AS REQUIRED	1
34.04-1-A ---HIGHWAY OPERATION PROHIBITED--- TIE-ROD ENDS & DRAG LINK:1. LOOSENESS: A) ANY MOTION; OTHER THAN ROTATIONAL; GREATER THAN ONE EIGHTH INCH; THAT CAN BE DETECTED BY MOVEMENT WITH TWO HANDS WITH MODERATE STRENGTH; IN ANY CONNECTING JOINT.	1
37.01-1-A ---HIGHWAY OPERATION PROHIBITED--- EXHAUST LEAKS:1. EXHAUST SYSTEM LEAKING UNDER THE PASSENGER OR ENGINE COMPARTMENT	1
39.07-1-A ---HIGHWAY OPERATION PROHIBITED--- MASTER CYLINDER:1. MASTER CYLINDER IS NOT FILLED TO DESIGN CAPACITY OR IS LEAKING	1
44.02-1-A ---HIGHWAY OPERATION PROHIBITED--- REAR AXLE SPRINGS:1. ANY LEAF OR PORTION OF ANY LEAF IN ANY SPRING ASSEMBLY IS MISSING; SEPARATED OR CRACKED ON BOTH SIDES	1
"B" DEFECTS	
10.03-1-B OPERATOR'S NAME:1. MISSING OR NOT PROPER SIZE OR LOCATION	4
13.01-2-B WIPERS:2. WIPER BLADE WITH: A) TORN RUBBER; OR B) METAL IN CONTACT WITH THE WINDSHIELD	7
15.02-2-B AIR CONDITIONING & VENTILATION:2. VEHICLE WITHOUT AIR CONDITIONING -- INADEQUATE VENTILATION	1
17.01-1-B FIRE EXTINGUISHER:1. MISSING	1
19.01-1-B SEAT FRAMES:1. BROKEN OR LOOSE	2
19.02-1-B UPHOLSTERY:1. ANY REQUIRED FIRE BLOCK UPHOLSTERY MISSING; RIPPED; TORN; OR SEPARATED	8
19.03-1-B PADDING AND SEAT CUSHIONS:ANY DEFECTIVE PADDING OR UNSECURED CUSHIONS THAT AFFECT PASSENGER SAFETY	2
20.00-2-B EMERGENCY DOOR(S):2. FMVSS HOLD-OPEN REQUIREMENT MISSING OR INOPERATIVE	1
20.02-3-B RUBBER SEAL:ANY SEAL SO DEFECTIVE AS TO ALLOW EXHAUST TO ENTER THE PASSENGER COMPARTMENT	1
20.04-1-B LETTERING:REQUIRED LETTERING MISSING	1
22.02-1-B FRAMES:LOOSE OR HAS SHARP EDGES	1
26.02-1-B MARKER/REFLECTORS:1. ANY MARKER/REFLECTOR THAT FAILS TO FUNCTION AS DESIGNED/INTENDED.	8
26.08-1-B TAIL LIGHTS/LICENSE PLATE LIGHTS:1. ANY LIGHT OR CONTROL THAT FAILS TO FUNCTIONS AS DESIGNED/INTENDED	2
30.00-2-B SCHOOL SIGN & ILLUMINATION:2. NOT ILLUMINATED IN A UNIFORM MANNER.	4
38.03-3-B FRONT SHOCK ABSORBERS:3. SHOCK ABSORBER PERFORMANCE IS DETERMINED TO BE DEFICIENT DURING ROAD TEST	1
41.03-1-B TRANSMISSION OPERATION:1. DEFECTIVE START NEUTRAL SAFETY SWITCH	1
"C" DEFECTS	
10.03-2-C OPERATOR'S NAME:2. MISSING WORD OPERATOR OR OPERATED BY WHERE REQUIRED	2
18.02-3-C WHITE LINE:3. WHITE LINE INSTRUCTION SIGN MISSING (WHEN REQUIRED)	3

January 29, 2021

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

18.03-3-C	STEPWELL:3. STEPWELL LIGHT INOPERATIVE	1
26.02-2-C	MARKER/REFLECTORS:2. ANY MARKER/REFLECTOR THAT IS BROKEN (PIECES MISSING).	2

Maintenance Records

52.08-1-N	BRAKE TEST NOT PERFORMED:DUE TO UNSAFE ROAD CONDITIONS	1
52.09-1-N	BRAKE TEST NOT PERFORMED:DUE TO UNSAFE VEHICLE CONDITION	4
53.00-1-N	MAINTENANCE & RECORDS:MAINTENANCE & RECORDS	259
53.01-1-N	MAINTENANCE & RECORDS:MAINTENANCE & RECORDS - ADEQUATE VEHICLE MAINT. WITH SUFFICIENT RECORDS/REPORTS AT TIME OF INSPECTION	27
53.02-1-N	MAINTENANCE & RECORDS:PM RECORDS NOT PRESENTED	4
53.03-1-N	MAINTENANCE & RECORDS:PMI EXCEEDED SINCE LAST NYSDOT INSPECTION	3
53.04-1-N	MAINTENANCE & RECORDS:PM RECORDS INCOMPLETE	10
53.05-1-N	MAINTENANCE & RECORDS:PREVIOUS MC300/305 MISSING FROM FILE	1
53.07-1-N	MAINTENANCE & RECORDS:DRIVERS' REPORTS NOT PRESENTED AT TIME OF INSPECTION	22
53.08-1-N	MAINTENANCE & RECORDS:INCOMPLETE DRIVERS' REPORTS	13
99.02-1-N	OTHER NON OOS DEFECT NOT LISTED OR REGULATION NON COMPLIANCE:	29

Records Not Presented	4
PMI Exceeded	3
PM Records Incomplete	10
DVIRs Not Presented	22



Department of Transportation

BUS INSPECTION SYSTEM OPERATOR PROFILE

January 29, 2021

Operator: 52334

Profile Period: 04/01/2020 to 01/28/2021

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

OUT OF SERVICE RATE FOR THE PROFILE PERIOD ABOVE IS:

4.28%

(This rate reflects the results from full and critical item inspections for this operator only. Failed inspections occur when at least one "A" defect is identified)

INSPECTION PERFORMANCE

Inspection Summary of Full and Critical Item Inspections:

	<u>Total</u>	<u>Percent</u>
Inspections:	374	
Passed (With No "A" Defects):	358	95.72%
Failed (With At Least 1 "A" Defect):	16	4.28%

January 29, 2021

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

DETAIL SUMMARY

<u>Inspections</u>	<u>Total</u>
Full Inspection	246
Critical Above	68
Critical Below	60
Re-Inspection	16
Post Accident	1
Fleet	0
Random	0
New in Service	0
Distributor	0
Special	0
<u>Non-Inspection Transactions</u>	<u>Total</u>
Non Present	0
Temp OOS	0
Perm OOS	8
Certificate Replacement	1
Transfer	7
Misc.	0

January 29, 2021

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

DEFECT SUMMARY (Full or Critical Inspections Only)

<u>Item</u>	<u>Total</u>
"A" DEFECTS	
11.01-2-A ---HIGHWAY OPERATION PROHIBITED--- ENTRANCE DOOR:2. AIR OPERATED DOOR EMERGENCY RELEASE MISSING; INOPERABLE; NOT IDENTIFIED OR OPERATING INSTRUCTION MISSING OR ILLEGIBLE.	1
12.00-1-A ---HIGHWAY OPERATION PROHIBITED--- INTERIOR MIRRORS:1. ANY REQUIRED MIRROR MISSING; BROKEN; OR WILL NOT MAINTAIN ADJUSTMENT.	1
15.01-1-A ---HIGHWAY OPERATION PROHIBITED--- DEFROSTER:ANY DEFROSTER SYSTEM NOT WORKING OR INADEQUATE TO CLEAR DRIVER VIEWING AREA.	2
15.03-1-A ---HIGHWAY OPERATION PROHIBITED--- LEAKS:ANY COOLANT LEAK IN PASSENGER COMPARTMENT (OBSERVABLE MOVEMENT OF FLUID)	1
21.00-2-A ---HIGHWAY OPERATION PROHIBITED--- EMERGENCY WINDOWS/ROOF HATCHES:2. FAILS TO FUNCTION CORRECTLY	1
25.00-1-A ---HIGHWAY OPERATION PROHIBITED--- EXIT-ENTRANCE DOOR:1. DOES NOT OPERATE FREELY OR COMPLETELY	1
26.01-1-A ---HIGHWAY OPERATION PROHIBITED--- HEADLIGHTS:1. ANY LIGHT OR CONTROL THAT FAILS TO FUNCTION AS DESIGNED/INTENDED.	1
27.01-1-A ---HIGHWAY OPERATION PROHIBITED--- WHEEL BEARINGS:HAS PLAY WHICH EXCEEDS THE MANUFACTURER'S SPECIFICATIONS	1
28.02-1-A ---HIGHWAY OPERATION PROHIBITED--- REAR TIRES:1. ANY TIRE THAT FAILS TO MEET THE PERFORMANCE AND CONSTRUCTION REQUIREMENTS OUTLINED IN NYCRR SECTION 720.4 (BB) AND 721.4 (M)	1
28.02-2-A ---HIGHWAY OPERATION PROHIBITED--- REAR TIRES:2. TIRE IS FLAT OR HAS NOTICEABLE LEAK	1
34.04-1A- ---HIGHWAY OPERATION PROHIBITED--- TIE-ROD ENDS & DRAG LINK:1. LOOSENESS: A) ANY MOTION; OTHER THAN ROTATIONAL; GREATER THAN ONE EIGHTH INCH; THAT CAN BE DETECTED BY MOVEMENT WITH TWO HANDS WITH MODERATE STRENGTH; IN ANY CONNECTING JOINT.	3
37.01-1-A ---HIGHWAY OPERATION PROHIBITED--- EXHAUST LEAKS:1. EXHAUST SYSTEM LEAKING UNDER THE PASSENGER OR ENGINE COMPARTMENT	1
38.02-5-A ---HIGHWAY OPERATION PROHIBITED--- FRONT AXLE PARTS/MEMBERS/KING PINS/ETC.:5. KING PINS; BALL JOINTS; STRUTS: EXCEEDS MANUFACTURER'S ALLOWABLE WEAR TOLERANCES	1
38.05-1-A ---HIGHWAY OPERATION PROHIBITED--- FRONT SUSPENSION POSITIONING COMPONENTS:ANY COMPONENT THAT IS WORN OR BROKEN THAT AFFECTS THE ALIGNMENT OR LOCATION OF THE AXLE	1
39.01-1-A ---HIGHWAY OPERATION PROHIBITED--- BRAKE LINES/HOSES/ CONNECTIONS:1. ANY BULGE/SWELLING OF ANY HOSE WHEN OPERATING PRESSURE IS APPLIED	1
44.04-2-A ---HIGHWAY OPERATION PROHIBITED--- REAR SHOCK ABSORBERS:2. ANY RUBBER BUSHING THAT IS DETERIORATED TO A DEGREE THAT SHOCK METAL AND MOUNTING POINT COMES INTO CONTACT (METAL TO METAL)	1
47.01-2-A ---HIGHWAY OPERATION PROHIBITED--- ENGINE OPERATION:2. ENGINE IS NOT IN PROPER RUNNING CONDITION	1
47.03-1-A ---HIGHWAY OPERATION PROHIBITED--- ENGINE LEAK:ANY LEAK (OIL; WATER; ETC.) THAT WOULD AFFECT ENGINE OPERATION	1
48.03-1-A ---HIGHWAY OPERATION PROHIBITED--- BATTERY & CABLES:1. BATTERY NOT PROPERLY SECURED	1

"B" DEFECTS

January 29, 2021

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

10.03-1-B	OPERATOR'S NAME:1. MISSING OR NOT PROPER SIZE OR LOCATION	2
11.04-3-B	HORN:3. NOT WORKING	1
13.01-5-B	WIPERS:5. IS IMPROPERLY ADJUSTED/DOES NOT PROPERLY CLEAN WINDSHIELD (5 WIPER PASSES)	3
13.02-1-B	WASHER:NOT WORKING	1
15.02-1-B	AIR CONDITIONING & VENTILATION:1. VEHICLE WITH AIR CONDITIONING -- AIR CONDITIONING INOPERABLE (NOTE: SEASONAL CONSIDERATIONS APPLY).	1
17.01-2-B	FIRE EXTINGUISHER:2. NOT SERVICEABLE	1
17.05-3-B	SEAT BELT CUTTERS (WHEN REQUIRED):3. NOT IDENTIFIED FOR ACCESSIBILITY	1
19.02-1-B	UPHOLSTERY:1. ANY REQUIRED FIRE BLOCK UPHOLSTERY MISSING; RIPPED; TORN; OR SEPARATED	1
19.03-1-B	PADDING AND SEAT CUSHIONS:ANY DEFECTIVE PADDING OR UNSECURED CUSHIONS THAT AFFECT PASSENGER SAFETY	1
19.06-1-B	SEAT BELTS (WHEN REQUIRED):MISSING; INOPERATIVE; DEFECTIVE SEAT BELT ASSEMBLY	3
20.00-2-B	EMERGENCY DOOR(S):2. FMVSS HOLD-OPEN REQUIREMENT MISSING OR INOPERATIVE	1
20.04-1-B	LETTERING:REQUIRED LETTERING MISSING	2
21.02-1-B	LETTERING:REQUIRED LETTERING MISSING	5
22.00-1-B	WINDOWS (SCHOOL BUS - SPLIT SASH):OPEN MORE THAN 5 INCHES	2
26.02-1-B	MARKER/REFLECTORS:1. ANY MARKER/REFLECTOR THAT FAILS TO FUNCTION AS DESIGNED/INTENDED.	3
34.01-4-B	STEERING PUMP/FLUID LEVEL/LEAKS:2. FLUID LEVEL BELOW ADD MARK (WHEN HOT)	1

"C" DEFECTS

18.03-3-C	STEPWELL:3. STEPWELL LIGHT INOPERATIVE	2
25.00-1-C	EXIT-ENTRANCE DOOR:2. EXIT LIGHTS NOT WORKING	1
26.02-2-C	MARKER/REFLECTORS:2. ANY MARKER/REFLECTOR THAT IS BROKEN (PIECES MISSING).	1
31.02-3-C	EXT BODY PANEL CORROSION:3. SMALL RUST HOLES IN PANELS OR MEMBERS THAT HAS NOT MET THE ABOVE DESCRIBED CONDITION (RECOMMENDED REPAIR WOULD INCLUDE CORRECTIVE APPLICATIONS DESIGNED TO PREVENT FURTHER CORROSION)	1

Maintenance Records

52.08-1-N	BRAKE TEST NOT PERFORMED:DUE TO UNSAFE ROAD CONDITIONS	3
52.09-1-N	BRAKE TEST NOT PERFORMED:DUE TO UNSAFE VEHICLE CONDITION	5
53.00-1-N	MAINTENANCE & RECORDS:MAINTENANCE & RECORDS	110
53.01-1-N	MAINTENANCE & RECORDS:MAINTENANCE & RECORDS - ADEQUATE VEHICLE MAINT. WITH SUFFICIENT RECORDS/REPORTS AT TIME OF INSPECTION	79
53.03-1-N	MAINTENANCE & RECORDS:PMI EXCEEDED SINCE LAST NYSDOT INSPECTION	6
53.05-1-N	MAINTENANCE & RECORDS:PREVIOUS MC300/305 MISSING FROM FILE	2
53.06-1-N	MAINTENANCE & RECORDS:REPAIRS/FAILURES NOT IDENTIFIED/CORRECTED	1
53.07-1-N	MAINTENANCE & RECORDS:DRIVERS' REPORTS NOT PRESENTED AT TIME OF INSPECTION	127
53.08-1-N	MAINTENANCE & RECORDS:INCOMPLETE DRIVERS' REPORTS	8
53.09-1-N	MAINTENANCE & RECORDS:B OR C DEFECTS FROM PREVIOUS NYSDOT NOT REPAIRED AND/OR WITHIN TIME LIMITS	1
99.02-1-N	OTHER NON OOS DEFECT NOT LISTED OR REGULATION NON COMPLIANCE:	1

January 29, 2021

Operator: 52334

L & M BUS CORP

3167 ATLANTIC AVE

BROOKLYN, NY 11208

Operator Category Status: Preferred

Records Not Presented	0
PMI Exceeded	6
PM Records Incomplete	0
DVIRs Not Presented	127



Department of
Motor Vehicles

ARTICLE 19-A ANNUAL AFFIDAVIT OF COMPLIANCE
BUS DRIVER UNIT

DS-31 (3/18)

INTERNET VERSION

L & M BUS CORP

04/28/2020

Carrier Name

Date

3167 ATLANTIC AVE

20-0292288

Address (Include Number and Street)

Federal ID Number

BROOKLYN

NY

11208

15587

City

State

Zip Code

19-A Business ID Number

In accordance with Article 19-A, Section 509-j of the New York State Vehicle and Traffic Law and Part 6 of the Commissioner's Regulations, a motor carrier is required to file an Annual Affidavit of Compliance no later than July 1 each year in order to operate within the State of New York.

Please refer to the "INSTRUCTIONS FOR COMPLETING THE ARTICLE 19-A ANNUAL AFFIDAVIT OF COMPLIANCE" (form DS-31). After you are satisfied that all requirements have been met, complete this affidavit and sign it. Email the completed affidavit with all appropriate supporting documentation to the Bus Driver Unit.

CERTIFICATION: I hereby certify that all officers, agents, representatives and employees responsible for the management, maintenance, operation or driving of motor vehicles, or the hiring, supervising, training, assigning, or dispatching of drivers for this motor carrier have been instructed in and are in compliance with all provisions of Article 19-A including, but not limited to, the required annual and biennial procedures as outlined in Article 19-A of the New York State Vehicle and Traffic Law and Part 6 of the Commissioner's Regulations.

Submitted Electronically by: JTOMLINSON2

04/28/2020

(Authorized User ID)

(Date)

By completing this affidavit, the affiant certifies under penalty of perjury that he/she is a duly authorized agent of the motor carrier named herein; that this affidavit is completed on behalf of, and with authority to bind, such entity; and that all information contained herein is true and complete. Any false statements contained herein are punishable as a Class A Misdemeanor under Section 210.45 of the New York State Penal Law and shall be used against the carrier in DMV administrative proceedings.

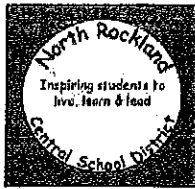
Affidavits must be received in the Bus Driver Unit no later than July 1st. Failure to file an acceptable Annual Affidavit of Compliance is a violation of Section 6.22(e) of the Commissioner's Regulations. Failure to comply with Article 19-A requirements may result in the suspension of all of the carrier's registrations and/or its privilege to operate in New York State.

6 EMPIRE STATE PLAZA - ROOM 331 - ALBANY, NY 12228

PHONE: 518 473 9455 FAX: 518 474 0593

dmv.ny.gov





NORTH ROCKLAND CENTRAL SCHOOL DISTRICT

Administrative Office Building

65 CHAPEL STREET, GARNERVILLE, NEW YORK 10923 (845)942-3000

Ileana Eckert

Superintendent of Schools

Todd Farber, CEO
MAT Bus Corp.
P.O Box 439
Haverstraw, New York 10927

Dear Todd,

I wanted to take this opportunity to extend our thanks for the assistance given to North Rockland CSD at the start of this school year, while we struggled to meet the challenge of having to close Haverstraw Elementary School. Especially, we are grateful for the donation of your buses and drivers to accomplish the daunting task of relocating all of our Haverstraw students to other buildings. This enabled us to direct our resources toward eliminating the problem in the school.

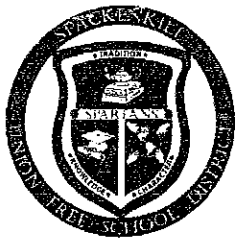
The team at Haverstraw Transit, from the office staff to the drivers, truly rose to the occasion to accomplish what seemed impossible in a safe and efficient manner. Your drivers from Wappinger Falls, who were willing to make such a long trip to assist, were professional and kind. I would like to commend Vinny Marzella, Marianne Babcock, Pat Abrams and Junior Castro for their hard work and their constant presence to help ensure all went smoothly.

It is a pleasure to have MAT Bus partner with the District to provide for the needs of our students.

Sincerely,

Ileana Eckert
Superintendent of Schools

CC: Vincent Marzella, MAT Bus Corp.
Marianne Babcock, Haverstraw Transit
Junior Castro, Haverstraw Transit
Pat Abrams, Haverstraw Transit



**Spackenkill Union Free School
District Office**

15 Croft Road, Poughkeepsie, NY 12603
Phone: 845-463-7800; Fax: 845-463-7804
www.spackenkillschools.org

Michele S. Moloney
School Business Manager

I have had the privilege of working with Total Transportation since February 2016.

Spackenkill's previous vendor provided us with very short notice of their inability to provide transportation to our district and others districts in the area. Total Transportation was able mobilized over a week-end and provide uninterrupted service to the Dutchess County Districts. We have been provided with 9 large buses.

Total provides us with up to date buses, professional drivers and helpful office staff.

Total Transportation also provides high quality bus maintenance service to our 15 smaller size buses.

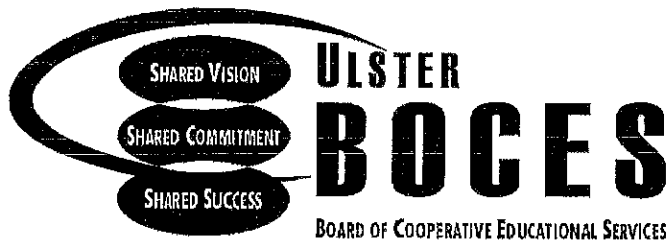
I highly recommend Total Transportation based on their ability to provide quality transportation services for a school district of any size.

Please feel free to contact me if you wish to speak further about the quality of services provided by Total Transportation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "M. Moloney".

Michele S. Moloney
School Business Official



OFFICE OF THE ASSISTANT SUPERINTENDENT
FOR ADMINISTRATION
Warren M. Donohue

175 Route 32 North • New Paltz, NY 12561
Telephone: 845-255-3010 • Facsimile: 845-255-0729
Email: wdonohue@ulsterboces.org • www.ulsterboces.org

To Whom It May Concern,

During the 2017-2018 school year, my agency was in need of a bus vendor to provide student transportation under an emergency contract. As this was a new requirement, we reached out to numerous districts for contact information and references. MAT Bus Corp was repeatedly referred to us as a good, solid, fair company to consider.

After performing our due diligence, we signed a contract with MAT Bus Corp, and continue to appreciate our association with this fine company. Our contacts at MAT, Mary Anne Coe and Vincent Marzella, are professional and very customer-focused. The company met all deadlines, were fair and upfront regarding pricing, and worked with us to maximize resources and minimize expenses.

I highly recommend MAT Bus Corp as a responsible, fair, safety-conscious provider of student transportation services.

Very truly yours,

Warren M. Donohue
Assistant Superintendent for Administration

BRINGING ULSTER COUNTY SCHOOLS TOGETHER TO ENHANCE TEACHING & LEARNING

Ellenville Central Schools • Highland Central Schools • Kingston City Schools • New Paltz Central Schools •
Ontario Central Schools • Rondout Valley Central Schools • Saugerties Central Schools • Walkkill Central Schools • West Park Union Free School



Drug and Alcohol Abuse Testing Policy

Table of Contents

POLICY	2
PURPOSE	2
APPLICABILITY	3
PROHIBITED SUBSTANCES	4
Illegally Used Controlled Substances or Drugs	5
Legal Drugs	5
Alcohol	5
ZERO TOLERANCE POLICY	5
PROHIBITED CONDUCT	6
Manufacture, Trafficking, Possession, and Use	6
Intoxication/Under the Influence	6
PRIOR HISTORY	6
ALCOHOL USE	6
DRUG TEST	7
COMPLIANCE WITH DRUG AND ALCOHOL TESTING REQUIREMENTS	7
Refusal to Test	8
NOTIFICATION OF CRIMINAL DRUG CONVICTION	9
PROPER APPLICATION OF THE POLICY	9
TRAINING FOR SAFETY-SENSITIVE EMPLOYEES & SUPERVISORS	9
TESTING PROCEDURES	9
Negative Dilute Drug Test Result	11
Employee-Requested Testing	11
TYPES OF DRUG & ALCOHOL TESTING EVENTS	11
Pre-Employment Drug Testing	12
Reasonable Suspicion Testing	13
Post-Accident Testing	13
Random Testing	15
Accident/Incident	15
Return-to-Duty Testing	15
DRUG TESTING PROCEDURES	16
Urine Specimen Collection Procedures	16
Alcohol Testing Procedures	16
MEDICAL REVIEW OFFICER	16
EMPLOYEE ACCESS TO RECORDS	16
GENERAL REQUIREMENTS	18
ATTACHMENT A	21
Urine Collection and Alcohol Testing Procedures	21
Observed Collections	23
Alcohol Testing Procedures	23
SCREENING TEST	24
CONFIRMATION TEST	24
REPORTING	25
POLICY APPROVAL	26
ACKNOWLEDGEMENT	27

POLICY

Total Transportation Corp. (TTC) is dedicated to providing safe, dependable and economical transportation services to our passengers. The Company's employees are our most valuable resource and it is our goal to provide a safe, satisfying working environment that promotes personal opportunities for growth. In meeting this goal, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties. Adherence to this policy is a condition of employment although it should not be considered an offer of employment.

This Drug and Alcohol Abuse Testing Policy was originally approved and adopted by its Board of Directors or owners on 9/1/01 and became effective 10/1/01. A copy of the signed adoption by the Board of Directors is on file at the home office. As of August 2008, all changes and addendums needed to remain in compliance with immediate changes to Federal guidelines and requirements will be adopted without formal notification.

PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, which mandates urine drug testing and breath alcohol testing for safety-sensitive positions and which prohibit performance of safety-sensitive functions when there is a positive test result, or test refusal. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988." This policy incorporates those requirements for safety-sensitive employees and others when so noted.

Any provisions set forth in this policy that are included under the sole authority of TTC and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of TTC will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

APPLICABILITY

This policy applies to all Company employees, including paid part-time employees.

A safety-sensitive function is any duty related to the safe operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch and maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee who perform duties requiring a CDL. Supervisors performing any of the above-described functions are considered to be safety-sensitive employees. Participation in The Company's Drug and Alcohol Abuse Testing Program as stated in this policy is a condition of employment. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

All positions at The Company were reviewed for safety-sensitive duties to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following positions were determined to be safety-sensitive:

Drivers (including Road Supervisors)

Dispatchers (including Driver/Dispatch Supervisors and Customer Liaisons)

Mechanics (including Maintenance Supervisors, Vehicle Dispatch Supervisors, Mechanic Helpers, Body Men and Cleaners/Fuelers)

655.15 Policy statement contents.

The Company has adopted this anti-drug and alcohol misuse policy statement, including the following:

- (a) The identity of the person, office, branch and/or position designated by the employer to answer employee questions about the employer's anti-drug use and alcohol misuse programs.
- (b) The categories of employees who are subject to the provisions of this part.
- (c) Specific information concerning the behavior and conduct prohibited by this part.
- (d) The specific circumstances under which a covered employee will be tested for prohibited drugs or alcohol misuse under this part.
- (e) The procedures that will be used to test for the presence of illegal drugs or alcohol misuse, protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee.



Drug and Alcohol Abuse Testing Policy

(f) The requirement that a covered employee submit to drug and alcohol testing administered in accordance with Federal requirements.

(g) A description of the kind of behavior that constitutes a refusal to take a drug or alcohol test, and a statement that such a refusal constitutes a violation of the employer's policy.

(h) The consequences for a covered employee who has a verified positive drug or a confirmed alcohol test result with an alcohol concentration of 0.04 or greater, or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive

(i) The consequences, as set forth in §655.35 of subpart D, for a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04. It is the policy of this Company to remove the donor from performance in all covered safety sensitive positions for 8 hours or until his/her next shift whichever is greater. The donor will not be required to take a Return to Duty or follow-up alcohol test.

(j) The employer will inform each covered employee if it implements elements of an anti-drug use or alcohol misuse program that are not required by this part. The Company will not impose requirements that are inconsistent with, contrary to, or frustrate the provisions of federally required testing. This Company policy with respect to certain issues will be explicitly defined as the policy of the Company and not the FTA.

Notwithstanding anything that may be read or interpreted to the contrary, it is the policy of this Company that we have a zero tolerance for confirmed positive drug and confirmed positive alcohol test results, (0.4 or greater) inclusive of refusals to test, and as such the donor will be terminated for failure to comply with Company standards. In accordance with Federal regulations he/she will be given/sent referral information for a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAPs).

Notwithstanding anything that may be read or interpreted to the contrary, it is the policy of this Company that we will make immediate accommodation of all mandatory changes to Federal substances of abuse requirements. These immediate modifications will be inclusive of but not limited to Collection Procedures, Drug Classifications, Medical Review Officer, Client and DER requirements.

PROHIBITED SUBSTANCES

“Prohibited substances” addressed by this policy include the following:

Illegally Used Controlled Substances or Drugs

Any illegal drug or any substance that the Company is required to test for under applicable laws, regulations, or vendor contracts. Currently, these substances are amphetamines, marijuana, cocaine, opioids and phencyclidine, but this list will change in accordance with any changes to applicable laws, regulations, or vendor contracts. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates the mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing work-related safety sensitive duties.

A legally prescribed drug means that the individual has a prescription or other written approval, consistent with the Controlled Substances Act, from a qualified medical professional for the use of the drug. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing Company business is prohibited.

Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance, which causes alcohol to be present in the body while performing Company business, is prohibited.

ZERO TOLERANCE POLICY

The Company has a zero tolerance policy for verified positive drug tests, confirmed positive alcohol tests (0.04 or greater), or refusals to test. Notwithstanding anything herein that may be interpreted to the contrary, any employee with a verified positive drug test, confirmed positive alcohol test (0.04 or greater), or refusal to test will be terminated. As per Federal regulations, the employee will be immediately removed from the performance of safety-sensitive functions and given information for at least two (2) USDOT qualified SAPs.

PROHIBITED CONDUCT

Manufacture, Trafficking, Possession, and Use

Company employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances on Company premises, in Company vehicles, in uniform, or while on Company business. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

Intoxication/Under the Influence

Any safety sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition.

PRIOR HISTORY

Applicants are required (even if ultimately not hired) to provide The Company with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The Company is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide The Company proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

ALCOHOL USE

No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater, regardless of when the alcohol was consumed. As per section 655.33(a) The Company prohibits covered employees from using alcohol within 4 hours prior to performing safety-sensitive functions. The company will not, having actual knowledge that a covered employee has used alcohol within four hours of performing a safety sensitive function permit the employee to perform or continue to perform safety sensitive functions. As per section 655.33(b) The Company will prohibit the consumption of alcohol for the specified on call hours of each covered employee who is on call. The procedure shall include



Drug and Alcohol Abuse Testing Policy

the opportunity for the covered employee who is on call to acknowledge the use of alcohol at the time he or she is called to report to duty and the inability to perform his or hers safety sensitive function [and] (2) the requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims the ability to perform his or her safety sensitive function. The Company shall prohibit a covered employee from using alcohol while performing safety sensitive functions.

Safety-sensitive employees will only be subject to USDOT random and reasonable suspicion alcohol testing just prior to, during, and after the performance of safety-sensitive duties. The alcohol testing may be done using breath or saliva for the screening test. All confirmation tests for alcohol will be done using an approved Evidential Breath Testing Device.

Alcohol test of 0.04 or above is considered a positive test.

For alcohol tests of equal to or greater than 0.02, but less than 0.04, it is the Company policy to remove the donor from performance in all covered safety sensitive positions for 24 hours or until his/her next shift whichever is greater.

No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

DRUG TEST

A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

COMPLIANCE WITH DRUG AND ALCOHOL TESTING REQUIREMENTS

Safety-sensitive employees will only be subject to USDOT random and reasonable suspicion alcohol testing just prior to, during, and after the performance of safety-sensitive duties. The alcohol testing may be done using breath or saliva for the screening test. All confirmation tests for alcohol will be done using an approved Evidential Breath Testing Device.

A covered employee may be tested for prohibited drug use any time while on duty.

Refusal to Test

Refusal to test constitutes a violation of the Company's policy and is considered equivalent to a positive test. In accordance with our zero tolerance policy, will result in termination. Refusal to comply with Federal drug and alcohol testing requirements includes but is not limited to:

1. Failure to provide a urine, saliva, or breathe specimen for any drug or alcohol test required by Part 40 or DOT agency regulations.
 - For pre-employment testing only - an employee/applicant who has not provided an adequate specimen because he or she has left the testing site before the testing process commences (See 49 CFR Part 40.63 (c) and Part 40.243(a)) is not deemed to have refused to test.
2. Failure to remain at the testing site until the testing process is complete
 - For pre-employment testing only - an employee/applicant who leaves the testing site before the testing process commences (see 49 CFR Part 40.63 (c) and Part 40.243(a)) is not deemed to have refused to test.
3. Failure to provide a sufficient amount of urine or breathe specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
4. A refusal to sign Step #2 on the alcohol testing form;
Leaving the scene of an accident, without a valid reason, before required drug and/or alcohol testing has been completed;
5. Failure to appear for any test (except for pre-employment) within a reasonable time, as determined by the employer;
6. Failure to permit monitored or observed collections when required;
7. Failure to take a second test as directed by the collector or employer;
8. Failure to cooperate with any part of the testing process;
9. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
10. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
11. Admit to the collector or the MRO that you adulterated or substituted the specimen
12. Failure to undergo a medical evaluation in a timely manner when required by the Company and/or Medical Review Officer;
13. When the DER receives a report of a verified adulterated or substituted test;
14. If the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.



Drug and Alcohol Abuse Testing Policy

NOTIFICATION OF CRIMINAL DRUG CONVICTION

All employees are required to notify the Company of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination.

PROPER APPLICATION OF THE POLICY

The Company is dedicated to ensuring fair and equitable application of this Drug and Alcohol Abuse Testing Policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in any manner shall be subject to disciplinary action, up to and including dismissal.

TRAINING FOR SAFETY-SENSITIVE EMPLOYEES & SUPERVISORS

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

~~All managers and supervisors who are in a position to determine employee fitness for duty will receive the required minimum of 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of prohibited drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.~~

TESTING PROCEDURES

Analytical urine drug testing and breathe testing for alcohol may be conducted when circumstances warrant and as required by Federal regulations. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted according to the procedures put forth in 49 CFR Part 40, as amended, including, ~~picture identification of the employee,~~ Federal Drug Custody and Control Form with unique specimen identification number completed by a trained



Drug and Alcohol Abuse Testing Policy

collection site person who insures that the Custody and Control Form is completed correctly and signed and certified by the donor, collection of Split Sample specimens that are sealed and initialed by the donor.

The **Federally required** drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty. An initial drug screen, called an immunoassay test, will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Changes to these drugs and/or cutoff levels when authorized and defined under Federal requirements will be adjusted with no additional notice.

In instances where there is a reason to believe an employee is using a substance other than the drugs listed above, the Company reserves the right to request a separate NONDOT sample and to test for additional drugs under the Company's own authority using standard laboratory testing protocols. The Company also reserves the right to require a fitness-for-duty examination by a licensed physician when an employee's observable behavior and actions are considered to be inconsistent with a safe, drug free workplace.

The integrity of the alcohol testing process is insured by picture identification of the employee, use of a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing Device (EBT) that displays and prints unique sequential numbers and is capable of producing 3 copies of the test result. A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". The test is administered by a qualified Breath Alcohol Technician (BAT) who is "trained to proficiency" in the operation of the EBT being used. The BAT completes a USDOT Alcohol Testing Form and insures that the donor signs it. The employee shall be provided with written instructions prior to testing. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The consequences, as set forth in §655.35 of subpart D, for a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 is for the Company to remove the donor from performance in all covered safety sensitive positions for 8 hours or until his/her next shift whichever is greater. The donor will not be required to take a Return to Duty or follow-up alcohol tests.

~~A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 655~~

for safety-sensitive employees. Random and reasonable suspicion alcohol testing will only be done just prior to, during, or just after the performance of safety-sensitive functions.

Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT.

Negative Dilute Drug Test Result

If the MRO informs TTC that a negative drug test was also dilute, the Company **will accept the result as negative and will** not retest the employee unless directed to retest by the MRO.

Employee-Requested Testing

Any safety-sensitive employee who tests positive on a required Federal drug test may request that a retest of the split specimen (original urine) be conducted. This test must be conducted at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The Company will pay and ensure that the testing is done in a timely manner.

The Company will attempt to get reimbursed from the employee or applicant for all costs involved in the retest process. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended.

The employee's request for split sample testing must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. The MRO will direct the laboratory in writing to send the split sample with appropriate copies of the custody and control form and a copy of the MRO's request for testing to another DHHS certified laboratory. Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee, as determined by the MRO.

TYPES OF DRUG & ALCOHOL TESTING EVENTS

The Company will require each covered employee to submit to a pre-employment drug test under 655.41, a post-accident drug and alcohol test required under §655.44, a random drug and

alcohol test required under §655.45, a reasonable suspicion drug and alcohol test required under §655.43, or a follow-up drug and alcohol test under §655.47 and return to duty tests required under §655.46. The company will not permit an employee who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

Pre-Employment Drug Testing

All safety-sensitive position applicants shall undergo urine drug testing immediately following the offer of employment into a safety-sensitive position or before **transferring** into a safety-sensitive position. Receipt by the Company of a verified negative drug test result is required prior to performing safety-sensitive duties.

If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

Applicants and persons transferring into safety-sensitive positions for all Federally covered safety-sensitive positions shall undergo and complete urine drug testing with a negative drug test result prior to performing covered duties for the first time.

It is the position of the Company that this test be conducted immediately or as soon as practical following the offer of employment or transfer, not to exceed 32 hours.

If a pre-employment drug test is canceled, the Company will require the covered employee or applicant to take another pre-employment drug test administered under this part with a verified negative result.

When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time, the Company will ensure that the employee takes a pre-employment drug test with a verified negative result.

When a covered employee or applicant has previously failed a pre-employment drug test or refused to be tested, they are not a qualified applicant unless and until the applicant has provided proof of having successfully completed a SAP-mandated referral, evaluation and treatment plan as described in Part 655 and Part 40 Subpart O.

Reasonable Suspicion Testing

All safety-sensitive employees may be subject to Reasonable Suspicion drug and alcohol testing when there is reason to believe that drug or alcohol use is present. A Reasonable Suspicion referral must be made by a supervisor trained in the signs and symptoms of drug and alcohol use, who has personally observed and documented objective facts and circumstances which are consistent with the short-term effects of drug use or alcohol misuse. The criteria for a Reasonable Suspicion test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odor of the safety-sensitive employee. A supervisor making the decision to Reasonable Suspicion test must have had the appropriate training as defined in the regulations and may not act as the STT or BAT for that test.

A reasonable suspicion alcohol test can only be performed just before, during, or just after the performance of safety-sensitive functions. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

It is Company policy that once the decision to Reasonable Suspicion test is made, the employee will be removed from safety-sensitive duties until the test results are received. During this stand-down time, employee will be paid at his or her normal rate while he or she performs non-safety-sensitive duties. The employee will be escorted to the collection site by the supervisor or another appropriate person. The employee will not return to any covered employment without receipt of a negative test result.

Post-Accident Testing

1) **FATAL ACCIDENTS** – A covered employee will be required to undergo urine and breathe testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

2) **NON-FATAL ACCIDENTS** - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

- a. The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident.
- b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

Following an accident, safety-sensitive employees will be tested as soon as possible, but not to exceed 32 hours for drug testing. If alcohol testing is not done within 2 hours of the accident, the reason for not testing should be documented in a report and attempts to alcohol test must continue for up to 8 hours after the accident. If alcohol testing is not done within 8 hours or drug testing is not done within 32 hours following the accident, all attempts to conduct the test must cease and the reasons for not testing must also be updated on the written report. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following an accident or until they undergo a post-accident alcohol test.

The results of a blood, urine, or breath test conducted by Federal, State, or local officials shall be considered to meet the requirements of this section, provided such test conforms to the applicable Federal, State, or local testing requirements, and that the test results can be obtained by the employer

The requirements to test for drugs and alcohol following an accident should in no way delay necessary medical attention for injured people or prohibit a safety-sensitive employee from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, the safety-sensitive employee must remain readily available, which means the Company knows the location of the safety-sensitive employee. Any safety-sensitive employee who leaves the scene of the accident, without a justifiable explanation, prior to submission to drug and alcohol testing will be considered to have refused the test.

It is Company policy that once Post-Accident drug and alcohol testing is required under FTA guidelines; the employee will be removed from safety-sensitive duties pending the completion of the accident investigation. During this stand-down time, employee will be paid at his or her normal rate while he or she performs non-safety-sensitive duties.

The Company reserves the right to conduct a NON-DOT test on any employee in an accident/incident situation under TTC's own authority, which may not meet the USDOT-FTA thresholds discussed above. These rules are separate and distinct from, but not in conflict with, the FTA rules. Non-Federal Post-Accident/Incident testing will be required when directed by members of supervision or management when it is reasonable to suspect that drugs/alcohol may have contributed to the Post-Accident/incident event or there is a history of questionable events that may have contributed to the accident. This testing situation is dictated by adherence to the terms of TTC's contract to provide public transportation services to NYCTA.

Random Testing

All safety-sensitive employees shall be subject to random, unannounced testing. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>. The selection of safety-sensitive employees for random drug and alcohol testing shall be made using a scientifically valid method such as a random number table or a computer-based random number generator that ensures each safety-sensitive employee that they will have an equal chance of being selected each time selections are made. Random tests will be unannounced and spread throughout all days and all hours of all shifts The Company is in operation during the year. Employees are to proceed to the testing site immediately upon notification of a random test.

Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. Testing can occur during the beginning, middle, or end of an employee's shift.

There is no discretion on the part of management or operations in the selection and notification of individuals for testing.

If an employee has ongoing obligations that would prohibit him or her from leaving for a random drug test toward the end or just after the performance of safety sensitive duties, he or she must provide advance, verifiable written notice of the scheduled medical or child care commitments to Deirdre Walters and must obtain written confirmation from Ms. Walters that she received such notice, so that testing can be scheduled accordingly.

Return-to-Duty & Follow-Up Testing

TTC will terminate the employment of any employee that tests positive or refuses a test as specified in this Zero-Tolerance policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

Additionally, if required in the rare events discussed above, covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

DRUG TESTING PROCEDURES

Urine Specimen Collection Procedures

Urine collections will be performed to the standards set in 49 CFR Part 40 as amended. An overview of the procedures is available in Attachment A to this policy.

Alcohol Testing Procedures

All alcohol testing procedures will be done according to the standards set forth in 49 CFR Part 40 as amended. An overview of the procedures is available in Attachment A to this policy.

MEDICAL REVIEW OFFICER

The laboratory results must be reviewed by a qualified MRO. The purpose of this review is to ~~verify and validate test results. The laboratory shall report all results to the MRO in a~~ confidential manner.

A qualified MRO is a licensed physician who has knowledge of drug and alcohol abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

The MRO shall follow all procedures set forth in 49 CFR Part 40 as amended.

EMPLOYEE ACCESS TO RECORDS

Drug and Alcohol Abuse Testing Policy

- 1) Drug/alcohol testing records shall be maintained by The Company Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. ~~The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.~~
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over The Company or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

GENERAL REQUIREMENTS

The Company will maintain records of its anti-drug and alcohol misuse program as provided in this section. The records shall be maintained in a secure location with controlled access.

Period of retention - In determining compliance with the retention period requirement, each record shall be maintained for the specified minimum period of time as measured from the date of the creation of the record. Each employer shall maintain the records in accordance with the following schedule:

- (1) Five years: Records of covered employee verified positive drug or alcohol test results, documentation of refusals to take required drug or alcohol tests, and covered employee referrals to the substance abuse professional, and copies of annual MIS reports submitted to FTA.
- (2) Two years: Records related to the collection process and employee training.
- (3) One year: Records of negative drug or alcohol test results.

The following specific records must be maintained for the minimum time periods as described above:

I. Records related to the collection process.

- a. Collection logbooks, if used.
- b. Documents relating to the random selection process.
- c. Documents generated in connection with decisions to administer reasonable suspicion drug or alcohol tests.
- d. Documents generated in connection with decisions on post-accident drug and alcohol testing.
- e. MRO documents verifying existence of a medical explanation of the inability of a covered employee to provide adequate urine or breathe sample.

II. Records related to test results:

- a. The employer's copy of the custody and control form.
- b. Documents related to the refusal of any covered employee to submit to a test required by this part.
- c. Documents presented by a covered employee to dispute the result of a test administered under this part.



Drug and Alcohol Abuse Testing Policy

- III. Records related to referral and Return to Duty and follow-up testing: Records concerning a covered employee's entry into and completion of the treatment program recommended by the substance abuse professional.
- IV. Records related to employee training:
 - a. Training materials on drug use awareness and alcohol misuse, including a copy of the employer's policy on prohibited drug use and alcohol misuse.
 - b. Names of covered employees attending training on prohibited drug use and alcohol misuse and the dates and times of such training.
 - c. Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for drug and alcohol testing based on reasonable suspicion.
 - d. Certification that any training conducted under this part complies with the requirements for such training.
- V. Copies of annual MIS reports submitted to FTA.

The toll-free number for the
Federal Substance Abuse and
Mental Health Services
Administration's Treatment
Referral Routing Service is:

1-800-662-HELP (4357)

ATTACHMENT A

Urine Collection and Alcohol Testing Procedures

Urine collection for drug testing shall be done at a location that provides:

- A privacy enclosure for urination
- A toilet receptacle large enough to contain a complete void
- A source for washing hands
- A suitable surface for writing

The collection site personnel shall be trained in the proper procedures for preparing the collection site, collecting the urine specimen, sealing and preparing the specimen for shipment and completing the custody and control form as required in 49 CFR Part 40.

A DOT drug testing custody and control form will be used for the collection.

The collector will inspect the collection room before and after each specimen collection for removal of any unauthorized persons and materials that could be used to adulterate the specimen. The collection site will be secure to prevent unauthorized access during the collection process.

The collector will verify the employee's identity by photo identification or by a Company representative. The collection will not proceed if identity is not verified. The collection site will notify the employer if the employee fails to report or arrives late for the appointment.

The employee will be requested to check belongings (purses & briefcases) and remove any bulky outerwear (sweaters, jackets, vests, etc.) The employee may retain their wallet.

The employee will be directed to wash their hands and follow all appropriate procedures of the collection facility.

The collector will unwrap the collection cup or specimen bottle in front of the employee and direct them to the privacy enclosure. The collector remains outside the enclosure. The employee is instructed to provide at least 45 ml (about 2 ounces) of urine.

If the employee is unable to provide at least 45 ml of urine they will be given up to 40 ounces of fluids and remain at the collection site for up to 3 hours in an attempt to provide the specimen. If the required amount is provided, the original sample is discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen is discarded; testing discontinued and the employer notified. The MRO shall refer the employee for a medical evaluation to determine whether the employee's inability to provide a specimen is genuine or constitutes a refusal to submit to a drug test. The examining physician shall provide the MRO



Drug and Alcohol Abuse Testing Policy

a brief statement setting forth his/her conclusion and the basis for it. Upon receipt of the statement the MRO shall report his/her conclusions to the employer in writing. If the MRO determines there is no medical explanation for the inability to provide an adequate specimen, this will be considered a refusal to test.

Within four (4) minutes of receiving the specimen from the employee, the collector will record the temperature of the specimen on the custody and control form. The temperature must be between 90.0 and 100.0 F. Any specimen temperature out of that range requires a second specimen to be collected immediately under direct observation by a collector of the same gender. The incident is noted in the remarks section of the custody and control form and both specimens are sent to the laboratory. The collector shall also visually examine the specimen for any unusual color or sediment, and note anything unusual on the custody and control form.

If the employee refuses to cooperate with the collection process the collector notifies the employer immediately and documents the non-cooperation on the custody and control form. Refusal to cooperate in the collection process is considered a refusal to test.

If a collection container is used, the collection site person, in the presence of the donor, pours the urine into two specimen bottles. Thirty (30) ml shall be poured into one bottle, to be used as the primary specimen. At least 15 ml shall be poured into the other bottle, to be used as the split specimen. If a specimen bottle is used as a collection container, the collector shall pour off 30 ml of urine from the specimen bottle into a second specimen bottle, to be used as the primary bottle), and retain the remainder (at least 15 ml) in the collection bottle to be used as the split specimen.

Both bottles must be sealed and labeled in the presence of the donor. The labels must be printed with the same specimen identification number as the custody and control form. The donor initials the seals on the bottles verifying the specimen is his/hers.

The custody and control form is completed. The collector and the donor must sign the appropriate certification statements on the form regarding authenticity of the specimen and information provided and the integrity of the collection process. Each transfer of custody must be noted on the chain of custody portion of the urine custody and control form. Every effort will be made to minimize the number of persons handling the specimen.

The specimen must be stored in a secured location until transport to the laboratory. Both the primary specimen and the split specimen shall be sealed in a single shipping container, together with the appropriate pages of the custody and control form. The tape seal on the container shall bear the initials of the collector and the date of the closure for shipment.

Observed Collections

Observed collections are required in the following circumstances:

- Any time the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range (90°F - 100° F)
- Any time the employee is directed to provide another specimen because the original specimen appeared to have been tampered with
- Any time a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen
- Any time the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result
- Any time the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be canceled because the test of the split specimen could not be performed
- The employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, and lower clothing and underpants to show the collector, by turning around that they do not have a prosthetic device.

The direct observation must be by a collector (or observer) of the same gender as the employee being tested.

Alcohol Testing Procedures

Alcohol testing shall be done at a location that provides:

- Privacy to the individual being tested
- Security with no unauthorized access at any time to EBT
- BAT conducting only one test at a time that must not leave the testing site while the preparations for testing or the test itself are in progress.

Upon arrival at the testing site the employee must provide positive identification in the form or a photo identification or identification by a Company representative.

The BAT will explain the testing procedures to the employee.

The BAT and the employee will complete, date and sign Step #1 and Step #2 of the alcohol testing form indicating the employee is present and providing a breath specimen. Refusal by the employee to sign Step #2 of the alcohol testing form will be noted by the BAT in the remarks section and is considered a refusal to test.

SCREENING TEST

Employee is informed that testing will begin with a screening test. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT.

The employee will be instructed to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained. The BAT will show the employee the result displayed on the EBT or the printed result.

If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required. The BAT and the employee will finish filling out the alcohol testing form. The employee may return to their safety sensitive position and the test will be reported to the employer as a negative.

Note: Alcohol screens may be performed by certified Screening Test Technicians (STT) using alternative alcohol screening devices approved by the Department of Transportation. The alternative methods may test either breath or saliva. If the screening tests results are 0.02 or greater a confirmation test by a BAT, using an evidential breath-testing device, must be performed.

CONFIRMATION TEST

If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be performed.

The confirmation test must be conducted at least 15 minutes, but not more than 30 minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading.

The BAT will inform the employee of the need to conduct a confirmation test. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth. The BAT will also instruct the employee not to belch to the extent possible while awaiting the confirmation test. The BAT will inform the employee that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instructions.

Before the confirmation test is administered, the BAT shall conduct an air blank on the EBT. If the reading is greater than 0.00, the BAT shall conduct one more air blank. If the second air blank reading is greater than 0.00, the EBT must not be used to conduct the test.

The confirmation test is conducted using the same procedures as the screening test. A new mouthpiece will be used.



Drug and Alcohol Abuse Testing Policy

If the initial and confirmatory test results are not identical, the confirmation test result is deemed to be the final result.

If the result displayed on the EBT is not the same as that on the printed form, the test will be cancelled, and the EBT removed from service.

The BAT will sign and date the form. The employee will sign and date the certification statement, which includes a notice that the employee cannot perform safety-sensitive duties or operate a motor vehicle if the results are 0.02 or greater. Refusal by the employee to sign the certification statement is not considered a "refusal to test", but the BAT will note it in the remarks section.

The BAT will attach the alcohol test result printout directly onto the alcohol collection form with tamperproof tape (unless the EBT prints the results directly on the form).

REPORTING

The BAT will transmit all results to the Designated Employer Representative in a confidential manner. In the event an individual must be removed from safety-sensitive duties as a result of the alcohol test, the BAT will notify the Designated Employer Representative immediately.



Drug and Alcohol Abuse Testing Policy

POLICY APPROVAL

In the event that Total Transportation Corp. decides to use Subcontractors for any reason, TTC will ensure that the Subcontractor adheres to the same standards of compliance as it relates to DOT/FTA Drug and Alcohol Testing for all safety-sensitive employees.

This Policy has been approved By TOTAL TRANSPORTATION CORP. and its Governing Board.

Approved By: _____

Date Approved: _____

Signature: _____

Title: _____



Drug and Alcohol Abuse Testing Policy

ACKNOWLEDGEMENT

EMPLOYEE RECEIPT OF TOTAL TRANSPORTATION CORP. DRUG AND ALCOHOL ABUSE TESTING POLICY

Return this completed form to your immediate supervisor.

Employee Name (Print): _____

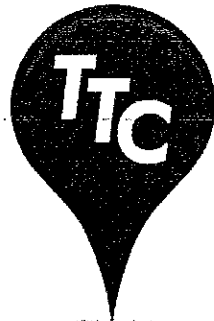
I have received, read and understand the Company's Drug and Alcohol Abuse Testing Policy. I understand that I will be held responsible for its content, and I agree to abide by the Company's Drug and Alcohol Abuse Testing Policy. If I need any clarification or if I have any questions regarding the substance of the Policy, I will address them with the Company's program administrator immediately.

I understand that adherence to this Policy is a condition of employment.

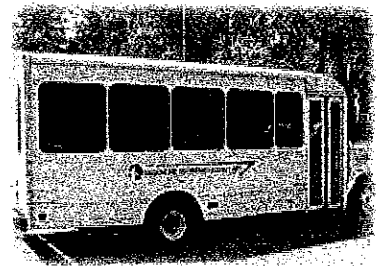
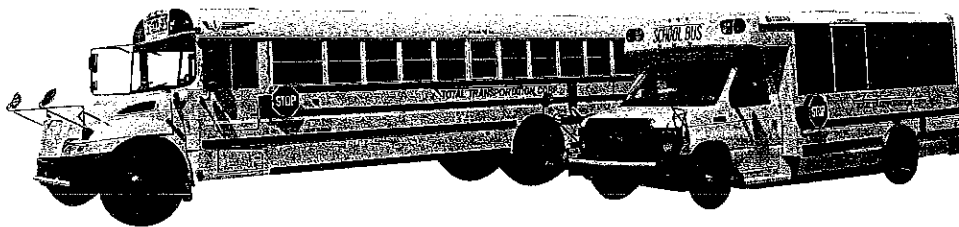
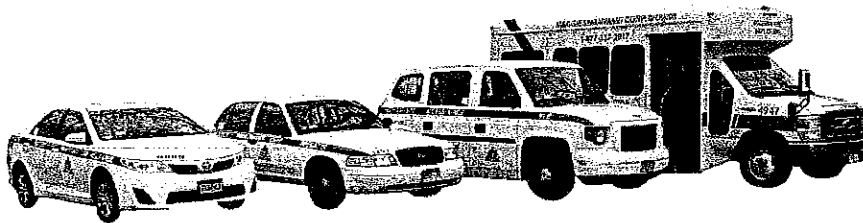
This policy adheres to the Federal Transit Administration's mandated regulations for Drug and Alcohol Testing.

Employee Signature: _____

Date Signed: _____



**TOTAL
TRANSPORTATION
CORP.**



EMPLOYEE MANUAL

TABLE OF CONTENTS

WELCOME TO TOTAL TRANSPORTATION CORP.	1
THE MANUAL	2
INTRODUCTION	3
CONSEQUENCES OF VIOLATING THE POLICIES	4
ETHICAL STANDARDS / CONFLICT OF INTEREST	4
APPEARANCE AND PROPER CONDUCT	5
OPEN DOOR POLICY	5
EMPLOYEE / EMPLOYER COMMUNICATION	6
EQUAL EMPLOYMENT OPPORTUNITY	6
HARASSMENT POLICY	8
INTRODUCTORY PERIOD FOR NEW EMPLOYEES	10
RESIGNATION	10
JOB CLASSIFICATIONS	10
COMPENSATION POLICIES	11
POLICY ON SALARY DEDUCTIONS FROM EXEMPT EMPLOYEES	11
BENEFITS	12
TIME OFF	12
LEAVE OF ABSENCE	15
FAMILY AND MEDICAL LEAVE ACT POLICY	16
REINSTATEMENT FROM LEAVE	19
UNAUTHORIZED LEAVE	20
WORKERS' COMPENSATION	20
INJURY/ACCIDENT REPORTING	20
ABSENTEEISM AND LATENESS	20
INCLEMENT WEATHER	20
SIGNATURE POLICY	21
EMPLOYMENT OF RELATIVES	21
EMPLOYEE CONDUCT AND WORK RULES	21
ADDITIONAL DUTIES	22
SAFETY	22
TERMINATION	23
SUBSTANCE ABUSE	23
EMPLOYEE DRUG & ALCOHOL ABUSE TESTING POLICY	23
SMOKING	24
OUTSIDE EMPLOYMENT	24
PERSONNEL FILES	24
BULLETIN BOARD	24
SOLICITATIONS	24
EMPLOYEE REFERENCES	24
USE AND PROTECTION OF VEHICLES AND PROPERTY	25
WORKPLACE MONITORING	25
VISITORS IN THE WORKPLACE	25
UNAUTHORIZED TRANSPORTATION	25
PREMISE PARKING WAIVER OF CLAIM AND RELEASE OF LIABILITY	26
ELECTRONIC TECHNOLOGY RESOURCES	26

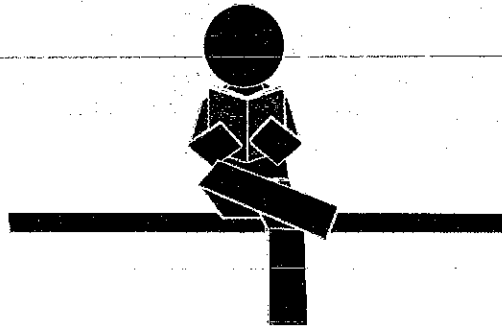
INTERNET AND SOCIAL MEDIA GUIDELINES.....	27
MEDIA COMMUNICATIONS	28
ACKNOWLEDGEMENT	29

**WELCOME TO TOTAL TRANSPORTATION CORP.**

Total Transportation Corp., hereafter referred to as “TTC” or “the Company”, realizes that its employees are the key to its success. Through the efforts of its employees, TTC intends on remaining a leader in its field. To achieve this goal, the Company realizes the importance of establishing policies and procedures for its employees. This Employee Manual will familiarize you with the various aspects of working for TTC and should be used as an invaluable source for understanding the Company. This manual is not a binding contract or agreement between the Company and its employees. Unless set forth otherwise in a written agreement, including a collective bargaining agreement, your employment with the Company is at-will, meaning the Company may terminate the employment relationship with or without cause or notice. If you have any questions about the nature of your employment or the meaning of our at-will policy, please contact the Human Resources Manager.

No one other than Agostino Vona is authorized to modify or add to our policies or enter into an employment agreement on behalf of the Company. If you have any questions about any subject in this manual, please do not hesitate to ask either your supervisor or any member of the management team. We hope that you will enjoy and benefit from your employment with the Company and take pride in contributing to the business objectives of the enterprise. We extend our best wishes to you and thank you for taking this first step in establishing a constructive relationship with the Company.

Agostino Vona
President / CEO



THE MANUAL

This Employee Manual is designed for employees of TTC. Due to the dynamic nature of the organization, the information contained within is subject to change. TTC reserves the right to change these policies at any time without notice. Moreover, TTC reserves the sole right to interpret the provisions contained in this manual.

This manual provides an overview of your Company, your advantages, and your responsibilities as an employee of TTC.

This manual is not a binding contract or agreement between the Company and its employees. The information outlined should not be interpreted as an obligation or promise regarding any matter. All employment at TTC is at-will. No individual is authorized to make oral exceptions to this policy. Agostino Vona, however, may provide written exceptions at his discretion.

The Company's policies, practices, and benefits are continuously reviewed and updated. Therefore, you should always communicate with your supervisor to stay aware of any changes. Company benefit plans are defined in legal documents such as insurance contracts, official plan texts, and trust agreements. If a question should arise as to the nature and extent of plan benefits, or if there is conflicting language, the formal language of the plan documents will govern.

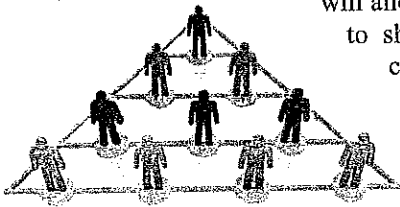
The policies and procedures in this manual apply to all employees of the Company. If you are covered by a collective bargaining agreement, terms of that agreement that specifically contravene this manual will supersede this manual.

INTRODUCTION

The goal of this Employee Manual is to provide a guideline of the basic duties, requirements and responsibilities of all who are employed by the Company. Our integrity and reputation depend on our ability to do the right thing, even when it is not the easy thing. This manual is a collection of rules and policies intended to assist employees in making decisions about their conduct in relation to the Company's business. The manual is based on our fundamental understanding that no one at TTC should ever sacrifice integrity – or give the impression that they have – even if they think it would help the Company's business.

Each of us is accountable for our activities, and each of us is responsible for knowing and abiding by the policies that apply to us. Managers have a special responsibility, through example and communication, to ensure that employees under their supervision understand and comply with the manual and all TTC's policies. Ultimately, the personal integrity and honesty of every TTC employee defines the character of our Company. Never underestimate the importance of your own ethical conduct to the business and success of TTC and, in turn, to your success as an employee.

The Company has a dedicated management team committed to providing its employees with an environment that will allow them to succeed. The main objective of management is to be aware of and to share in the dedication and support of its employees. Maintaining a comfortable working environment, fairness in compensation, and consistency in administering Company policy will be major factors in determining the Company's success. The management's concern for its employees will continue to be of utmost importance, along with the Company's obligation to provide efficient, safe, reliable, and courteous service to its customers.



All employees assume the responsibility of understanding and carrying out the duties and responsibilities set forth in this manual.

Wherever the masculine gender is used in this manual, its intent is to include, in each instance, the feminine gender in the like manner for all purposes.

Areas Not Covered By the Manual

It is the employee's responsibility to confer with his supervisor or the Human Resources Department when experiencing a situation not covered by the manual or if it is not clear whether the situation is covered by the manual.

CONSEQUENCES OF VIOLATING THE POLICIES

At TTC, all employees are accountable for their actions. This manual provides a framework to guide employees in their actions. All employees must read and be familiar with the manual and comply with its terms as a condition of employment. The policies may change from time to time and you are responsible for knowing and complying with those changes. If you violate the policies, you may be subject to corrective action, including termination of employment. We expect all employees to act in a manner that best serves our customers and colleagues. That means being honest and trustworthy, preserving confidential information, and avoiding any unethical behavior.

Compliance with the policies and procedures applicable to you is a term and condition of employment by TTC. Violations of any laws or regulation that relate to the operation of the business or the applicable policies and procedures, or failure to cooperate as directed by the Company with an internal or external investigation may result in corrective action, up to and including immediate termination of employment. The Company will take all reasonable actions to enforce these policies and procedures. In cases where a violation of the policies could cause the Company irreparable harm, it may seek injunctive relief in addition to monetary damages.

You must promptly report any known or suspected violation of the manual or any applicable law or procedure, whether the violation involves you or another person subject to the applicable law or procedures. In addition, you should report any illegal conduct, or conduct that violates the underlying principles of the manual, by any of our customers, suppliers, workers, business partners, or agents. *If something does not look right, say something.*

ETHICAL STANDARDS / CONFLICT OF INTEREST

The Company expects all employees to maintain the highest standards at all times. If you have any doubt whether an activity meets our ethical standards or whether it compromises the Company's reputation, please discuss it with your manager or supervisor.

All business transactions must be conducted in accordance with the highest professional standards in an amicable and businesslike manner.

At no time may you willfully attempt to mislead, deceive, or otherwise misrepresent our services, prices or other aspects of our operation. This policy extends to our customers, suppliers and all others having dealings with the Company. Furthermore, employees' personal appearance and conduct must reflect a positive image in keeping with that of the business and their respective duties. Off-duty activities must not bring discredit to the Company or the employee's position of employment within the Company.

Lastly, all employees should be mindful of their right and responsibility to safeguard the interests of the Company and to report all matters and actions that appear contrary to the Company's interest. Management can then take the appropriate action to deal with the situation and, in doing so, protect the interest and welfare of the Company and its employees.

APPEARANCE AND PROPER CONDUCT

The Company values the appearance of its employees when they report to work. It is a reflection of the pride we have in the Company and our high standards of professionalism. In dress, as in other business conduct, judgment, good taste, and sensitivity to customers and colleagues are important.



To impress members of the public and industry representatives favorably, it is important for all employees to present a businesslike appearance. As a rule, clothing must be neat, clean and pressed. Clothing must not be distracting, tight or revealing. Torn or frayed clothes, denim, sweat suits, leggings, beachwear, beach-style shoes, sneakers, slippers, shorts, halters, tank tops, crop tops, miniskirts, and hats or caps are inappropriate for the workplace. In addition, clothing that bears profane or offensive words or logos are strictly prohibited.

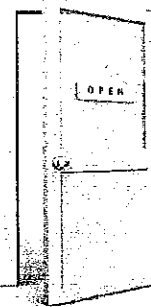
Employees that are required to wear a uniform must wear uniforms supplied by the Company. Those not required to wear a uniform must adhere to the Company's dress code as set forth above.

It is the employee's responsibility to maintain cleanliness in all respects. This includes, but is not limited to, bathing regularly, using deodorant, and washing hands often, especially after using the toilet. Employees must refrain from applying excessive amounts of cologne or perfume.

In the same way that appearance is important, the manner of speaking is equally as important. It is imperative that employees use proper and polite language when in conversation with colleagues, transit officials and passengers. As a rule, please refrain from profane or other inappropriate language.

OPEN DOOR POLICY

We value all of our employees' opinions and understand the importance of working together as a team. For that reason, our managers adhere to an open-door policy, and we always encourage you to contribute suggestions and ideas that you feel may better our business. The Company believes that suggestions from its employees are important and therefore worthy of consideration. If you have any suggestions or ideas that you feel would benefit the Company, please communicate them to your supervisor. Managers and supervisors are expected to listen to constructive ideas and employee concerns to encourage employee input and seek resolution to employees' problems and/or issues.

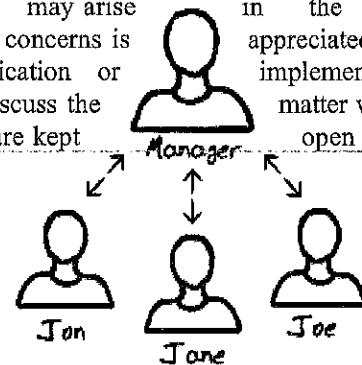


EMPLOYEE / EMPLOYER COMMUNICATION

The Company understands that various employee problems and concerns may arise in the normal course of business. Therefore, the immediate communication of these concerns is appreciated. If problems or disagreements arise from the interpretation, application or implementation of the work rules and policies in this manual, you should immediately discuss the matter with your supervisor. Most problems can be resolved if the communication lines are kept open between supervisor and employee.

The following steps should be taken when a situation occurs:

- The employee should approach his immediate supervisor to communicate his concerns.
- After gathering all the necessary facts from the employee, the supervisor should then provide an answer or solution.
- If the employee is dissatisfied with the solution provided to him, the issue can be brought to a manager.
- If the issue remains unresolved, the Manager will submit a written statement to a higher authority. Additional information may be needed depending on the facts submitted. An answer to the case will be provided as promptly as possible.



EQUAL EMPLOYMENT OPPORTUNITY

The Company maintains a strict policy of equal employment opportunity. We endeavor to ensure equal employment opportunities for all employees and applicants. It is Company policy to recruit, hire, promote, compensate, train, and extend other privileges of employment without regard to an individual's sex (including pregnancy, childbirth, or a related medical condition), race, color, creed, ethnicity, sexual orientation, gender identity, religion, religious affiliation, national origin, ancestry, citizenship status, age, disability, marital or familial status, veteran status, military service or obligation, having a GED rather than a high school diploma, genetic traits, source of income, domestic or sexual violence victim status, use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or any other protected status under applicable law. We recruit, hire, promote, compensate, train, and extend other privileges of employment based on personal competence and potential for advancement.

- Accommodation for Disability

The Company is committed to providing equal employment opportunities to individuals with one or more disabilities. As such, the Company will accommodate employee and applicant disabilities to the full extent required by law. If you need an accommodation for a disability, please contact Human Resources.

- **Accommodation for Pregnancy**

The Company will provide a reasonable accommodation to the needs of an employee for her pregnancy, childbirth, or related medical condition that does not cause undue hardship in the conduct of the business. The employee must, with reasonable accommodation, satisfy the essential requisites of the job.

- **Non-Retaliation**

The Company will abide by the no-retaliation provisions of all applicable laws and regulations governing the employment relationship, and will not tolerate retaliation against an employee who engages in protected or concerted activity.

Harassment-Free Workplace

TTC is committed to maintaining a professional and collegial work environment in which all individuals are treated with respect and dignity. Accordingly, no form of harassment or inappropriate conduct is tolerated by or against employees, customers, vendors, contractors or any other individuals who conduct business with the Company. In accordance with city, state and federal law, TTC strictly prohibits sexual, religious, racial or any other form of harassment, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct that creates an intimidating, hostile or offensive working environment. Any employee who feels that he has been subjected to a form of harassment prohibited by this policy should follow the Company's procedure detailed on the next page.

Employees are required to cooperate with the Company to promote equal opportunity and prevent inappropriate conduct, and managers are expected to create an atmosphere where complaints of violation of this policy can be voiced without fear of intimidation or retaliation. Employees who have questions or concerns about this policy or about their responsibilities are strongly urged to discuss them with Human Resources, Carmelo Aquilia, Todd Farber, or Mary Rohan.

Any violation of this policy, including inappropriate actions or failure to act, may result in corrective action, up to and including immediate termination of employment. This policy applies not only in all TTC work locations including its vehicles, but also to any work-related activities outside the workplace, such as business meetings and business related social events.

HARASSMENT POLICY

Total Transportation Corp. strongly believes that all people have the right to work in an environment free from any form of unlawful harassment, including sexual harassment. Therefore, Total Transportation Corp. strictly prohibits unlawful harassment based on sex, race, color, creed, sexual orientation, gender identity, religion, religious affiliation, national origin, citizenship status, age, disability, marital status, veteran status, military service or obligation or any other protected status under applicable law. Total Transportation Corp. will not tolerate any unlawful harassment by or against any of its employees, vendors, suppliers, or other third parties, either on Company premises or off premises while on Company business.

Harassment includes, but is not limited to, the following:

1. Verbal harassment, such as epithets, comments about a person's appearance or personal life, derogatory comments or slurs;
2. Physical touching, such as assault, impeding or blocking movement or any physical interference with normal work or movement when directed at an individual (e.g. massaging someone's shoulders, touching someone's hair or clothes, or intentionally brushing up against another's body);
3. Visual forms of harassment, such as displaying or circulating, on paper or electronically (e.g. in email or on the internet), any derogatory object, poster, cartoon, drawing, picture, video, or text that is offensive or shows hostility or aversion toward a particular protected characteristic, including so-called "jokes";

4. Requests for sexual favors or unwanted sexual advances or flirtations;
5. Conditioning any term or benefit of employment upon sexual favors (or implying that such is a condition of employment), or
6. Any other conduct that unreasonably interferes with an employee's job performance or that creates an intimidating, hostile or offensive working environment.

Employee Relationships

This policy does not prohibit completely consensual relationships between employees with the exception of relationships between Managers/Supervisors and subordinates, but both parties must be conscious of the contours of such a relationship in today's climate. Specifically, both parties must realize the potential dangers that exist when co-workers are involved in a relationship. If one of the parties no longer wants the relationship to continue (i.e. withdraws his or her consent), the relationship must cease immediately.

We Encourage Employees to Report Harassing Conduct

We encourage employees to report unlawful harassing conduct, and assure you that you will not face any adverse treatment by the Company or any employee for reporting harassment in good faith or participating in the investigation of a harassment complaint. Without your full cooperation, our efforts to investigate such allegations may be hindered.

How to Report Possible Unlawful Harassment

Any employee who is subject to or witnesses possible unlawful harassment must immediately report it to the attention of Carmelo Aquilia at 3167 Atlantic Avenue, Brooklyn, NY 11208, (718) 647-2988 or Todd Farber at 400 Stanley Avenue, Brooklyn, NY 11207, (718) 647-2988. If you do not feel comfortable going to them, you can go to Mary Rohan at 234 Logan Street, (718) 647-2988, Deirdre Walters at 233 Norwood Avenue, Brooklyn, NY 11208, (718) 647-2988, Treena Sherman at 400 Stanley Avenue, Brooklyn, NY 11207, (718) 647-2988, or Angela Burgess at 612 Wortman Avenue, Brooklyn, NY 11208, (718) 647-2988. Any supervisor who becomes aware of unlawful harassing conduct must immediately report it to any of the above Managers.

Confidentiality will be maintained to the greatest extent possible, consistent with our obligation to conduct a thorough investigation. The matter will be thoroughly investigated and, after reviewing all the evidence, a determination will be made concerning whether reasonable grounds exist to believe that unlawful harassment has occurred. Neither the complaining party nor the alleged harasser will participate in reaching that conclusion. The Company will then take appropriate action.

Any employee who engages in unlawful harassing conduct will be disciplined, up to and including immediate termination. We will not accept any excuses, including that the employee "did not mean any harm" or "was just kidding." Additionally, a person who engages in unlawful harassment may be personally liable to the victim for monetary damages.

INTRODUCTORY PERIOD FOR NEW EMPLOYEES

All employees, including re-employed individuals, begin their employment with a three-month introductory period. During this three-month period of continuous service, employees are given an opportunity to demonstrate their performance capabilities and can assess whether the position is suited to them, and their manager can assess if they are appropriately qualified and suited for the position.

This policy applies to all newly hired and rehired individuals. It does not apply if an employee transfers or is promoted into a new position or if an employee joins the Company through a merger or acquisition.

The designation of this period does not constitute an obligation on the part of the Company to retain the employee until the end of the period specified. During an employee's introductory period (and throughout employment with the Company), an employee's employment may be terminated at any time without warning. Even after completion of the introductory period, your employment remains at-will.

RESIGNATION

Employees may voluntarily resign at any time. If you intend to resign from the Company, you must notify the Human Resources Department in writing at least two weeks in advance of your last day. Your notification will allow us to properly plan the work for your department and process any necessary paperwork regarding your benefits and pay. Prior to the receipt of your final paycheck you will be required to return all Company property provided to you during your employment. This includes, but is not limited to, handbooks, jacket, Company bag, identification cards, maps and uniforms, etc.

Employees who resign without two weeks' notice will not be paid for unused vacation time and may not be eligible for rehire.

JOB CLASSIFICATIONS

The Company places its employees into various departments. Management will evaluate any requests by employees to switch between positions. Part-time employees are those employees that are regularly scheduled to work less than 30 hours per week. Full-time employees are those employees that are regularly scheduled to work 30 or more hours per week.

COMPENSATION POLICIES

It is your responsibility to accurately record and report your work hours. The standard pay period is based on a 40-hour week or other schedule mutually agreed upon between the Company and employee. The pay period begins on Saturday and ends on Friday. Paychecks are given out every Thursday and cover the previous work period. When payday falls on a holiday, paychecks are distributed on the last working day prior to the holiday. Direct deposit of checks is available after one year of employment; please inquire with Human Resources.

The Company will pay overtime in accordance with applicable law. A manager must approve any overtime in advance.

A voucher attached to your paycheck indicates earnings and payroll deductions. Employees must submit payroll questions in writing, and we encourage employees to submit such questions.

Your immediate supervisor will submit an employee evaluation on your anniversary date of hire that will be among the factors that determine if you will receive a salary increase. Factors that may determine an increase are attendance, punctuality, attitude, work ethic, quality of work, and reliability.

<input checked="" type="checkbox"/>	Excellent
<input type="checkbox"/>	Very good
<input type="checkbox"/>	Good
<input type="checkbox"/>	Average
<input type="checkbox"/>	Poor

A garnishment is legal permission for creditors to collect part of an employee's pay directly from the Company. Although the Company does not wish to become involved in an employee's private matters, we are compelled by law to administer the court's orders. Employees are encouraged to resolve these matters privately to avoid the Company's involvement.

POLICY ON SALARY DEDUCTIONS FROM EXEMPT EMPLOYEES

Federal regulations govern what deductions the Company can make from an exempt employee's salary. Appropriate deductions are limited to:

1. Deductions for one or more full day for personal reasons other than sickness or disability
2. Deductions for one or more full day occasioned by sickness or disability, made in accordance with a bona fide plan, policy, or practice of providing compensation for loss of salary occasioned by such sickness or disability. Such deductions may be made before the employee qualifies under the plan, policy or practice, and after the employee exhausts the leave allowance
3. An offset of the amount received by the employee as jury fees, witness fees, or military duty pay
4. Penalties imposed in good faith for infractions of safety rules of major significance
5. Unpaid disciplinary suspensions of one or more full day imposed in good faith for infractions of written work rules

Additionally, an employer is not required to pay a full week's salary in the initial and terminal weeks of employment, nor for weeks in which the employee takes unpaid leave under the Family and Medical Leave Act.

If you discover an improper deduction from your salary, you must immediately submit a written statement to your supervisor setting forth the deduction at issue and why you claim it is improper. If our investigation confirms that the deduction was improper, the Company will promptly reimburse you for the amount improperly deducted. If you do not know if you are an exempt employee, please speak to the Human Resources Department.

BENEFITS

The Company offers various benefits to full-time employees of Total Transportation Corp. For union employees, eligibility and participation for benefits will be determined in accordance with the applicable collective bargaining agreement. The information herein does not include all of the details contained in the applicable insurance contracts and plan documents. If there is a discrepancy between this information and the governing documents, the governing documents will control. The Company reserves the right to amend, modify, reduce, terminate, or change eligibility requirements or benefits for the Company benefits plan at any time. The Company benefits plan does not create a contract or guarantee of employment between the Company and any individual.



Eligible employees may participate in the medical benefit plan after completing the appropriate waiting period. The benefits plan is a cost-sharing plan between the Company and the employee. This means that employees who choose to take part in the medical benefit plan will have deductions taken from their paychecks to cover the employee's portion of the premium and the Company will cover the remainder. Employee contributions are deducted on a pretax basis and are dependent on the type of plan you choose. Other than as required by law or an applicable collective bargaining agreement, the Company will not provide medical coverage for any employee who takes a leave of absence, including employees on workers' compensation or disability. This applies to court-ordered medical coverage.

The Company may also offer Basic Life Insurance, Supplemental Life Insurance, and Long Term Disability Insurance policies, as well as participation in a 401(k) plan. For more information on which of these benefits is available, please contact the Human Resources Department.

TIME OFF

Paid time off provides a competitive benefit that recognizes and rewards employees for their service. It also provides employees time away from work emphasizing the importance of rest, relaxation and balancing professional and personal matters. Types of paid time off include **Holidays**, Paid Time Off (PTO) days, and **Vacation**. All time off requests must be submitted in writing. This section applies only to non-union employees. Time off for union employees is established by the applicable collective bargaining agreement.

- Holidays

Full-time employees are eligible for paid holidays after their three-month introductory period. If you are scheduled to work a holiday or the day observed for that holiday, you are required to work and will be paid an additional day's pay. Employees must work their full scheduled days before and after the holiday in order to receive holiday pay.

The Company observes six (6) holidays for employees as paid time off from work.

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

- Paid Time Off (PTO) Days

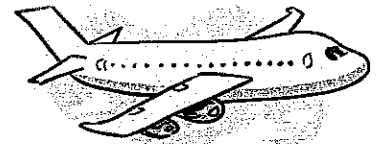
Non-Exempt Employees: After one year of continuous employment, full-time non-exempt employees are eligible for two PTO days. Unused PTO days may not be carried into the next year and are forfeited. The Company will not pay an individual for those unused days under any circumstances.

Exempt Employees: After one year of continuous employment, full-time exempt employees are eligible for five PTO days. Unused PTO days may not be carried into the next year and are forfeited. The Company will not pay an individual for those unused days under any circumstances.

If you are not sure if you are exempt or non-exempt please ask the Human Resources Department.

- Vacation

Vacation time is paid time away from work provided to eligible employees. Vacation allowance is based on an employee's status at the Company as well as the employee's length of recognized service. Employees must obtain their manager's approval for usage of vacation time.



Y After one (1) year of continuous employment, full-time employees earn one (1) week vacation.

Y After three (3) years of continuous employment, full-time employees earn two (2) weeks' vacation.

You must use accrued vacation as time away from work; the Company will not issue vacation pay while you work. Unused vacation time may not be carried into the next year and is forfeited. If employment is terminated for any reason other than through the fault of the employee, you will be paid for unused earned vacation time. If employee resigns without two weeks' notice, unused vacation time will not be paid.

New York City Sick Leave Law

Employees who are not yet eligible for time-off under the Company's paid time off policies may be entitled to paid sick leave under the New York City Earned Sick Time Act, which requires that covered employers provide up to forty hours of paid sick time per year to each eligible employee. Any person employed within New York City for more than eighty hours in the calendar year accrues sick time at the rate of one hour for every thirty hours worked. Accrual is based on hours worked, not hours paid, so non-working time such as holidays and vacations do not count. Accrual begins from the first day of employment, but you cannot use the leave until after 120 days of employment.

Sick time under the New York City Earned Sick Time Act must be taken at a minimum increment of four hours (unless you have not yet accrued four hours, in which case the minimum increment will be the amount of leave you have accrued).

Employees may take sick leave under the New York City Earned Sick Time Act for their own mental or physical illness, injury, or health condition. Employees may also take sick leave for themselves and/or to tend to eligible family members who: (1) need a medical diagnosis; (2) require care or treatment of a mental or physical illness; (3) have an injury or health condition; or (4) need preventative medical care. A "family member" is an employee's child, spouse, domestic partner or parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner. ("Domestic partner," in turn, requires that the partnership be registered with the City Clerk.)

You must provide us with seven days' notice of the need for leave if the need for leave is foreseeable. If the need for leave is not foreseeable, you must notify us as soon as practicable. If you are absent for more than three consecutive days we may require documentation from a licensed health care provider establishing the need for and duration of the leave.

Unused sick time under the law will not be paid out. Instead, unused time under the law is carried over to the following year. However, in any event you are limited to using a maximum of 40 hours of leave per year under the New York City Earned Sick Time Act.

Further information about the New York City Earned Sick Time Act can be found on the webpage for the New York City Department of Consumer Affairs, <http://www.nyc.gov/html/dca/html/home/home.shtml>.

Employees who have accrued at least forty hours of paid time off under the Company's paid time-off policies may use the first forty hours of such time for the same purposes and under the same conditions as leave time accrued under the New York City Earned Sick Time Act. However, those employees who have accrued at least forty hours of paid time off under the Company's policies do not receive any additional time off under the New York City Earned Sick Time Act beyond the hours accrued under the Company policy. Accordingly, the remainder of their time off must be used in accordance with Company policy.

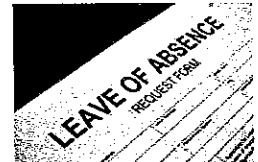
Employees who have accrued some but less than forty hours of paid time off under the Company's paid time-off policies may use such time for the same purposes and under the same conditions as leave time accrued under the New York City Earned Sick Time Act. However, such employees will only accrue enough additional paid sick leave under the New York City Earned Sick Time Act to bring them up to the forty hours total of leave allowed under the New York City Earned Sick Time Act.

- Other Times Out of Work

An employee must notify his supervisor at least one hour prior to the start of his scheduled workday in the event he will not be able to work that day. Employees who become ill during working hours must inform their supervisor if they need to go home or see their doctor. If an individual is sick and needs to be out for a longer period, you may be required to present a doctor's note.

LEAVE OF ABSENCE

A leave of absence is without pay and, except as required by law, the employee is responsible for paying all benefit plan costs in advance. Moreover, except as required by law, for leaves of absence longer than thirty (30) days the employee shall not accrue seniority or benefits. A written request for a leave of absence, providing full explanation of the circumstances, must be presented to the employee's immediate supervisor at least thirty days before the start date of the leave of absence. Failure to report to work on the first day after the expiration of the leave of absence is considered a voluntary termination of employment. Any employee who accepts other employment or performs other work during a leave of absence will be deemed to have resigned his employment with the Company.



- Personal Leave of Absence

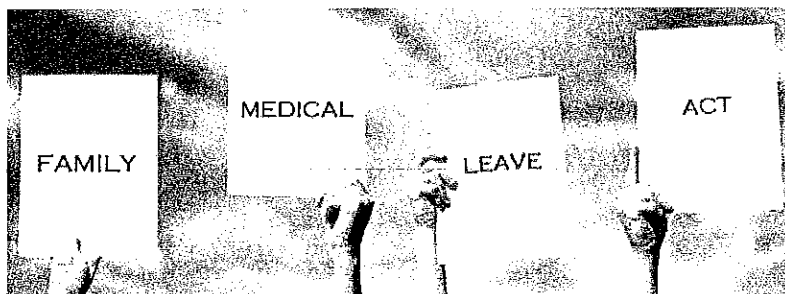
The Company may grant an unpaid leave of absence in hardship cases. A personal leave of absence may be granted for up to a maximum of 30 days or in accordance with applicable law. A leave of absence will not be granted for other employment reasons.

- **Family and Medical Leave of Absence**

FAMILY AND MEDICAL LEAVE ACT POLICY

If you have worked for the Company for a minimum of one year and have worked 1,250 hours or more during the 12 months prior to requesting leave, you are eligible for family and medical leave. This determination will be made as of the projected first day of leave. Please note the 1,250-hour requirement refers only to "working hours", not paid hours.

If you are eligible, you will be allowed up to 12 weeks of unpaid leave within any 12-month



period for the birth or adoption or foster care placement of a child, to provide either physical or psychological care for a child, spouse, or parent with a serious health condition, or to care for your own serious health condition. You are also eligible for up to 26 weeks of leave during a 12-month period to

care for a child, spouse, parent, or next of kin who is an active service member in the Armed Forces.

All leave taken will count against your annual FMLA leave entitlement.

You must conclude leave for the birth or placement of a child for adoption or foster care within 12 months after the event. Leave may begin prior to birth or placement, as circumstances dictate.

To qualify for medical leave based on a serious health condition, the condition must entail an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.

For more information about family and medical leaves of absence, please contact the Human Resources Department.

INTERMITTENT OR REDUCED LEAVE

In the case of your own serious health condition or that of a family member, you may take leave intermittently or on a reduced work schedule when medically necessary. When the leave is for birth or adoption or foster care placement of a child, you may take leave intermittently or on a reduced work schedule only with the joint approval of you and the Company.

If you request intermittent or reduced leave status, the Company may temporarily transfer you to another position of equivalent pay and benefits in order to better accommodate your leave.

USE OF PAID TIME-OFF BENEFITS

You may elect to substitute paid time off benefits, such as accrued vacation or sick pay, for the unpaid time off. Using paid time off benefits does not add to the total length of leave. If you do not choose to substitute accrued paid leave, the Company will require you to substitute paid leave for unpaid FMLA leave.

PAY REDUCTIONS FOR EXEMPT EMPLOYEES

If you are an exempt employee, reducing your pay for partial days off will not impact your exempt status under the Fair Labor Standards Act.

LEAVE PROVISIONS FOR SPOUSES BOTH WORKING FOR THE COMPANY

If leave is taken for the birth or adoption or foster care placement of a healthy child, or to care for a sick parent, the maximum combined leave for both spouses is 12 weeks. If leave is taken to care for an ill child or spouse or for the employee, each spouse is entitled to 12 total weeks of leave.

JOB RESTORATION

Most employees granted FMLA leave will return to the same position held prior to the leave, or one that is equivalent in pay, benefits, and other terms and conditions of employment.

Certain highly compensated ("key") employees (salaried employees who are among the highest paid ten percent of the employees) are eligible for leave, but are not guaranteed restoration to their position if restoration to employment will cause substantial and grievous economic injury to the operations of the Company.

MEDICAL BENEFITS

Your health care benefits will continue during your leave. Both the Company and you will continue to pay your customary portions of the monthly premium, as applicable. You must make such payments to the Company at the same time it would be made if by payroll deduction. If your payment is more than 30 days late, the Company, upon 15 days written notice, may drop you from coverage in the group health benefit plan. Such notice will advise you that coverage will cease on a specific date (at least 15 days after the date of the notice) unless your payment is received by that date. If your coverage ceases as a result of failure to pay your portion of the premiums, upon your reinstatement, you (and your family, if applicable) will be entitled to participate in the plan under the same conditions as if you did not take a leave or miss any payments.

If you do not return from leave, under certain circumstances you may be required to repay the Company's portion of the premium payment.

NOTIFICATION

You must provide the Company 30 days' written notice of your need for leave, or if emergency conditions prevent such notice, you must notify the Company as soon as practicable. You may need to report periodically on your status during the leave period.

CERTIFICATION

The Company requires that you provide medical certification of the need for leave to care for your illness or injury or that of a family member. You must obtain the following information from a qualified health care provider and submit it to the Company on the form provided:

- *The date the serious health condition began;*
- *The expected duration of the condition or the time you are needed to care for your family member (including recurring medical treatments);*
- *If caring for a family member, a statement that you need to care for the ill person and the estimated length of the leave or if caring for yourself, a statement that you cannot perform the functions of your job; and*
- *If you request intermittent leave, certification of medical need for intermittent leave or a reduced work schedule and an estimated schedule of the intermittent leave.*

DISPUTE RESOLUTION

If there is a dispute about the medical opinion provided by your physician, the Company may require a second opinion by a physician of its choice, at its expense. The physician may not be employed on a regular basis by the Company. If a third opinion is necessary, a third doctor may be selected, also at the Company's expense. The doctor must be agreed upon by both you and the organization, and may not be employed on a regular basis by the Company.

RELEASE TO RETURN TO WORK

A doctor's release is required if you are returning from a medical leave of one week or longer.

CONFLICT WITH LAW

In the event any provision in this FMLA policy conflicts with the FMLA or an applicable collective bargaining agreement, the FMLA and/or the collective bargaining agreement shall govern.

PROBLEM RESOLUTION

Total Transportation Corp. will not discharge or discriminate against any employee exercising his or her rights under the Family and Medical Leave Act. Employees represented by a union who think they have been treated unfairly should contact their union representative, and any problems shall be resolved through the grievance and arbitration procedure outlined in the collective bargaining agreement. Non-union employees who think they have been treated unfairly should contact their manager or supervisor; if for any reason the problem cannot be resolved at that level, please contact Agostino Vona or Mary Rohan, and the decision of Mr. Vona will be final and binding.

- Military Leave of Absence

The Company complies with all military laws including the Uniformed Services Employment and Reemployment Rights Act.

- Jury Duty Leave of Absence

The employee must give a copy of the jury notice to his supervisor as soon as possible. If you are called to serve, the Company will pay up to four days of wages. If you are released early or are not called on a particular day, you must report to work. The Company will not retaliate against an employee for serving jury duty.

- Bereavement Leave of Absence

In the event of a death in your immediate family, you may have up to three paid working days to handle family affairs and attend the funeral. "Immediate family" is defined as father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents and grandchildren. A copy of the death certificate must be submitted by the employee to the Company in order for the time off to be paid.

REINSTATEMENT FROM LEAVE

Employees who are scheduled to return from any paid time off (including holidays, vacations, jury duty, bereavement leave or otherwise) and who fail to return from such time off on their scheduled return date, except if prevented from returning to work by circumstances beyond the control of the employee which could not be reasonably anticipated, i.e. illness of the employee or a death in his immediate family, will be considered resigned from the Company. In the case of illness of the employee or a death in his immediate family, the employee must furnish documentary proof, i.e. a doctor's note or proof of death.





Provided that the above conditions are met and business conditions permit, the employee will be reinstated to the same or an equivalent job at equivalent compensation at the end of the leave. If business conditions do not permit, the employee will be offered other available job opportunities within the Company. Exceptions may apply for certain highly compensated employees under certain conditions.

UNAUTHORIZED LEAVE

If an employee is absent for three consecutive days without notifying Human Resources or their immediate supervisor, he will be considered as having resigned voluntarily.

WORKERS' COMPENSATION

Employees are responsible for reporting all injuries incurred on the job to the supervisor immediately. The Company will pay an employee injured on the job through the end of the workday on which the injury took place. An injured employee who is hospitalized on the day of the injury receives no further wages, but may receive benefits through Workers' Compensation.

The Company and its insurance carrier shall not be responsible for the payment of Workers' Compensation benefits for any injury that arises out of the employee's voluntary participation in any off-duty recreational, social and/or athletic activity.

INJURY/ACCIDENT REPORTING

Regardless of the nature or severity, all injuries and accidents incurred while on the job must be reported to your supervisor immediately. Failure to report an accident or personal injury is grounds for immediate dismissal.

ABSENTEEISM AND LATENESS

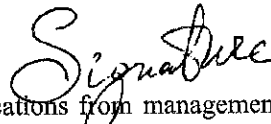
The Company expects employees to be at work on time and to work a full day. An employee who is absent from work, for any reason, must call his supervisor at least 60 minutes prior to the start time that day. ~~Excessive and pattern absences will be carefully monitored, especially Monday and Friday absences.~~ *Out Sick Today... Be Back Soon!* Excessive lateness will also be monitored on a regular basis. If there are excessive absences, it is required that you obtain a doctor's note explaining your absence.

INCLEMENT WEATHER

It is the employee's duty to make diligent efforts to report for work in the event of bad weather such as snow or ice. Our transportation services are ongoing, and all employees are expected to arrive at their scheduled time.



SIGNATURE POLICY



From time to time, you will receive written communications from management on various subjects. Sometimes you will be required to sign a document acknowledging that you received one or more such communications. In such a case, once you receive the subject communication you must sign the acknowledgement. By signing, you are simply acknowledging that you received the communication; the acknowledgment does not demonstrate that you agree with the contents of the communication. Failure to sign such an acknowledgement will result in discipline, up to and including discharge.

EMPLOYMENT OF RELATIVES

The Company has no policy against hiring relatives. However, one general restriction exists to help assure fair treatment of all employees. While we accept and consider applications for employment from relatives, close family members (such as parents, children, spouses, or in-laws or the equivalent of any of these) will not be hired or transferred into positions where they directly or indirectly supervise or are supervised by another close family member. All such relations must be disclosed in writing in advance by all related persons.

EMPLOYEE CONDUCT AND WORK RULES

The Company emphasizes the importance of employee conduct and behavior as an essential part of managing its business and providing safe and reliable service. Therefore, it is essential that all employees understand the guidelines that govern their personal conduct and relations. These rules apply to all employees as well as trainees. Violation of the rules identified may call for some form of disciplinary action. In some cases, the action may be either verbal or written warnings, suspension or discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They represent some but not all types of violations that can result in action and/or discharge.

Conduct violations that may result in disciplinary action or discharge:

- Obtaining employment based on false or misleading information or making material omissions in any documents or records
- Dishonesty, misappropriation, theft or inappropriate removal of property from the Company premises that belongs to or is in the possession of the Company, another Company employee, customer or visitor
- Bringing or possessing firearms, weapons or any other hazardous device on Company property
- Possession, use or sale of any type of drug or any intoxicating beverage on Company property
- Arrival at work under the influence of drugs or intoxicants
- Refusal to take any drug or alcohol tests when required
- Inability to work in a professional manner with other employees.
- Abrasive commenting, harassing (including sexual harassment), threatening, intimidating, assaulting or coercing any other employee
- Retaliating against an employee who engages in protected activity

- Failure to conform to dress codes
- Filing fraudulent Workers' Compensation and/or disability claims
- Improper and/or indecent behavior
- Repeated violations of any rule
- Disobedience, including refusal to do assigned work, defiance of instructions or refusal to perform work in the manner prescribed by a supervisor
- Unsatisfactory job performance
- Violating safety, health, sanitary or disciplinary policies, rules and regulations of the state, transportation authority or Company
- Frequent or excessive lateness or absence from work.
- Falsifying, removing or destroying Company records or releasing confidential information relating to the Company or its employees
- Leaving Company premises or one's job during working hours without notifying the Company or obtaining permission
- Horseplay or any other action that endangers others and causes negligent damage to equipment and Company property
- Smoking in a restricted area or where "No Smoking" signs are posted
- Failure to abide by set standards for lunch and break periods or working unauthorized overtime
- Unsatisfactory work habits such as loafing, wasting time, loitering, sleeping on the job, fighting, provoking a fight, disorderly conduct or improper use of two-way radios
- Insubordination
- Unauthorized use of Company vehicle or other Company property
- Gambling on Company property
- Unauthorized and/or personal use of Company phones
- Excessive or unnecessary personal phone calls on cellular phones or Company phones
- Failure to provide a photocopy of a current, valid driver's license for the personnel file
- Failure to immediately report any unsafe working conditions
- Failure to report an accident or incident

ADDITIONAL DUTIES

In addition to the obvious responsibilities and job tasks applicable to your position, you may be called upon by your supervisor or other members of the management team to perform other duties that you will be expected to assume and perform to the best of your ability. Even if you disagree with the duty, unless it poses a threat to you or somebody else, you are expected to do the work, and if you have any concerns please feel free to raise the issue with management.

SAFETY

The Company expects its employees to conduct themselves in a safe manner. Please use your best judgment and common sense in matters of safety and observe all posted safety rules.




TERMINATION

It is our policy to make a reasonable effort to retain good employees. However, employment at the Company is for no specified time, regardless of length of service. Just as you are free to leave for any reason, we reserve the same right to end our relationship with any employee at any time, with or without notice, for any reason not prohibited by law.

An employee is expected to give at least two weeks' notice before terminating employment. Employees are obliged to return all Company property in their possession upon termination of employment.

SUBSTANCE ABUSE



The Company complies with all local, state and federal laws that apply to the use, sale or possession of prohibited substances. The Company does not tolerate any substance abuse on its premises and/or vehicles while on or off duty. A violation of this policy will result in disciplinary action. Under serious circumstances, suspension, immediate dismissal or possible criminal charges may also be filed against the employee. Any employee who reports to work under the influence of alcohol or illegal drugs will be asked to either leave immediately or, if in a safety sensitive position, will be sent for immediate drug and/or alcohol testing and may not be allowed to perform safety sensitive functions pending the outcome of the test. In addition, individuals abusing over-the-counter drugs or prescription drugs could also be told to leave the office or could be sent for drug and/or alcohol testing. If you are in a safety sensitive position, you must notify your supervisor of any drug usage that could affect your work. Remember, substance abuse is a delinquent and irresponsible act that endangers the safety of our passengers, the public, and you, and deserves disciplinary action. The above also applies to Trainees.

EMPLOYEE DRUG & ALCOHOL ABUSE TESTING POLICY

If you are part of the eligible pool of employees subject to drug and alcohol testing, please note the following:

- Employees who refuse to take the test will be considered to have failed the test and will be terminated
- Any employee who tests positive after submitting to a drug-screening test or does not pass the alcohol test will be immediately terminated
- Obvious presence of any illegal drugs will result in that employee being sent immediately for a drug-screening test
- Any employee who is suspected of selling drugs will be sent immediately for a drug-screening test and may be referred to law enforcement authorities
- Any employee found using illegal drugs on Company property, including the street and sidewalks surrounding Company property and/or in a Company vehicle while on or off duty, will be terminated

The Company's Drug and Alcohol Abuse Testing Policy is available from Human Resources and will control in case of any conflicts with this manual.

SMOKING

State and city law prohibit smoking in the workplace, including Company vehicles and restrooms.

**OUTSIDE EMPLOYMENT**

The Company does not limit an employee's activities during non-working hours unless those activities interfere with or are in conflict with the performance of his job. Secondary employment, however, is allowed only with the prior written notice to management. Work requirements including Company overtime must take precedence over any outside employment. *You must inform your manager immediately, in writing, if you are working a second job.* Working a second job without prior notice will result in termination. The Company discourages its full-time employees from taking employment outside the Company because it is essential that employees be alert at all times. Any employee unable to maintain the high work performance standards because of his second job will be subject to discipline up to and including termination. Working at a second job during working time will result in immediate dismissal.

PERSONNEL FILES

The Company tries to maintain up-to-date personnel files on all employees. It is important to keep your records up-to-date because this information is used for administration and notification in case of emergency. Contact your supervisor or manager if there are any changes in your home address, telephone number, emergency contact, marital status or driver's license. The Company respects your right to have the information in your file treated confidentially.

BULLETIN BOARD

The Company utilizes bulletin boards to rules and management memos. Each is posted. Additionally, posters throughout the facility. Your manager or board and/or poster.



communicate important Company information such as safety employee has the responsibility to read the information that explaining your rights under various laws are posted supervisor can give the location of the nearest bulletin

SOLICITATIONS

Employees may not solicit other employees for any purpose in working areas during working hours. This does not include break or meal times in non-working areas.

EMPLOYEE REFERENCES

The Company will only confirm employee dates of employment, last position held and last salary. All requests for such information must be submitted in writing to the Company's Human Resources Department.

USE AND PROTECTION OF VEHICLES AND PROPERTY

The respect and protection of Company property and employee personal property is everyone's concern. If you find property missing or damaged, please report it to your supervisor immediately. Should you notice an individual damaging Company property, report it to your supervisor immediately. Damaging an employee's or Company property on purpose could result in disciplinary action or immediate termination and possible criminal prosecution.

WORKPLACE MONITORING

Workplace monitoring may be conducted to ensure quality control, employee safety, security and customer satisfaction. Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training.

The Company may conduct video surveillance of workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct and discourage or prevent acts of harassment and workplace violence. The Company is sensitive to the legitimate privacy rights of employees and every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare and avoids potential distractions and disturbances. Due to safety and security reasons, family and friends of employees are discouraged from visiting. In cases of an emergency, employees will be called to meet any visitor outside their work area. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed on Company property, the employee should immediately notify their Supervisor or, if necessary, direct the individual to the main entrance.



UNAUTHORIZED TRANSPORTATION

Employees are not permitted to transport visitors or unauthorized passengers in Company vehicles without the expressed permission of a supervisor or manager. Employees found to have transported unauthorized passengers will be subject to disciplinary action up to and including termination.

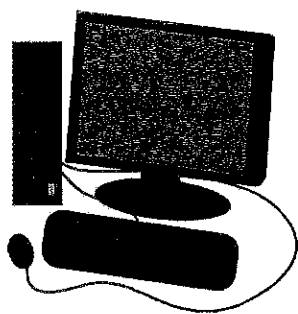
PREMISE PARKING WAIVER OF CLAIM AND RELEASE OF LIABILITY

The Company may allow parking on the premises of our outside lots and indoor garage areas located at 3167 Atlantic Avenue, 3201 Atlantic Avenue, 233 Norwood Avenue, 49 Dinsmore Place, 400-440 Stanley Avenue, and 612 Wortman Avenue. Permission to park on premises does not guarantee a risk free parking area. There are certain risks involved in parking your vehicle on the premises, including theft from/of vehicle, damage by other vehicles/vandalism and damage by adverse weather conditions (this list is not intended to be all inclusive).

- In consideration of being allowed parking privileges at any of the Company locations, as long as permitted by the Company, you hereby waive the right of recovery from, or to bring suit against, Total Transportation Corp. and its employees or agents for any damage to or theft from/of the vehicle, or any other consequences of driving in or parking on the premises.
- Furthermore, you hereby release and agree to indemnify, defend and hold harmless Total Transportation Corp. and its employees or agents from all loss, costs, damages, injury, claims, and intentional acts with respect to the presence or operation of your vehicle at any of the locations.
- You understand that parking on the premises is a privilege, not a right, and failure to abide by parking policies may result in loss of parking privileges.
- The Company may take away parking privileges at any time for any reason

ELECTRONIC TECHNOLOGY RESOURCES

To help you do your job, the Company may provide you with access to electronic technology resources such as computers, telephones, fax machines, e-mail, voice mail or the internet, in addition to other equipment. Please remember these resources are not your personal property; the Company owns them and as such may periodically monitor or review your use of them. You should not expect privacy when using the Company's resources or equipment.



All Company employees, vendors, contractors and business partners have a responsibility to preserve, protect and account for Company information and information systems assets. Information and information systems must be used and managed in such a way as to protect against a variety of threats including privacy violation, theft, destruction and improper or illegal use.

Using the Company's electronic technology resources for abusive, unethical, or inappropriate purposes will not be tolerated and may be considered grounds for corrective action, including termination of employment. Examples of inappropriate usage include, but are not limited to:

- Any action that discloses, reveals, or publicizes any proprietary or confidential material.
- Any action that jeopardizes the integrity or availability of the Company's systems, such as downloading software and interfering with the normal operations of networks.

- Any action that uses the Company's resources for personal business.
- Any action that is unbecoming of an employee, such as gambling, illegal activities, transmitting offensive or discriminatory remarks, accessing, and downloading, uploading or transmitting pornography.

Note: If you receive inappropriate materials (e.g., materials of a sexual or pornographic nature, etc.) via the Company's electronic technology, you should delete or destroy the material immediately. Never forward it to anyone else. If you know the sender, notify them to stop sending you the inappropriate material. Otherwise, do not respond to the sender, they may be attempting to trick you into revealing personal information or to validate your e-mail address.

Keep the following in mind:

- Any use of the Company's equipment must be in a manner consistent with Company policies.
- All information sent from, received, and/or stored on the computer you use is the property of the Company.
- The Company reserves the right to monitor all electronic messages sent and received and to track all internet sites visited, subject to applicable laws and regulations, without prior notice and without your consent.
- The Company reserves the right to review any messages in the Company's voicemail system.

INTERNET AND SOCIAL MEDIA GUIDELINES

We believe in open communication and realize you may want to tell the world about all your positive experiences with the Company. In order to avoid any problems or misunderstandings, please follow these guidelines when communicating on the Internet.

- When you discuss Company matters on the Internet, you must identify yourself with your name and, when relevant, your role at the Company. If you are not an official spokesperson for the Company you must make clear that you are speaking for yourself and not for the Company. You must use a disclaimer like "The postings on this site are my own and do not represent the position of the Company." Please realize that even anonymous postings can be traced back to the Company.
- You are personally responsible for the content of your communication. Please remember that the Internet (and text messages) never forgets. This means everything you publish will be there forever. Common sense must play a huge role here. If you are about to publish something that makes you even the slightest bit uncomfortable, stop – and do not publish it.
- Think about the consequences. Using the Internet to embarrass our customers or your co-workers is not acceptable – and not very smart. Even if you act with the best intentions, anything you publish on the Internet is permanent, which can make it particularly harmful. Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace. Use of discriminatory statements (e.g. racial, religious, disability), about customers or co-workers will subject you to discipline. Please act responsibly.

- Be conscious when mixing your business and personal life. Online, your personal and business personas are likely to intersect. Remember that customers and colleagues often have access to the online content you post. Keep this in mind when publishing information online, and know that information originally intended just for friends can be forwarded to anyone else.
- Company managers and their supervisors may not maintain social media relationships with their subordinates unless they have had a pre-existing social media relationship with that subordinate for at least 12 months. This is designed to protect the Company as well as our managers and supervisors inasmuch as under certain circumstances managers and supervisors can be personally liable for inappropriate comments made to or about employees on social media. Supervisors/subordinates who have had a pre-existing social media relationship for at least 12 months and wish to maintain it must sign a disclaimer, including an agreement that the subordinate will immediately report any improper conduct by the supervisor in accordance with the reporting procedures contained in the Company's harassment policy.

MEDIA COMMUNICATIONS

You should be alert to situations in which others may perceive you as representing or speaking for the Company, especially in public communications, including internet chat rooms, bulletin boards, etc. You may not make any statements on behalf of the Company, or regarding the Company, its business, or its customers or passengers. Refer all media inquiries to Agostino Vona.

Public testimony (as an expert witness or otherwise), publications and speaking engagements relating to the Company's business are subject to pre-clearance. Subpoenas, requests from law enforcement or regulatory authorities, media inquiries, and requests from customers or other individuals for testimonials must be directed to Agostino Vona. Before engaging in any of these activities, consult Agostino Vona.

CONFLICT WITH LAW

~~In the event that any provision herein conflicts with any applicable law, such policy shall be deemed to be rewritten to provide the Company with the maximum protection while complying with the law.~~

ACKNOWLEDGEMENT

I acknowledge receipt of Total Transportation Corp.'s Employee Manual outlining the Company's policies. I will familiarize myself with the information in the Manual and agree to observe these policies in all respects. I understand that the information contained in the Manual represents guidelines only, and that Total Transportation may change, rescind or add to any policies, benefits or practices described in this Manual at any time at its sole and absolute discretion with or without prior notice.

I acknowledge that Total Transportation Corp.'s Harassment Policy is contained in the Manual and agree to comply with the policy. I understand that the policy contains reporting procedures for complaints of harassment, and I agree to follow such procedures. I understand that any employee who engages in unlawful harassing conduct will be disciplined, up to and including immediate termination.

I understand that nothing in the Manual gives me any contractual rights, and that unless otherwise specified in a written agreement, including a collective bargaining agreement, signed by Agostino Vona, employment at TTC remains at-will at all times, and the Company can terminate my employment at any time.

I understand that the following policies are among those contained or incorporated herein, and are available from Human Resources upon request: Ethical Standards/Conflicts of Interest; Equal Employment Opportunity; Harassment; Family and Medical Leave; Accommodation of Disability; Accommodation of Pregnancy; No Retaliation; Signature Policy; Salary Deductions; PTO (Paid Time Off); Vacation; New York Sick Leave Law, Military Leave; Substance Abuse; Drug and Alcohol Testing; Non-Solicitation; Outside Employment; Electronic Technology and Premise Parking. I further understand that there are posters hanging throughout the Company's facilities explaining employee rights under certain laws, and that if I am not sure where such posters are located I will contact Human Resources.

EMPLOYEE NAME (PRINT)

EMPLOYEE SIGNATURE

DATE

WITNESS

Preventive Vehicle Maintenance Program



Total Transportation Corporation

Original Issue

November 2013

TABLE OF CONTENTS

Title	Page #
Introduction	2
Essential Elements of a Successful Preventive Maintenance Program.....	2
Routine Servicing and Maintenance	3
Inspections	3
Replacement versus Repair	4
Warranties	4
Monitor Suppliers	5
Documentation	6
Personnel/Departmental Relationships	7
Training and Diagnosis	7
Vehicle Assignment	8
Measurement of Progress	8
Who Will Maintain the Vehicles.....	8
Summary	9
Selecting the Right Schedule	9
Tables	
Table A Scheduled Maintenance	11
Table B Daily Vehicle Inspection Checklist	22
Table C Mechanics Inspection Report	24
Table D Comprehensive Maintenance Report	25

PREVENTIVE MAINTENANCE PROGRAM

Total Transportation Corporation is committed to maintaining a fleet of safe and reliable vehicles for all contracted operations. The policies and procedures outlined in this document will ensure all assigned vehicles are kept in top operating condition and the out-of-service time by following an in-depth preventive maintenance schedule. Please keep in mind that this document is not all-inclusive. When new vehicles are received from the manufacturer please review the manufacturer's preventive maintenance schedule and incorporate it into your overall maintenance plan. Raising funds to procure a new vehicle is a difficult task. Consequently, the vehicle(s) provided by our clients will need to last for many years. This document offers guidance on how to properly maintain the vehicles and provide a format for safety and mechanical inspections. TTC conducts periodic visits to each operating locations to ensure a comprehensive preventive maintenance program is in place.

Introduction

Preventive Maintenance is essential to every effective maintenance program as it helps to ensure maximum vehicle reliability, safety, and longevity. It entails performing regularly scheduled maintenance procedures in order to minimize malfunctions, rather than simply making repairs when something goes wrong. It also involves performing necessary repairs promptly to prevent further damage and maintain vehicle safety. While PM may be more expensive in the short run, it will likely result in the lowest overall life cycle costs when all vehicle related expenses are considered.

Before taking delivery of a new vehicle each operating location will develop a comprehensive preventive maintenance program tailored to the specific make and model of the vehicles. This section is designed to help develop such a program, since maintaining vehicles and keeping accurate, complete records is as important to successful service as the vehicle purchase itself.

Preventive Maintenance Program Elements

A successful PM program consists of a number of different elements. The following discussion highlights these elements and the issues that should be considered when developing the location's PM program.

Routine Servicing and Maintenance

Routine servicing and maintenance is the heart of any PM program. Every vehicle has its own maintenance requirements and recommended program lay out by the manufacturer. In many cases, it will be desirable to exceed the recommendations, depending on factors such as weather, terrain, service type, and annual mileage. Maintenance intervals should never exceed those recommended by the manufacturer. Table A and B lists items to be considered in developing a PM schedule for the expected life of the vehicle.

In establishing your service program, consider the following guidelines:

- Make all service intervals mileage multiples of some common denominator. For example, if the oil change interval is 3,000 miles, consider performing tire rotations every 6,000 miles and transmission fluid services every 24,000 miles. Consistent service intervals increase the efficient use of labor and minimize the number of times the vehicle is in the shop.
 - Consider seasonal variations that may alter service intervals. For example, harsh winters may dictate shorter oil change intervals due to cold starts/running and earlier replacement of air filters when operating
-

over salted or sanded roads. Also, plan seasonal fleet-wide service checks, such as a spring campaign to prepare air-conditioning systems for the summer, and a fall campaign to prepare for adequate winter heating and defrosting.

- Consider local conditions when planning your maintenance program. For example, services operated over unpaved, dusty roads may require more frequent oil changes and shock absorber replacement. Constant slow or stop-and-go driving and low annual mileage are other examples of situations where service intervals for some items should be shortened.
- Have a regular program for washing and cleaning the vehicles. Accumulated salt will greatly accelerate rusting and, where chloride compounds are used to control dust on unpaved roads, corrosion can occur even in summer.

Inspections

Inspections are a key element in the early detection and remedy of potential failures. Both drivers and mechanics should perform them, to varying degrees. Investing a short time on a daily basis to inspect each vehicle will help detect problems, thereby improving safety, decreasing vehicle repair costs and vehicle downtime.

Drivers should perform a regular pre-trip inspection of the vehicle (Table C, in addition to inspecting the vehicle when it is cleaned and refueled. Both mechanics and drivers should inspect the vehicle through observations and checks during routine servicing procedures (it is quite possible to perform a complete vehicle inspection while the oil is being drained). Table D lists items that should be included in the mechanic's inspection at a service interval.

Replacement versus Repair

"If it ain't broke, don't fix it!" is a time-honored cliché and if we could always predict the exact point of any component failure, it would be a reasonable way to operate. However, without such predictability, it makes sense to replace or rebuild certain components prior to failure (whenever there is the data to justify doing so without incurring extraordinary costs).

While this routine replacement concept can be applied to a wide variety of components, it does require that you gain experience with your particular vehicles in your unique environment. If you have no prior experience with your new vehicle, we recommend contracting other operators using the same vehicle, under similar circumstances, with good maintenance records to assist in developing a routine component replacement schedule.

Routine replacement is typically applied to those components where little if any diagnostic aid is available, other than visual inspection. These include items such as:

- fluids (except windshield washer and refrigerant)
- hoses
- belts

- wiper blades

Warranties

Vehicle will come with a number of warranties from the chassis supplier, body builder, and major component suppliers. These take many forms but generally include some combination of mileage and time, and will often contain exclusions for "consumable" items, such as brake pads, batteries, and tires. Additionally, warranties generally have stipulations about operating and maintaining the vehicle in accordance with the supplier's specific recommendations.

Thoroughly examine and become familiar with all the warranties provided with the vehicle when it is delivered. Make sure that you have read all the fine print. Does your warranty really cover 100 percent of all repair costs for the entire period, or does it only cover full replacement in the beginning with reduced coverage thereafter? What items are specifically included or excluded? What is the trade-off on any extended warranty or service agreement? Also, make sure you understand who is going to be responsible for which warranties – is it the vehicle supplier or the local service representative of a component supplier (such as an air conditioning unit or wheelchair lift)?

All vehicles purchased through state contract or competitive bid have warranties which, at a minimum, cover all labor and replacement parts for a period of one year or 12,000 miles (whichever comes first). Warranties cover the basic vehicle and all ancillary equipment supplied with the vehicle (i.e., air conditioner, wheelchair lift, wheelchair tie-down systems, seats, etc.).

No vehicle will be perfect upon delivery and the vehicle manufacturers expect that some adjustments will be needed. Therefore, plan to take the vehicle to the proper facility to correct these items within the warranty period. It is highly recommended that you take care of problems quickly, before they cause major failures (which often occurs after the warranty period). Arguing that you knew of a problem while still under warranty, but could not afford the time to have the vehicle serviced, rarely results in a favorable claim. The end results are that your vehicle may be out of commission for a longer period of time and TTC would have to pay costly repair bills.

Most repairs can and should be handled by the local auto or truck dealership representing the chassis manufacturer (e.g., Ford, Chevrolet, and Dodge). In order for your warranty to be honored, you must take the vehicle to an authorized representative. If the representative cannot solve the problem to your satisfaction, contact the vendor who delivered the vehicle. In most cases, this vendor is the one who submitted the original bids and is most familiar with all aspects of your vehicle (i.e., chassis, body, ancillary equipment, etc.). The vendor will advise you of the proper procedures to follow and the authorized agent to perform needed repairs. If for some reason you are unable to obtain assistance from either the local dealership of the original vendor, contact TTC's Director of Maintenance.

Use the warranties as a basis for future maintenance activities by ensuring that any required servicing is directly incorporated into your preventive maintenance program (e.g., lubrication schedules for lifts). Plan on reviewing the performance and condition of specific warranty-related items and components at a service interval shortly before any major warranty milestones, in order to ensure that you recoup as much benefit as possible from your warranties.

In many cases, extra-cost extended warranties are available. These should be closely examined and related to your operation before any purchase is made. Extended warranties on such items as power trains often have limitation regarding which components are covered. They are often progressive in nature, with a diminishing ability to recover labor and parts costs as time goes by and mileage increases. Therefore, it is essential to think in terms of which combination of conditions are most favorable to you, given your

anticipated annual mileage and whether you are able, and authorized to conduct warranty repairs in-house or through a repair shop of your choice.

Monitor Suppliers

Tracking suppliers' performance (price, quality, and reliability) is another essential element of a successful preventive maintenance program. For instance, the quality of your fuel can have a significant impact on the service and repair level required for your engines in these days of electronic controls, fuel injector systems, and catalytic converters.

One area that requires close monitoring is the performance of rebuilt and after-market parts. Rebuilt parts, such as alternators and pumps, may offer up-front cost savings; however, such units may have a shorter operational life than newer parts. By monitoring the life of rebuilt parts, you can determine whether true savings are realized, or whether total cost is actually greater, once you factor in the cost of another rebuilt unit and the labor associated with multiple replacements.

Management should also be aware that in many cases involving heavy-duty items, such as starters and compressors, a trade-in (core) unit is required. This "core" generally is not used in your rebuilt unit; instead, it goes on to become the rebuilt product for another operation.

Like rebuilt parts, after-market parts (i.e., new parts built by a company other than the original equipment manufacturer – OEM) may offer up-front cost savings. They may claim to be built to the same or superior specifications as the OEM part, but only through careful monitoring can you determine whether the part's life is truly comparable.

Only through experience will operating locations gain the background necessary to make informed decisions in the future. Good maintenance records and purchasing documentation are essential to learning through experience and must be addressed when you first begin operation, or introduce a new type of vehicle into service.

Documentation

Another key to any successful maintenance program is up-to-date, accurate record keeping. While documentation is necessary for purposes of budget and control, good records will also enable you to optimize your PM program by providing:

- the database to enable you to establish proper intervals for routine maintenance and servicing;
 - information on repetitive failures to establish repair and replacement intervals and the performance of rebuilt or after-market parts and of parts and consumables suppliers;
 - early warning of impending major problems through telltale signs, such as increased oil consumption;
 - back-up information for warranty claims (particularly marginal claims near the end of the warranty period where supporting documentation can often be the "clincher" in claim payment); and
-

- Documentation of any personnel related patterns (e.g., more frequent tire or brake replacement on one driver's vehicle versus fleet average).

In situations where maintenance is conducted to a third party, good documentation is key to minimizing disputes. Under this scenario, management should make the extra effort to review repair bills and develop/maintain the database required for adjustments to the preventive maintenance program. Maintenance is never "out of sight, out of mind" to the smart operator. Tables E and F provide examples of basic record keeping forms.

Personnel/Departmental Relationships

Internal conflicts plague many organizations and, unfortunately, transportation operators are no exception. Good communications and interpersonal relationships are key to the effective execution of maintenance and, if anything, their importance increases with the size and complexity of the organization.

Most transportation operations encounter internal conflicts between the various personnel and departments by virtue of the priorities inherent in their duties. For example, drivers who take the time to report a defect may be convinced that the maintenance staff is incompetent if problems are not corrected prior to the time they are next assigned that vehicle. Drivers are likely unaware that, for example, the dispatcher had an urgent need for an extra vehicle; that since the defect was not safety related, maintenance had decided to handle the problem at the next scheduled servicing interval; or that a replacement part was not available at the time. Note: Keeping inventory small is an essential part of low cost operation.

Similarly, dispatchers tend not to understand that repairs and repair times are not entirely predictable, particularly on older vehicles where rusted nuts and bolts do not always easily yield to the wrench, or when making one repair can uncover another problem. Finally, mechanics know that if they had the dispatcher's job there would be no last minute calls for extra vehicles, or for that specific vehicle that they have just raised up onto the garage hoist.

Consistent execution of a PM program requires the cooperation and interaction of all parties, both in establishing the program and making it work on a day-to-day basis. The following actions will help improve interpersonal relationships and reduce organizational conflicts.

- Involve all parties in development of documentation for inspection items, service intervals, and other inter-departmental maintenance activities.
- Be realistic in your expectations (for example, a proper pre-trip driver inspection will improve reliability, but may take up to 15 minutes to perform).
- Pay attention to administrative details. To whom does the driver turn in a defect report? Who is responsible for notifying maintenance or dispatch of a problem with a vehicle? Who prioritizes the repairs or decides that a vehicle is no longer roadworthy? Who tells maintenance what the future vehicle needs are and how much notice they can expect?

Training and Diagnosis

Effective training is essential to proper diagnosis of vehicle problems and their subsequent repair or replacement. As vehicles become increasingly complex and reliant upon electronic and computerized controls and monitoring systems, the need for adequate training becomes that much more important. We suggest that you encourage or even require your mechanics and/or drivers to take advantage of the training offered by vehicle manufacturers and component suppliers. Some manufacturers run training schools on a regional basis and suppliers, as well as converted vehicle manufacturers, may supply service representatives to provide in-house training. In some instances, such as air-conditioning, there is an increasing trend toward mandatory mechanic competence certification.

If you are performing maintenance in-house, purchasing diagnostic equipment is a sound investment. It is essential, in the electronic era, to take as much of the guesswork out of the troubleshooting process as possible. Diagnostic equipment will handsomely repay itself in increased maintenance department productivity and vehicle reliability.

Vehicle Assignment

Experience shows that assigning a specific vehicle to a driver is beneficial to that vehicle's upkeep and longevity, since they get to know the vehicle better, and take pride in its appearance and mechanical soundness. The same is true for mechanics. While workforce inflexibility may limit the application of this practice, it remains a goal worth striving for.

Measurement of Progress

While thorough documentation of a vehicle servicing and repair are essential, reporting and analyzing summaries and trends related to vehicle maintenance is essential for overall program management. An individual vehicle's service record may be of little interest to an executive director or board of directors, but they will likely be interested in knowing the trends such as miles between roadcalls. It is essential to keep track of factors that affect your client's view of the system and to publicize them within your operation. Such items include:

- Miles between roadcalls;
- Number of complaints of dirty, smoking, or damaged vehicles;
- Number of complaints of inoperable air-conditioners, heaters, lifts, etc.; and
- Number and miles between chargeable accidents attributable to vehicle condition.

Maintenance Responsibility

Every maintenance program will be unique due to the mix of vehicle types and ages, fleet size, services provided, and arrangement for maintaining the vehicles. Determining who will perform vehicle maintenance is an important decision. Options include:

- Contracting part or all of your maintenance to commercial mechanics;

- Contracting part or all of your maintenance to other agencies, municipal garages, or others, such as school bus operators; and
- Performing part or all of your maintenance in-house.
- Who will perform which elements of your maintenance program will largely depend upon your ability and desire to obtain the staff, parts inventory, equipment, and facilities to perform your own maintenance, as well as your proximity to existing maintenance facilities that can service your vehicles. Remember that if you contract out your maintenance, you still bear the responsibility of verifying and documenting the work performed.

Summary

Preventive Maintenance is an essential element of every transportation operation. A program tailored to the individual service and vehicle fleet will increase reliability, longevity, and safety. It is important to remember that maintenance may be a dirty job, but must not be a dirty word. It must not be consigned to some corner, where it can be by-passed by the rest of the operation.

Maintenance Schedule

The services shown in this schedule up to 100,000 miles should be performed at the same intervals. The services shown at 150,000 miles should be performed at the same interval after 150,000 miles.

Short Trip/City Scheduled Maintenance

3,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Check and repair wheelchair operations.

6,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Rotate tires per manufacturer specifications.
- Check and repair wheelchair operations.

9,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Check and repair wheelchair operations.

12,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

15,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Change automatic transmission fluid and filter under the following conditions.

- In heavy city traffic where the outside temp. Reaches 90 degrees F or higher Lubricate
- In hilly or mountainous terrain.
- Delivery service or "stop" and "go" driving.
- Check and repair wheelchair operations.

18,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Rotate tires.
- Check and repair wheelchair operations.

21,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Check and repair wheelchair operations.

24,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Rotate Tires
- Check and repair wheelchair operations.

27,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Check and repair wheelchair options.

30,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Clean and repack the front wheels bearings.
- Change automatic transmission fluid and filter under the following conditions.
 - In heavy city traffic where the outside temp. Reaches 90 degrees F or higher.
 - In hilly or mountainous terrain.
 - Delivery service or "stop" and "go" driving.
- Replace engine air filter.

- Rotate Tires.
- Check and repair wheelchair operations.

33,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

36,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

39,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

42,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

45,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluids as needed.
- Clean and repack the front wheels bearings.
- Change automatic transmission fluid and filter under the following conditions.
 - In heavy city traffic where the outside temp. Reaches 90 degrees F or higher.
 - In hilly or mountainous terrain.
 - Delivery service or "stop" and "go" driving.
- Inspect engine air filter. Replace if necessary.
- Check and repair wheelchair operations.

48,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

51,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

54,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

57,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

60,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Clean and repack the front wheels bearings.
- Change automatic transmission fluid and filter under the following conditions.
 - In heavy city traffic where the outside temp. Reaches 90 degrees F or higher.
 - In hilly or mountainous terrain.
 - Delivery service or "stop" and "go" driving.
- Replace engine air filter.
- Inspect engine accessory belt.
- Rotate Tires.
- Replace Fuel Filter.

- Check and repair wheelchair operations.

63,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

66,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

69,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

72,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

75,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Clean and repack the front wheels bearings.
- Change automatic transmission fluid and filter under the following conditions.
 - In heavy city traffic where the outside temp. Reaches 90 degrees F or higher.
 - In hilly or mountainous terrain.
 - Delivery service or "stop" and "go" driving.
- Inspect and or Replace engine air filter.
- Inspect engine accessory belt.
- Check and repair wheelchair operations.

78,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

81,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

84,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

87,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

90,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels and add fluid as needed.
- Clean and repack the front wheels bearings.
- Change automatic transmission fluid and filter under the following conditions.
 - In heavy city traffic where the outside temp. Reaches 90 degrees F or higher.
 - In hilly or mountainous terrain.
 - Delivery service or "stop" and "go" driving.
- Replace engine air filter. Replace fuel filter.
- Rotate Tires.
- Check and repair wheelchair operations.

93,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

96,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Rotate Tires.
- Check and repair wheelchair operations.

99,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Change engine oil and filter (or three months, whichever occurs first).
- Lubricate chassis components (or three months, whichever occurs first).
- Check rear and front axle fluid levels as needed.
- Check and repair wheelchair operations.

100,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Inspect Spark Plug Wires.
- Replace Spark Plugs.
- 4.3L V6 engine only. (Inspect or replace Positive Crankcase Ventilation (PCV Valve).
- Check and repair wheelchair operations.

150,000 MILES	DATE:	MILEAGE:
SERVICED BY:		

- Drain, flush, and refill cooling system (or every 60 months since last service).
- Inspect hoses.
- Clean radiator, condenser, pressure cap, and neck. Pressure test cooling system and pressure cap.
- Check and repair wheelchair operations.

Daily Vehicle Inspection Checklist

Date: ____/____/____

Vehicle Identification # _____

Make/Year: _____

Fuel Added: gal. ____ \$ ____

Oil Added: Qt. ____ \$ ____

Maintenance Reminder Box

Current Mileage: _____

☐ Maintenance Due within 500 Miles

☐ Maintenance Past Due

If there is not a problem, place a check () in the box next to the item.

If there is a problem, an item needs maintenance or if damage is found place an (X) in the box next to the item and include a description of the problem in the space to the right.

Check if OK

Note Problem below:

Under the Hood

☐ Oil Level

☐ Windshield Washer Level _____

☐ Radiator Level

☐ Engine/Hoses/Belts _____

☐ Battery

☐ Power Steering Fluid _____

☐ Brake Fluid

Interior

☐ Brakes/ Parking

☐ Gauges/Instruments _____

☐ Steering

☐ Controls (equipment) _____

☐ Transmission

☐ Radio _____

☐ Mirrors (adjust)

☐ Horn _____

☐ Cleanliness

☐ Blower fan (A/C and Heat) _____

☐ Wheelchair lift fluid

☐ Emergency Hand pump _____

Safety Equipment

☐ Flares/Triangles

☐ Back up alarm _____

☐ First Aid Kit

☐ Rear door buzzer _____

☐ Extra fuses

☐ Fire extinguisher _____

☐ Flashlight (fresh batteries)

Accessibility Equipment

☐ Fully -- operable wheelchair lift (run through cycle) _____

☐ Wheelchair lift ramp _____

☐ Proper number of belts and securing devices _____

☐ Belts and securing devices in good condition _____

Preventive Maintenance Inspection

Year/Make _____ Model _____ Vin# _____
 Vehicle # _____ License # _____ Mileage _____ Date _____

NEEDS
OK / ATTENTION / UNSAFE

UNDER CARRIAGE (CHECK)

___ / ___ / DASHLIGHTS OR LEAKS
 ___ / ___ / REAR SPRINGS AND SHACKLES
 ___ / ___ / FRONT AND REAR JOINTS
 ___ / ___ / GAUGES
 ___ / ___ / DRIVESHAFT CENTER SUPPORT
 ___ / ___ / U-JOINTS
 ___ / ___ / LICENSE PLATE LIGHT
 ___ / ___ / TRANSMISSION FOR LEAKS
 ___ / ___ / SHIFT AND CLUTCH LINKAGE
 ___ / ___ / BRAKE LIGHTS
 ___ / ___ / FRONT SUSPENSION AND SHOCKS
 ___ / ___ / STEERING LINKAGE
 ___ / ___ / EXHAUST SYSTEM

UNDER HOOD (CHECK)

___ / ___ / PRESSURE TEST COOLING SYSTEM
 ___ / ___ / COOLANT / ANTIFREEZE
 ___ / ___ / FIRST AID KIT
 ___ / ___ / BRAKE FLUID LEVEL
 ___ / ___ / POWER STEERING FLUID LEVEL
 ___ / ___ / BATTERY AND CABLES
 ___ / ___ / STARTING AND CHARGING SYSTEM
 ___ / ___ / FOR LOOSE WHEEL CHAIR TRACKS
 ___ / ___ / WINDSHIELD WASHER FLUID
 ___ / ___ / TRANSMISSION FLUID

TIRES (CHECK)

___ / ___ / TIRE WEAR / TREAD SEPERATION
 ___ / ___ / FOR NAILS, GLASS ETC.
 ___ / ___ / AIR PRESSURE
 ___ / ___ / LUG NUTS (MISSING / TIGHTNESS)

ENGINE (CHECK)

___ / ___ / ALL FUEL LINES / CONNECTIONS
 ___ / ___ / ALL BELTS FOR TIGHTNESS
 ___ / ___ / BELTS FOR SIGNS OF WEAR
 ___ / ___ / FOR LOOSE WIRING
 ___ / ___ / FOR VACUUM LEAKS
 ___ / ___ / AIR FILTER
 ___ / ___ / ACCELERATOR LINKAGE
 ___ / ___ / CHANGE OIL FILTER

ACCESSORIES (CHECK)

___ / ___ / HEATER OUTPUT
 ___ / ___ / AIR CONDITIONER

BRAKES (CHECK)

___ / ___ / SHOES AND PADS FOR WEAR
 ___ / ___ / BRAKE LINES FOR LEAKS
 ___ / ___ / BRAKE VACUUM HOSES
 ___ / ___ / BRAKE ADJUSTMENT
 ___ / ___ / BRAKE PEDAL CLEARANCE
 ___ / ___ / EMERGENCY BRAKE

NEEDS
OK / ATTENTION / UNSAFE

CONTROL PANEL (CHECK)

___ / ___ / INTERIOR LIGHTS
 ___ / ___ / GAUGES
 ___ / ___ / HEADLIGHTS AND RUNNING LIGHTS
 ___ / ___ / LICENSE PLATE LIGHT
 ___ / ___ / DIMMER SWITCH
 ___ / ___ / BRAKE LIGHTS
 ___ / ___ / DIRECTIONAL SIGNALS
 ___ / ___ / STEERING LINKAGE
 ___ / ___ / EMERGENCY FLASHERS
 ___ / ___ / EXHAUST SYSTEM
 ___ / ___ / REVERSE LIGHTS
 ___ / ___ / HORN
 ___ / ___ / WINDSHIELD WIPER
 ___ / ___ / BACKUP ALARM

BODY INTERIOR (CHECK)

___ / ___ / FIRST AID KIT
 ___ / ___ / FIRE EXTINGUISHER
 ___ / ___ / SEATS - TEARS AND LOOSENESS
 ___ / ___ / FLOORS FOR TEARS
 ___ / ___ / FOR LOOSE WHEEL CHAIR TRACKS
 ___ / ___ / FARE BOX BRACKET (SECURENESS)
 ___ / ___ / EMERGENCY EXIT
 ___ / ___ / WINDOW OPERATION
 ___ / ___ / REARVIEW MIRRORS
 ___ / ___ / FOR LOOSE BODY PARTS
 ___ / ___ / WHEELCHAIR LIFT OPERATION
 ___ / ___ / WHEELCHAIR TIEDOWNS
 (*REQUIRED AND SERVICABILITY)
 ___ / ___ / PATHOGEN KIT
 ___ / ___ / RADIO OPERATION

BODY EXTERIOR (CHECK)

___ / ___ / ALL WINDOWS
 ___ / ___ / SIDEVIEW MIRRORS
 ___ / ___ / BODY PARTS FOR LOOSENESS
 ___ / ___ / WINDSHIELD WIPER BLADES
 ___ / ___ / BUMPER FOR DAMAGE AND LOOSENESS

RECOMMENDATIONS

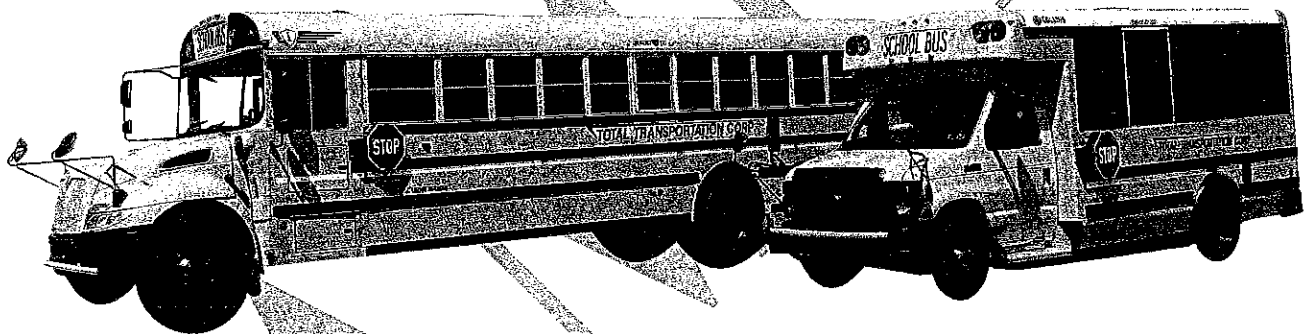
VEHICLES WILL BE TAKEN OFF THE LINE IF FOUND UNSAFE TO
 TRANSPORT PASSENGERS.

Vehicle Identification Number _____
Make/Year _____

Fiscal Year: Beginning ____ / ____

[illegible]

System Safety Program Plan



**TOTAL
TRANSPORTATION
CORP.**

TABLE OF CONTENTS

SECTION 1: POLICY STATEMENT & AUTHORITY.....	3
SECTION 2: GOALS, OBJECTIVES AND SCOPE.....	5
SECTION 3: COMPANY DESCRIPTION.....	6
SECTION 4: SSPP CONTROL AND UPDATE PROCEDURE.....	8
SECTION 5: IMPLEMENTATION ACTIVITIES & RESPONSIBILITIES.....	9
SECTION 6: SAFETY AND SECURITY CERTIFICATION.....	10
SECTION 7: DIVISION SAFETY REVIEWS.....	11
SECTION 8: RULES COMPLIANCE.....	12
SECTION 9: TRAINING AND CERTIFICATION.....	13
SECTION 10: BUS OPERATOR/DRIVERS REQUIREMENTS.....	15
SECTION 11: MEDICAL EXAMINATIONS FOR BUS OPERATORS.....	18
SECTION 12: EMPLOYEE AND SUB-CONTRACTOR SAFETY.....	19
SECTION 13: HAZARDOUS MATERIALS.....	20
SECTION 14: DRUGS AND ALCOHOL PROGRAM.....	21
SECTION 15: FACILITY AND EQUIPMENT INSPECTIONS.....	22
SECTION 16: PROCUREMENT.....	23
SECTION 17: MAINTENANCE AUDITS AND INSPECTIONS.....	24
SECTION 18: ACCIDENT AND INCIDENT REPORTING.....	26
SECTION 19: EMERGENCY MANAGEMENT.....	29

SECTION 1: POLICY STATEMENT & AUTHORITY

TOTAL TRANSPORTATION CORPORATION

PRESIDENT'S POLICY STATEMENT

SYSTEM SAFETY PROGRAM PLAN

Total-Transportation-Corp. (TTC) is committed to providing a safe and efficient transportation system to all customers. TTC's System Safety Program Plan touches upon every level of our company's activities, to include: start-ups, vehicle/fleet planning, employee training and testing, service operations and vehicle maintenance. TTC ensures that all employee and sub-contracted vendors are fully aware our responsibilities to ensure the safety of passengers, employees and property

TTC's Management Team is responsible to develop, implement and administer a comprehensive and coordinated system safety program that includes a plan to identify, prevent, control and mitigate hazards of unsafe acts and unsafe conditions in its service divisions and operations. Each of TTC's affiliates are also required to develop and implement local formal written methods and processes to ensure full compliance with the local requirements of contracting agency or municipality.

Under this policy statement, all employees are empowered order the immediate cessation of any unsafe activities or operations that present an unacceptable hazard within the system, management has the authority to conduct unannounced inspections, audits and evaluations aimed at identifying and eliminating hazards and unsafe practices, operations and/or conditions.

Agostino Vona
President

Date: _____

1.1 System Safety Program Plan (SSPP) development

Total Transportation Corp. (TTC) developed this System Safety Program Plan (SSPP) in accordance with New York, New Jersey and Pennsylvania states public transportation statutes and the Federal Safety & Security Oversight Program (SSO) Standard Manual 725-03-014. The SSPP identifies the companies Safety Policy, authorities and responsibilities associated with System Safety for all levels of the company's management, employees, and for all organizations or persons under contract with the company. TTC's Safety Department is authorized by the President to administer and implement this safety plan throughout the transit operations of the company and its affiliates.

1.2 REGULATORY AGENCIES AND GUIDELINES

1.2.1 Regulatory/Oversight Agencies, Regulations and Criteria

Both the State of New York and Pennsylvania requires that TTC develop and implement a SSPP for their transit system in compliance State statutes.

The New York Department of Transportation, Office of Modal Safety & Security Public Transportation Safety Board and The Pennsylvania Department of Transportation are the responsible agencies for the implementation and compliance oversight. The requirements imposed by the Federal SSO, as amended, are also incorporated by this SSPP.

1.

1.3 System Safety Management and Employee Compliance

All company employees are responsible for ensuring System Safety compliance as defined in this SSPP. Employees are responsible for preserving life and health for themselves and others and the preservation of public property.

To ensure that all reasonable standards of integrity are achieved when implementing the requirements of the System Safety Program Plan (SSPP), all company divisions must provide a current copy of this document to each of their employees and subcontracted vendors for reference. In addition, each Division Manager shall conduct classroom and field instruction on the contents of this document. All employees participating in the system shall be responsible for understanding its contents and observing the SSPP program policies, rules and procedures in all daily operations.

SECTION 2: GOALS, OBJECTIVES AND SCOPE

2.0 Safety Goals

The goal of this document is to provide guidelines that will achieve the highest standard of safety and security for TTC operations. The following are the goals TTC has established for its System Safety Program:

- a. Develop and maintain a comprehensive, program to identify, assess and control all safety hazards within the company's operations
- b. Develop and maintain a high level of safety awareness among all company employees, managers, and subcontracted vendors
- c. Develop and maintain an effective management and document control plan
- d. Develop and maintain SOPs, policies and programs to effectively document and communicate company safety expectations of its sub-contractor vendors
- e. Develop and maintain an effective emergency management program to meet TTC's contractor responsibilities in emergency preparedness and response
- f. Develop and maintain an effective safety and security auditing program for company Affiliates.

2.1 System Safety Program Objectives

TTC has established the following objectives in order to meet its System Safety Goals:

- a. Ensure that all employees are trained in System Safety, including their responsibilities under this SSPP document.
- b. Ensure that System Safety is integrated into the fabric of the company's daily operations through inspections, audits, quality assurance and quality control
- c. Ensure that all Affiliates develop, maintain and follow formal written methods and processes to implement the System Safety Program
- d. Ensure that Safety Department has the full support of Senior and senior management to ensure the goals and objectives are met.

2.2 Scope

In order to implement TTC safety policy, goals and objectives, this SSPP:

- a. Addresses and applies to all company affiliates and sub-contractors.
- b. Applies to all activities in the company's operations, including the procurement of vehicles, equipment and facilities; all human elements of the company's system, including hiring, training, quality assurance, testing, emergency response and discipline; operations, including transportation, maintenance and support activities; and the environment in which the transit system operates, including areas of public access and use of leased property.
- c. Charges each employee and sub-contracted vendors with responsibility for System Safety and considers their obligations under this plan as a formal part of their job responsibilities.
- d. Requires coordination, communication and cooperation among all managers, affiliates, organizations and employees relative to all matters concerning the System Safety Program.
- e. Requires appropriate safety and security-related interfaces with local, state and federal governmental entities, regulatory agencies, professional organizations and citizen groups.

SECTION 3 – COMPANY DESCRIPTION

Total Transportation Corp. ('TTC') currently supports the largest metropolitan area in the United States by partnering with the New York City Transit Authority in providing over 80,000 demand responsive Access-A-Ride (AAR) trips per month for the past 15 years through 3 contracts.

Under contract with the IATS, we provide daily transportation for disabled adults, and for the Department of Human Services provide shuttle service for New York City's homeless to shelters program around the city. We also perform work for the NYC Department of Education to provide School Bus and Special Education transportation.

3.0 Safety Departments Responsibility

Safety Departments activities include:

- a. Enforcing the provisions and tasks of the System Safety Program Plan and applicable safety-related rules, regulations and code.
- b. Conducting unannounced inspections and audits to identify and eliminate unsafe practices, operations or conditions not corrected by immediate management/supervision.
- c. Hazard identification, analysis and resolution.
- d. Develop policies and guidelines for operations, maintenance and emergency rules and procedures.
- e. Assure that training is conducted for all personnel. Review all training plans and documentation for the inclusion of safety and elimination of items that would negatively impact safety.
- f. Perform periodic and planned reviews and audits of all training and maintenance procedures, documentation and operations to verify consistency with approved plans, rules and procedures.
- g. Conduct periodic inspections of all locations, identify and report problem areas, issue recommendations, brief appropriate managers, and follow up on all inspection recommendations for compliance.
- h. Investigate all major accidents and catastrophes as well as randomly selected accidents and/or repetitive accidents/incidents by location, type, or other common element.
- i. Review, advise and recommend procedural and rule changes, modifications, revisions, interpretations or implementation.
- j. Identify tasks for company affiliates, which could result in eliminating, controlling or reducing hazards.
- k. Development of standards and identify requirements for development of rules/procedures as they impact safety.
- l. Identify and enforce all regulations and aspects of industrial safety governing the occupational safety and health of company employees.
- m. Enforce all codes and regulations governing sub-contracted vendor practices that could impact the safety of company employees, passengers or property.
- n. Safety reporting to local, state and federal agencies as required or appropriate.
- o. Develop corrective actions in response to formal requirements or recommendations from any organization of appropriate authority.

3.1 DISPATCH DEPARTMENT RESPONSIBILITIES

Dispatch departments shall:

1. Monitor vehicle operator's performance, regarding passenger pick-ups, drop-offs and route schedule adherence.
2. Provide information to company management concerning manifest/runs that are behind schedule and what efforts are being made to get the vehicle operators back on schedule.
3. Ensure that accurate and timely information is provided regarding vehicle estimated time of arrival (ETA), reassigned trips, location changes for clients, etc.
4. Comply with the policies and procedures of TTC, requirements of this SSPP and FAC Rule Chapter 14-90.

3.1.1 DISPATCH HOURS

TTC's dispatch operations have the responsibility of ensuring that open channels of communication are maintained between the service operators, road supervisors and the contractor operations center. General/Operations Managers will adequately staff the dispatch department to support all operating hours, when service vehicles are operating in the system.

3.2 Physical Plant

TTC's transit service is supported by privately owned and leased vehicles, maintenance facilities, fueling facilities, vehicle wash facilities, vehicle service and storage areas and administrative offices. Safety features of transit vehicles meet or exceed federal and state (FDOT & TXDOT) requirements. When appropriate, industry criteria or company transit safety requirements are also imposed in vehicle procurement specifications; e.g., fail-safe braking systems, bus warning lights. Facilities are designed and maintained to meet federal, State and local requirements, such as those imposed by the Occupational Safety and Health Administration (OSHA) and fire codes.

SECTION 4: SSPP CONTROL AND UPDATE PROCEDURE

4.0 SSPP Update and Control

TTC's Safety Department shall annually conduct a review and/or update the SSPP as necessary to ensure that affected operational procedures/changes are implemented and incorporated, by revision or addendum. The annual review process shall begin July 1 of each calendar year and be completed and documented by the close of business on August 1 even if no changes are required.

Proposed changes will be documented by the Safety Department and issued to all appropriate parties, including senior management and any affected affiliates by the close of business on August 15. All parties must comment within two weeks of the issuance of the proposed changes unless no comment is needed.

Following the approval of any modifications to the SSPP, the Safety Department shall distribute in a timely manner the revised SSPP with a cover memo highlighting the changes to all personnel. All company personnel receiving the SSPP are required to sign for its receipt and acknowledge their responsibility for implementation. Individual affiliates are responsible to update any internal procedures that are affected by the changes to the SSPP; guidance for these changes will be provided by the Safety Department.

At the discretion of the Safety Department, minor changes may be made by issuing a SSPP addendum page(s) distributed to all Plan recipients; addendum are subject to the same process of update and signature described above.

SECTION 5: IMPLEMENTATION ACTIVITIES & RESPONSIBILITIES

5.0 System Safety Responsibilities

TTC's Safety Department has the primary responsibility for developing and implementing the System Safety Program, and those tasks are outlined within the Safety Departments written records. However, each individual affiliate has the primary responsibility for ensuring compliance with the safety program for all of its operations.

The following chart details the safety roles and responsibilities of all Affiliates Management Teams.

Safety Tasks	Affiliates Management Safety Program Responsibilities						
	Operations & Planning	Maintenance	Facilities	Training	Security	Admin	Sub-Contractors
Coordinate safety-related activities within Division and with the Safety Department	X	X	X	X	X	X	X
Represent Division at agency safety meetings	X	X	X	X	X	X	X
Conduct or participate in accident and incident investigations.	X	X	X	X	X	X	X
Exchange safety data with other Divisions	X	X	X	X	X	X	X
Review maintenance records		X		X			
Participate in safety audits, inspections and assessments; develop and implement corrective actions	X	X	X	X	X	X	X
Participate in training activities; ensure all employees receive appropriate safety training	X	X	X	X	X	X	X
Identify and assist in investigating and resolving hazards.	X	X	X	X	X	X	X
Inform the Safety Department of any changes in the Division; review and approve updates to the SSPP.	X	X	X	X		X	
Conduct and document internal safety inspections; develop corrective actions; submit all internal assessments to Safety Department	X	X	X	X	X	X	X
Provide liaison with outside emergency response organizations as appropriate	X	X	X	X	X		X
Develop, implement and update internal written processes, safety rules/ procedures and emergency preparedness plans.	X	X	X	X	X	X	X
Assure awareness of and compliance with pertinent federal, state and local legislation, regulations, inspections and standards.	X	X	X	X	X	X	X
Evaluate newly proposed system changes and/or modifications.	X	X	X	X	X	X	
Assess new system safety requirements.	X	X	X	X	X	X	X
Monitor and enforce the use of personal protective equipment.		X	X	X	X		X
Work with and oversee of sub-contracted vendors.	X	X	X	X	X	X	
Develop and manage incentive and safety award programs.	X	X	X	X	X	X	X

SECTION 6: SAFETY AND SECURITY CERTIFICATION

6.0 Certification Requirements

The Safety and Security Certification is a formal verification that the operating transit system or a part thereof, is safe for patrons, employees, the general public and property. Safety certification is required by New York and Pennsylvania statutes. The following activities are required to support this requirement:

- a. Initiate a certification program during the planning/design phases for new, expanded or replacement systems.
- b. Develop certification plans for new, expanded or replacement systems.
- c. Develop preventive maintenance and inspection procedures.
- d. Verify documentation adequacy and retention sufficient to support evidence as to the level of safety and security.
- e. Prepare documentation for formal certification to the Contractor, State and Federal agencies as applicable.
- f. Establish a resolution process for any hazards or unsafe conditions identified with system expansions or modifications.
- g. Establish verification programs to ensure that safety and security design criteria are included in the technical specifications and contract documents for the project.

The Safety Department is responsible for ensuring the Safety and Security Certification Process is properly administered in all company affiliates.

6.1 Safety Certification Document

All affiliates shall submit an annual safety summary report to the Safety Department that summarizes the affiliate's safety activities for the preceding calendar year and a description of the investigated accidents and unacceptable hazardous conditions. The annual safety report must be accompanied by a formal certification of safety compliance, signed by the General/Operations Manager, no later than January 30 of each year indicating that their affiliates is in compliance with this SSPP and meets the requirements of rule 14-90.010 F.S. The Safety and Security Certification Document (*Form #4*).

SECTION 7: DIVISION SAFETY REVIEWS

7.0 Division Safety Audits and Inspections

TTC's Safety Department shall conduct scheduled and unscheduled audits and inspections on all divisions to ensure their compliance with the objectives and requirements of this SSPP and FAC. Rule Chapter 14-90. Audits and inspections will be conducted according to written checklists by persons technically qualified to determine SSPP compliance. Inspections will include a safety and security review on all facets of the divisions operations, assisting the division managers in identifying program discrepancies that take them out of compliance with the SSPP. On completion of each audit and/or inspection a specific action plan will be developed in support of identifying the division discrepancies and their correction. The General/Operations Manager shall be responsible for maintaining accurate and complete records of all audits and inspections.

Safety Department has the responsibility to conduct and/or oversee the system safety audits in each division and shall provide a formal report of findings to the company vice president to ensure that effective corrective action is taken to resolve deficiencies. A copy of all division audit findings will be maintained by Safety Department to ensure that effective corrective action is taken to resolve the discrepancies on the action plan.

Areas identified for division audits and inspections are:

1. Policy Statement and Authority for SSPP
2. Goals, Objectives and Scope
3. Overview and Management Structure
4. SSPP Control and Update Procedure
5. Implementation Activities and Responsibilities
6. System Modification, Review and Approval
7. Safety Certification
8. Accident and incident Investigations
9. Emergency Management
10. Division Safety Reviews
11. Rules Compliance
12. Facilities and Equipment Inspections
13. Maintenance Audits and Inspections
14. Training and Certification
15. Employee and Sub-contractor Safety
16. Hazardous Materials
17. Drug and Alcohol Program
18. Procurement
19. Operator Requirements
20. Medical Examination for Operators

7.1 Audit Process

On a Quarterly/Semi-annual basis the Safety Department shall perform a formal safety audit; preparing audit plans and scheduling the audit for each division. The Safety Department will perform all audits; based on those elements required by the NYDOT and their audit process in their triennial safety audit and/or by an outside consultant at the discretion of the company Chief operating Officer.

SECTION 8: RULES COMPLIANCE

8.0 Scope and Authority

The transportation operations and activities for TTC are governed by rules and procedures. The principle documents that govern these requirements New York and Pennsylvania various statutes

The Safety Department shall ensure that all divisions comply with the established criteria through:

- a. Quarterly/Semi-Annual safety inspections by the Safety Department of the operations and maintenance rules and procedures according to standards set forth in state and federal regulation and system safety and security standards.
- b. Annual certification by the Safety Department according New York and Pennsylvania statutes.
- c. Verification of the implementation of Operations and Maintenance procedures by the Safety Department through procedure review meetings, safety meetings and refresher training. These programs are implemented monthly and are assessed during the audit process.

8.1 Safety Committee Meetings

TTC's divisions are responsible for holding a safety meeting at a minimum of once per month, which is identified as 'Division Safety Committee Meetings'. Monthly meeting schedules are established at the discretion of each division management. All safety meetings are chaired by the General Manager/Operations Manager and are attended by representatives from the safety, bus operation, dispatch, maintenance and training departments as well as representative from sub-contracted vendors when applicable. This committee functions include addressing new and unsolved safety related conditions within the divisions operations. Each meeting has an agenda, based on the minutes of the previous meeting. The meeting agenda includes a spread sheet with open items, assignments, target completion and update notes, including active outstanding items and closed items.

SECTION 9: TRAINING AND CERTIFICATION

9.0 Training and Qualification Requirements

A comprehensive employee/driver training program is essential to the successful operation of the system. General/Operations Managers and the Safety Department have the responsibility of establishing an effective training program that ensures each operator is prepared to meet the daily challenges of the transportation operation. TTC's "Training" Program and/or the Smith System shall be used as the foundation in the company's training program. A copy of the SSPP and Federal Statute 14-90 shall be issued to all perspective operators, as part of the training process. General/Operations Managers must maintain documentation verifying that each driver has received the training outlined in this plan.

All employees that work in safety sensitive positions shall receive instruction in the following areas:

1. The requirements of the System Safety Program Plan, Security Program Plan and Federal Statute 14-90
2. The requirements of all Federal, State and Local law, codes, ordinances, and regulations
3. The safe operation of each type vehicle in the divisions services and associated equipment, including Wheelchair Lift Operation Training (to include the manual operation of the lift applicable)
4. How to identify potential vehicle hazards through pre-operational and post-operational Daily Vehicle Inspections (DVI)
5. The procedures for handling and reporting in-service vehicle accidents and incidents involving clients and the general public
6. The procedures for handling and reporting roadside emergencies including Emergency Evacuation Training
7. Defensive Driving Course,
8. On-Road/Cadet Training and Testing
9. Passenger Assistance Techniques and Sensitivity Training
10. Blood Borne Pathogen Training
11. Security Awareness Training
12. Facilities Security
 - a. Suspicious Activity/People
 - b. Suspicious Packages/Substances
 - c. Threat and incident Response Management
 - d. Vehicle Inspection Procedures

Training shall be conducted through a combination of classroom and practical testing by a qualified instructor who will evaluate the student's competency.

Training course content, curriculum, testing and outlines of safety related training will be reviewed and monitored by Safety Department. Documentation of program(s) plans, course content, lesson plans, and personnel trained, trainer qualifications, and training schedule must be maintained by each division.

Safety training will be an ongoing activity conducted on a periodic or as needed basis. All documentation of training and certification of personnel are subject to audit by the Safety Department and shall be included in the semi-annual audit and program. Activities or functions judged to be safety critical may require special training and/or certification.

All operators shall receive one announced and one unannounced evaluation by management per year. These evaluations shall be documented and reviewed by division managers and Safety Department to identify operators needing retraining or recertification as well as identify hazards in the system, and to provide a layer of quality assurance.

9.1 Refresher Training

Company operators shall complete the following refresher training and certification requirements:

- A. Annual Passenger Assistance Techniques and Sensitivity Training
- B. Biannual Defensive Driving (every two years)
- C. Annual Road Test to evaluate the skill of the driver to handle the bus and all associated equipment that the carrier intends to be driven
- D. Annual Emergency Procedures Training (i.e. accident involvement, vehicle fire, etc.)

9.2 Safety Training

In order to implement this SSPP, all company personnel must be familiar with System Safety. Entry level personnel must receive training as soon as practical. All company personnel shall receive training in:

- a. Hazard identification and resolution
- b. Emergency Preparedness and Response
- c. System Safety Program Plan

SECTION 10: BUS OPERATOR /DRIVER REQUIREMENTS

10.0 Purpose

General/Operations Managers are responsible for ensuring that all reasonable standards of integrity are maintained when recruiting and hiring drivers for the system. This section establishes the requirements, standards and procedures to fulfill the statutory requirements regarding the hiring, training and conduct of these employees.

Operational and Driving requirements are maintained per 14-90.006 (F.A.C.).

10.1 Driver Applicant Requirements

General/Operations Managers must ensure that all driver applicants meet the minimum following requirements:

- a. Must be at least 23 years of age and be a licensed driver for a minimum of three (3) years
- b. Must possess a valid state driving license of a class permitting the operation of the vehicle to be driven in the system
- c. Must **not** have had a suspended or revoked driver's license within the immediate past two (2) years, except for the administrative suspensions caused by failure to pay child support or failure to maintain PIP insurance on their personal vehicles.
- d. Must **not** have had any conviction (at any time) for DWI or DUI, reckless driving, vehicular manslaughter, or any conviction of operating any kind of motorized vehicle under the influence of alcohol or any illegal drug or controlled substance
- e. Must **not** have had a chargeable accident within the immediate past three (3) years
- f. Must **not** have more than five (5) points against their driving license within the immediate past three (3) years
- g. Must **not** have had (at any time) any felony convictions for any crime against a person (to include but not limited to the attached Florida State Statute listing).
- h. Must **not** have had (at any time) any misdemeanor convictions for any crime against a person. All other misdemeanor convictions must not have occurred within three years of date of hire.
- i. Vision must be correctable to at least 20/50.
- j. Must have the ability to read, write and speak English.

10.2 Driver File Requirements

General/Operations Managers must ensure that they have a copy of the following documents on file for each safety sensitive employee, prior to their work assignment:

- a. Pre-employment Application/Information Sheet (Personnel File)
- b. A copy of the initial Criminal Background Check (dated within 15 days)
- c. A copy of the initial Moving Violation Record (MVR), (dated within 15 days) of
- d. A photocopy of the current driver's license
- e. Verification of physical exam dated within the immediate past 24 months
- f. Documentation of the types of vehicles and special equipment that the driver is qualified to operate
- g. Documentation of drug and alcohol testing results. (D&A Administration File)
- h. Pre-employment drug test document verifying negative result (D&A Administration File)
- i. Chain of Custody Form for pre-employment drug test (D&A Administration File)
- j. Documentation of Drug Abuse and Alcohol Misuse training

- k. Documentation of Passenger Assistance Training (PAT)
- l. Documentation of Defensive Driving Course training
- m. Documentation of Transit Safety and Security Training
- n. A copy of the Wheelchair Training Acknowledgement Form (Form 14)
- o. A completed copy of the affidavit of good moral character (form # 16).
- p. All training and testing requirements must, at minimum, comply with rules in 14-90.004(3)(d) (F.A.C.) (Training Division File)

10.3 Driver Appearance

Company drivers are responsible for presenting themselves to the client and the general public, in a neat and professional manner. All drivers are expected to wear uniforms that are consistent with their service contract agreement.

10.4 Driver Conduct

Company drivers are expected to conduct themselves in a professional manner at all times when operating in the system. The following is a sample list of actions specifically prohibited within the system. An employee rule book governing all operations employees contain rules binding upon all employees.

- a. Drivers are not to smoke, eat or drink in their vehicles
- b. Drivers are not to yell or curse in the presence of passengers or other contacts
- c. Drivers are not to rush passengers on or off of vehicles
- d. Drivers are not to pull away while anyone is near their vehicle
- e. Drivers are not to be rude to passengers or other contacts
- f. Drivers are not to develop a personal relationship with any client
- g. Drivers shall not transport any wheelchair passenger who has not been properly secured with a 4-point tie-down restraint
- h. Drivers shall not touch any passenger in an inappropriate way
- i. Drivers shall not use a cell phone, when in the presents of a passenger or during the operation of a vehicle
- j. Drivers shall wear seatbelts when the vehicle is in operation
- k. Drivers shall use the proper vehicle signaling devices (turn signals, emergency flashers) when the vehicle is in operations.

10.5 Driver Duties

- 1. Drivers are expected to perform their duties in a professional manner at all times and in accordance to all Federal, State, Local laws, rules, regulations and ordinances. Rule 14-90.004 (F.A.C.) requires a wireless communication plan and procedure for safe operations. Company policy bans all distracted driving by all staff, employees and sub-contractors when driving a company vehicle.
- 2. Drivers who receive notification that their license has been (or will be) suspended, cancelled or revoked are required to notify their Division Manager immediately
- 3. Drivers are required to use proper radio procedures when communicating with the dispatch department

4. Drivers are required to perform daily pre-operational and post operational vehicle inspections, Daily Vehicle Inspection Reports (DVI), (Form #12)
5. Drivers are required to maintain clean and well organized vehicles at all times
6. Drivers are required to assist clients to ensure their safety and comfort
7. Drivers are required to collect all fares as required
8. Drivers are required to report all major and minor vehicle accidents and passenger incidents to their Division Managers at the time they occur. Immediately following the accident or incident, drivers are to complete their statements/reports and forward them to Safety Department
9. Whether on duty or off, drivers are required to report to their supervisor any traffic accidents in which they are involved and any citations or tickets they receive while operating a company or private vehicle

SAMPLE

SECTION 11: MEDICAL EXAMINATIONS FOR BUS OPERATORS

11.0 Physical Examination

TTC operators must complete and pass an initial drivers physical examination and maintain current physicals per the requirements of Rule 14-90 (F.A.C.). Division managers are responsible to administer and maintain those standards provided in New York and Pennsylvania, Medical Examination Report. This Medical Examination form will be used for all company operators.

A return to duty medical examination is required for all company operators returning to duty after having been off duty for 30 or more days due to an illness, medical condition and/or injury.

Physical Examinations are performed by the examining physician according to the instructions, and recorded by the physician. Records and results of physical examinations of the company bus operators shall be maintained by the General/Operations Manager. General/Operations Managers shall maintain the Medical Examination Certificates for a minimum of four-years.

SAMPLE

SECTION 12: EMPLOYEE & CONTRACTOR SAFETY

12.0 Employee Safety

General/Operations Managers will establish and maintain a work place safety program that meets the requirements of the Rule 14-90 F.A.C. and OSHA regulations. Division Safety Committees and their sub-contracted vendors shall meet at a minimum of once a month and shall proactively identify hazards and address safety issues. The committee will provide recommendation of safety and security improvements to TTC's management. Division safety meeting shall include a mix of division employees and representation from each sub-contracted vendor.

12.1 Sub-contracted Vendor Safety

TTC policies require that all sub-contracted vendors maintained a safe working environment for all employees. The Safety Department shall monitor all sub-contracted vendors to ensure compliance with this SSPP and all other safety requirements for all federal, state and local laws, statutes, ordinances, regulations and any other authorities who have control or responsibilities bearing on the performance of work. Division managers shall also require sub-contracted vendors who provide operational and or repair service to have a contractor safety plan. This plan shall be reviewed by Safety Department prior to beginning work, and the sub-contractor will only be allowed to begin work when an adequate safety plan has been approved by the Safety Department.

Sub-contracted vendors are charged with the responsibility of preventing hazardous conditions and acts on company property or while working on company projects. All work will be performed in a safe manner to protect all employees, visitors, the public and adjacent property. All employees of the sub-contractor or anyone working on behalf of the sub-contractor shall be required to participate in applicable sub-contractor orientation programs prior to working on company property or equipment.

General/Operations Managers shall advise sub-contracted vendors when appropriate of safety requirements related to the company facilities/property, vehicle maintenance/service and transportation operations.

Sub-contractors will be subject to audit and inspection on an announced or unannounced basis at the discretion of the Safety Department. Sub-contractors that fail to meet the standards of this SSPP or any of the company's safety requirements will be responsible to take immediate corrective actions, to satisfy the discrepant areas of the inspection. Sub-contractor non-compliance may result in work stoppage, possible liquidated damages, employee dismissal. Willful or repeated non-compliance will result in the sub-contractors dismissal.

SECTION 13: HAZARDOUS MATERIALS

13.0 Hazardous Materials Program

TTC has established hazardous material program, to ensure that employees are provided adequate safeguards from injury and sickness that could result from the improper use or storage of hazardous materials. The program shall ensure company compliance with the Federal Hazard Communication Act (29 CFR 1910.1200), and any applicable state or federal environmental regulations. The principle activities necessary to support these requirements include:

- a. Determine which regulations must be followed and ensure all organizational elements are aware of the requirements.
- b. Develop the company Policy and Procedures to implement applicable laws and regulations.
- c. Obtain and maintain a Material Safety Data Sheet (MSDS) for each toxic substance in the workplace.
- d. Provide instruction/training to employees on the proper use of all work materials, the adverse health effects of any toxic substance in the workplace, how to use each substance safely, and what to do in case of an emergency.
- e. Advise employees of their right to obtain further information from the Toxic Substances Information Center.
- f. Notify the local Fire Department of the location and characteristics of each listed toxic substance regularly present in the workplace.
- g. Maintain proper labeling and storage requirements on all toxic substances in the workplace.
- h. Establish procedures for hazmat clean-up.
- i. Maintain emergency contact information.

The Safety Department will have a hazardous material program in place to ensure that hazardous materials and other risks are identified in each job responsibility. All job description will be periodically evaluated, to reflect the work that is being performed. Statements will be taken from employees doing the work as well as the Supervisor/Manager. Employee job descriptions will be up-dated and/or developed from these evaluations.

SECTION 14: DRUG AND ALCOHOL PROGRAM

14.0 Drug and Alcohol Policy

TTC has a drug and alcohol program that maintains and enforces drug and alcohol policies, procedures and testing requirements that meets or exceeds all applicable Federal, State and Local regulations. The policy is reviewed annually.

The company is committed to ensuring that the safety and security of its operations are maintained through a thorough fitness for duty program that incorporates education, awareness, enforcement and discipline. Fitness for duty is a primary concern at TTC.

General/Operations Managers shall ensure that all employees (to include sub-contracted employees) comply as required with drug and alcohol testing programs through the Division Drug/Alcohol, Program Administrator. Compliance monitoring and audit programs shall be implemented by the Safety Department to ensure compliance with regulations at a minimum of twice annually, as noted in this document.

The company's drug and alcohol policy include: illegal drugs, prescription medications and over-the-counter (OTC) medicines. Training is provided to all employees on substance use and abuse in accordance with Federal and State regulations and company policies.

Employees who are classified as "safety-sensitive" are subject to random drug testing. In addition all employees are subject to reasonable cause testing. If someone in a supervisory capacity has reason to suspect that an employee under their supervision is under the influence of drugs or alcohol, the employee may be taken to a designated laboratory for blood and/or urinalysis testing at company expense. An employee's refusal to submit to an examination under a random testing or reasonable cause testing may result in dismissal.

Safety-sensitive function occurs when an employee is performing, ready to perform or immediately available to perform any duty related to the operation of transit services. The following are safety-sensitive functions:

- a. Operating a revenue service vehicle, whether or not such vehicle is in revenue service.
- b. Controlling dispatch or movement of a revenue service vehicle.
- c. Maintaining a revenue service vehicle or equipment used in revenue service. Maintenance functions include the repair, overhaul and service of vehicles and/or equipment
- d. Operating a revenue or non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL).
- e. Operating a company vehicle as assigned or for provisional services.
- f. Carrying a firearm or otherwise providing for security purposes.
- g. Supervising, where the supervisor performs any functions listed in items 1-5 above.

TTC has evaluated the actual duties performed by its employees and determined which employees perform safety-sensitive functions. A list of safety-sensitive positions is included in the company's Drug and Alcohol policy. All new job position will be evaluated to determine if the new position is to be considered safety-sensitive.

Employees who refuse to submit to require testing or who test positive will be relieved of duty immediately. In addition, the employee may be referred to the company's Employee Assistance Program and may be subject to other disciplinary action according to company policy.

SECTION 15: FACILITIES AND EQUIPMENT INSPECTIONS

15.0 Inspection Criteria

TTC Divisions are responsible to establish a list of facilities, physical equipment and rolling stock subject to inspection and submit the list to the Safety Department. The Safety Department shall assist each division in developing inspection procedures, checklists and standards to ensure that the requirements of SSPP are met. All divisions will maintain the original facility and equipment inspection documents and provide copies of those documents to the Safety Department upon request.

The Safety Department will perform quality assurance and maintenance control inspections on an announced and unannounced basis on company divisions to identify and document compliance with local, State and Federal regulations regarding safety and environmental issues, and provide assistance to control hazards. For non-compliant issues identified during the audits and inspections, a Corrective Action Plan (CAP) report will be developed as a formal means to document, evaluate, resolve and trend compliance issues.

15.1 Maintenance Control Policy

The company's maintenance policy provides information necessary for effective maintenance on the company's facilities, administrative vehicles and equipment. Preventive maintenance activities keep the facilities, administrative vehicles and equipment in reliable running order, prevent service disruptions, and promote the longevity of equipment and systems. The policy also establishes a method for implementing and monitoring the preventive maintenance schedule. The mission of the company's Maintenance Department is to provide Safe, Clean, Reliable, and well-maintained vehicles, equipment and facilities through the efforts of a committed work force using the latest tools, equipment and technology. Complete customer safety and satisfaction are the driving force for each Maintenance Department Employee.

The maintenance policy specifically identifies the equipment, inspection procedures, checklists and standards to comply with this SSPP. Company facilities will be 100% ADA compliant. ADA equipment inspections, procedures and standards will be inclusive in the maintenance policy.

SECTION 16: PROCUREMENT

16.0 Procurement Requirements and Responsibility

TTC's procurement process is designed to support the requirements of the System Safety Program. Each division shall maintain a complete library of company policies and procedures in support of companywide procurement practices. All Safety-Critical purchases are subject to review by the company's Senior Management Team and the Safety Department to ensure SSPP compliance. The Safety Department also ensures that the appropriate warehousing and materials control policies are in place throughout the company, to include shelf-life policies and procedures for access to and distribution of hazardous, flammable or security-related items.

The purchases of vehicles, equipment and services are managed by the company's Senior Management Team. Purchases are consistent with 14-90.007 Vehicle Equipment Standards and Procurement Criteria. Newly purchased vehicles must be certified by the original chassis manufacturer to conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) in effect on the date of manufacture as required by 49 CFR Part 567. A decal or plate shall be affixed to the vehicle stating this certification.

In addition, all vehicle purchases that have been modified must also be certified by the company or individual making alterations that such alterations conform to all applicable FMVSS in effect on the date of alteration as required by 49 CFR Part 567. A decal or plate shall be affixed to the vehicle stating this certification.

The Safety Department will ensure through coordination, periodic audits and spot checks that the SSPP standards maintained and are addressed when obtaining equipment, facilities or materials. All replacements parts shall comply with manufacturers' standards and purchasing must order components that meet specifications or manufacturers approval for alternate sources.

General/Operations Managers shall obtain and maintain Material Safety Data Sheets (MSDS) on all chemical products used/stored at their facilities. They will also assure of all chemical products and/or dangerous materials are properly marked, labeled and stowed in storerooms.

SECTION 17: MAINTENANCE AUDITS AND INSPECTIONS

17.0 Maintenance Policy and Program

TTC has established a Maintenance Policy which covers its maintenance activities for all divisions. This policy defines service intervals, safety inspections, vehicle inspections and safety-critical equipment and the company's Maintenance Quality Assurance Program.

Company divisions shall maintain a copy of the all maintenance policies, plans, standard operating procedures and this SSPP.

17.1 Maintenance Activities and Responsibilities

The company's pre and post operational vehicle inspections, in addition to the preventive maintenance programs, shall ensure that no vehicle enters revenue service with critical safety-related defects. Maintenance Departments are responsible for ensuring that proper maintenance is performed and supporting documentation is developed and controlled. Retrofitted equipment, unscheduled repairs and preventive maintenance actions shall be documented on service/work orders. Maintenance supervisors shall monitor all work performed on vehicles.

Maintenance practices shall be established using the original Equipment Manufacturer's Maintenance and Repair Manuals with prescribed maintenance schedules and frequencies. Industry best practices and supplemental training will also determine maintenance practices, in addition to compliance with State and Federal law. A maintenance record shall be assembled and maintained showing the maintenance history on each transit vehicle in the company's service.

Maintenance departments shall maintain all pre-operational and post-operational Daily Vehicle Inspections (Form 12), to include the work orders that reflect the repair of inspection discrepancies, as required in Rule Chapter 14-90 FAC.

Maintenance departments shall perform scheduled preventive maintenance on all service vehicles to include administrative vehicles. This scheduled maintenance program must include all major vehicle components and systems and will require inspection and service intervals of not less than the minimum recommended by the original equipment manufacturer.

The Safety Department may require the implementation of additional equipment inspection requirements, if it is determined that a common condition exists that adversely affects the safe operation of the equipment.

In addition, company facilities and equipment shall be routinely inspected by the Maintenance and Safety Department to verify compliance with section 341.061, F.S., rule 14-90 F.S. and occupational and fire/life-safety requirements.

17.2 VEHICLE SAFETY EQUIPMENT REQUIREMENTS

TTC vehicles shall be equipped with the following safety equipment:

1. Working seat belts for all ambulatory seat positions.
2. A seat belt cutter or cutting tool to remove seatbelts and other straps in an emergency.
3. Mobility device/wheelchair accessible vehicles will have a wheelchair securement system and restraining devices for each wheelchair position including a seatbelt and shoulder harness assembly as required by the ADA Accessibility Specifications for Transportation Vehicles.

4. At least one fully charged (charge must be readily identifiable) dry chemical fire extinguisher with a minimum rating of 1 ABC.
5. Required supply of safety reflectors and/or flares.
6. One fully equipped first aid kit.
7. One fully equipped spill kit.
8. Two-way radio or communication to permit direct communication with a dispatcher and/or supervisor.
9. Fully operational AVL and or MDT system.

17.3 Semi-annual Vehicle Audits and Inspection Report

Maintenance and safety departments shall conduct semi-annual safety inspection on the service vehicles that are used in the division service. A qualified inspector will perform the vehicle inspections as defined in rule chapter 14-90.009, using the annual vehicle safety inspection report (Form #3). All vehicle inspection records shall be maintained for the service life of each vehicle and/or a minimum of four years.

SECTION 18 – ACCIDENT AND INCIDENT REPORTING

18.0 TRAFFIC ACCIDENT REPORTING

TTC divisions shall ensure that all traffic accidents whether minor or major are properly investigated and reported to the Safety Department. Initial reports of accidents shall be conveyed to the Safety Department on the forms that are provided in this document.

18.1 TRAFFIC ACCIDENT REPORTING PROCEDURES

1. Division operators shall report all traffic accidents (minor or major) to their divisions dispatch department.
2. The divisions dispatch departments will notify the appropriate law enforcement and/or rescue unit immediately upon notification of an accident. In addition, the dispatcher shall notify the division's road supervisor, manager, safety department and or the affiliated contractor immediately after making contact with emergency (911) operator.
3. The dispatcher shall immediately contact and confirm with the vehicle operator that the law enforcement and rescue units (to include the road supervisor) have been contacted and are on their way.
4. When appropriate, the dispatcher shall receive situational/event updates from the road supervisor who was dispatched to the scene to provide assistance to the operator and initiate an investigation.
5. The dispatcher shall complete an "Accident/Incident Notification Report" and shall be electronically forwarded to the Safety Department within two (2) hours of the occurrence.
6. All accident shall be evaluated by the Safety Department to determine whether or not the accident was preventable without regards to the determination of fault. A copy of the "Accident Evaluation Report" shall be forwarded to the Safety Department within three (3) workdays of the accident.
7. Following the accident, the General/Operations Managers will obtain one original copy of the final accident report from law enforcement or accident investigation agency. A copy of this report, in addition to the division's investigation results, shall be sent to the Safety Department as soon as it becomes available. (Note: If no accident report is made by law enforcement or accident investigating agency, the "No Report Made" box on the "Accident/Incident Notification Report" (Form 5) must be checked and reason given).
8. The Safety Department shall prepare a monthly log sheet of accidents using (Form 9).

18.2 Notification Criteria

The Safety Department shall contact the State and Federal agencies as required by law within 2 hours in the following situations:

- a. A fatality at the scene; or where an individual is confirmed dead within 30 calendar days of a transit-related incident;
- b. Injuries requiring immediate medical attention away from the scene for two or more individuals;
- c. Property damage to company vehicles, non-company vehicles, other company property or facilities, and non-company property that equals or exceeds \$25,000;
- d. An evacuation due to life safety reasons;

18.3 INCIDENT REPORTING

Division operators shall report all incidents and service interruptions to their divisions dispatch department.

Incident Definition

- A. An incident is any non-traffic accident event:
- B. That may involve a minor injury or suspected injury to any clients, passengers, employee and/or other bystander that does not require immediate medical emergency transportation or hospitalization
- C. Where there has been a criminal offense committed against any passenger and/or employee
- D. Where there is a dispute, argument or complaint involving any client, passenger, employee or other person, which may result in a police report or a complaint being filed.

Report Requirements

General/Operations Managers shall ensure that all incidents are properly investigated and reported to the Safety Department. All incidents shall be reported on the Division Incident Report (Form # 10) enclosed in this document and includes the following information:

- A. Details of the accident/incident (date, time, place, what occurred, etc.)
- B. Name of the driver/employee/sub-contractor contractor involved
- C. Vehicle number involved
- D. Names of any other party(s) involved or witnesses including the names of all the passengers riding the vehicle when the incident happened

18.4 REPORTING REQUIREMENTS

General/Operations Managers are responsible for submitting the following reports and/or documents to the Safety Department within the time frames listed below.

1. Accident/Incident Notification Reports and Accident Investigation Reports

- A. "Accident/Incident Notification Report (Form # 5)
- B. "Accident Report" (Form # 6)
- C. "Post Accident Drug and Alcohol Testing Determination" (Form # 11), this form must be completed for each accident and incident involving an in-service vehicle or driver and a copy submitted to the safety department with twenty-four (24) hours of the occurrence.

2. Accident evaluation report

The Division Manager shall determine whether or not the accident was preventable, without regard to the determination of fault, shall evaluate all accidents and/or incidents involving an in-service vehicle and/or operator. A copy of the accident evaluation report (Form # 7) shall be provided to the safety department within three (3) working days of the accident and/or incident unless otherwise directed.

18.5 SERVICE AND ROUTE SUPERVISION

TTC deploys professional Road Supervisors to provide responsive, on-road management for the fleet for the service area coverage. Our service supervision promotes a successful operation, safety, and high level of customer satisfaction. TTC also offers a more comprehensive road supervision coverage by adding tablets for our Road Supervisors, which allows them to complete paperwork in real time, and stay connected while in the field. Effective communication between our operations

team is imperative. The Road Supervisor schedule provides staggered coverage to observe and support on-time pull out from the lot, as well as driver pre and post-trip vehicle inspections. Additionally, Road Supervisors conduct road observations and ride-along with drivers during shifts for quality assurance. This promotes positive customer service in addition to monitoring compliance with TTC, state, and federal laws for safe vehicle operation.

SAMPLE

SECTION 19: EMERGENCY MANAGEMENT

19.0 Emergency Preparedness

TTC affiliates have received materials for employees that contain emergency response procedures. The company uses the NIMS for incident management, documented in its Security Program Plan and in its emergency preparedness documentation.

Division Managers are responsible to work with their local contractors, city, county and municipalities Emergency Operations Centers (EOC) to provide training and participate in exercises to ensure preparedness for any emergency.

The Safety Department has the primary responsibility to support the development of emergency procedures company-wide, to ensure that all employees are properly trained in emergency procedures, to ensure that first responders are properly trained and to document all emergency preparedness activities.

The Safety Department shall put into place an Emergency Management and Preparedness Plan. The plan will establish the framework through which company employees prepares for, responds to, recovers from, and mitigates the impacts of a wide variety of disasters that could adversely affect the health, safety and/or general welfare of the residents of the division's local community. The plan will provide guidance on procedures, the organization, responsibilities regarding response activities and describes the basic methods of operation, Emergency Operations Center response activities, activation levels and Federal Assistance guidelines.

The Safety Department shall supply the company affiliates with a Hurricane plan to provide more specific emergency preparedness and response for hurricanes. The plan is designed to:

- Safeguard employees, passengers, and citizens prior to the event/storm.
- Protect company employees, vehicles and facilities

Provide emergency transportation services at the discretion of the local Emergency Operations Center, before, during or after the storm

- Be ready to provide recovery operations immediately following an event/storm

The plan provides for management, operations and recovery for all storms based on the severity, projected path and actual areas affected by a storm.

19.1 Emergency Back-up Systems

TTC utilizes a 256-bit AES encrypted corporate file sharing system with 15TB of storage. This system allows access from virtually anywhere in the world as long. This system replicates to a cloud server as well as an on premises server at our main location for Disaster Recovery in the event our corporate cloud system fails. TTC also utilizes an end to end VoIP network that allows high availability communication and collaboration within the company without the need of traditional PBX headaches and location of the user.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
PURPOSE OF PLAN	1
POLICY STATEMENT	2
IMPLEMENTATION PLAN	3
ADMINISTRATIVE RESPONSIBILITY	4
UTILIZATION - WORKFORCE ANALYSIS	6
PERSONNEL PROCEDURES	7
...Recruitment, Selection & Placement	
...Promotions	
...Training	
...Testing	
...Union	
...Workforce Attitude	
COMPLIANCE WITH SEX DISCRIMINATION GUIDELINES	9
COMPLIANCE WITH RELIGION AND NATIONAL ORIGIN GUIDELINES	11
REAFFIRMATION OF COMPANY'S EEO POLICY AND AFFIRMATIVE ACTION	11
SEXUAL HARASSMENT POLICY STATEMENT	13
DISABLED AND VIETNAM ERA VETERANS POLICY STATEMENT	14
REASONABLE ACCOMMODATION POLICY STATEMENT	15

INTRODUCTION

Total Transportation Corp. provides ADA and school bus transportation for the Northeast Region.

Upon request, this affirmative action plan is available for review by any employee or applicant for employment by appointment during regular business hours. Please contact Agostino Vona, President, at 718-647-2988 for additional information.

PURPOSE OF PLAN

Total Transportation Corp. developed this Affirmative Action Plan to provide positive action and to assure that Equal Employment Opportunities are given to all minorities and women who are employed by or seek employment with the Company. The Company is committed to the support of this Plan and to the good-faith effort to achieve its objectives. This Affirmative Action Plan has been developed according to Executive Order No. 11246.

The specific objectives of this plan are to:

1. Identify underrepresentation of minorities or people of color and/or women and the underutilization of women and members of any racial and ethnic group in this plan at all levels of employment.
 2. Establish realistic policies and practices to achieve the goal of full utilization of women and minorities or people of color.
 3. Take prompt good-faith efforts to meet the goal of full utilization.
 4. Provide data collection, evaluation and reporting systems to evaluate the effectiveness of this Affirmative Action Plan.
-

POLICY STATEMENT

Total Transportation Corp.'s Equal Employment Opportunity and Affirmative Action Policy is to apply to all employees and applicants.

Policy

1. It is the Company's policy to provide equal employment opportunity to all employees and applicants for employment without regard to race, sex, color, creed, religion, national origin, age, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations of federal, state and city entities. This policy applies to all the terms and conditions of employment including, but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training. Advancement to positions of greater responsibility is based on an individual's abilities and demonstrated performance.
2. The Company is committed to Equal Employment Opportunity and as part of our Affirmative Action Plan we shall:
 - (a) Recruit, hire, upgrade, train and promote in all job classifications, without regard to race, sex, color, creed, religion, age, national origin, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations of federal, state and city entities;
 - (b) Base employment decisions on the principles of Equal Employment Opportunity, and with the intent to further the Company's Affirmative Action commitment;
 - (c) Ensure that all terms and conditions of employment such as compensation, benefits, layoff, return from layoff, Company-sponsored training, educational tuition assistance, social and recreation programs, shall be administered without regard to race, sex, color, creed, religion, age, national origin, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations federal, state and city authorities;
 - (d) Ensure that promotion decisions will be made in accordance with the principles of Equal Employment Opportunity and Affirmative Action by imposing only valid requirements for promotional opportunities;

- (e) Take action to prevent harassment including sexual harassment or intimidation of all employees, particularly those encompassed by the Company's affirmative action efforts.
- 3. The Company will vigorously pursue opportunities to recruit and develop job candidates who have the desire and potential for becoming qualified employees through our Affirmative Action Program.
- 4. Management performance in this program will be evaluated, as is performance in other company goals.
- 5. Agostino Vona has been assigned responsibility for the implementation and administration of the Affirmative Action Program. He also has been designated to develop and administer the Affirmative Action Program and ensure that the intent and practice of this policy is carried out.

IMPLEMENTATION OF PLAN

Agostino Vona, President of Total Transportation Corp., is responsible for the internal and external dissemination of all policies.

- A. Internally, the Company will disseminate the Equal Employment Opportunity and other related Policies as follows:
 - 1. All EEO/AA related policy statements will be included in the Company's Policy and Procedure Manual.
 - 2. All EEO/AA related policy statements are permanently posted on the Company bulletin board.
 - 3. The Company's Equal Employment Opportunity and other related Policies will be communicated and discussed with all employees at meetings as needed. Individual employee's responsibilities will be explained.
 - 4. On an ongoing basis, the Company's Equal Employment Opportunity related Policies will be discussed at employee orientations and training sessions.
 - 5. When employees are featured in product or consumer advertising, employee handbooks or similar publications, both minorities or people of color and women will also be pictured.
 - 6. The existence of the Company's Affirmative Action Plan will be

communicated to all employees on an ongoing basis. Such elements of the plan will be made available and would enable such employees to know and avail themselves of its benefits.

- B. Externally, the Company will disseminate the Equal Employment Opportunity and other related Policies as follows:
1. All recruiting sources will continue to be informed, on an ongoing basis, both verbally and in writing of the Company's Equal Employment Opportunity and Affirmative Action Policy. We also encourage them to actively recruit and refer minorities or people of color and female candidates.
 2. Purchasing is to incorporate the equal employment clause in all purchase orders, leases, contracts, etc., as required by law, executive orders, and implementation rules and regulations. Written notice is to be sent to all subcontractors, vendors and suppliers requesting appropriate action on their part.
 3. Minorities or People of Color and women's organizations, community agencies, and referral agencies will be notified verbally and, in writing, on an ongoing basis, relative to the Company's Equal Employment Opportunity Policy and job openings.
 4. All employment candidates are to be informed of the Company's Equal Employment Opportunity and Affirmative Action related Policies. If requested, prospective employees may review sections of the Affirmative Action Plan that would allow the individuals to know and avail themselves of the benefits of the program.
 5. When employees are pictured in consumer or help wanted advertising, both minorities or people of color and women will also be shown.
 6. Recruitment advertisements, and literature, bear the phrase, "An Equal Opportunity/Affirmative Action Employer."

ADMINISTRATIVE RESPONSIBILITY

Agostino Vona, President of Total Transportation Corp. and the Equal Employment Opportunity Designee are responsible for the effective administration of this Affirmative Action Plan. Her responsibilities include, but are not limited to the following:

1. Developing all affirmative action plans and programs, policy statements, and internal and external communications techniques;

2. Designing and implementing data collection and reporting systems that will:
 - (a) identify areas and degrees of underrepresentation and underutilization, and other disparities in all selection processes and indicate the need for remedial action;
 - (b) determine the degree to which the goals and objectives of affirmative action plans are being met; and
 - (c) measure the effectiveness of the affirmative action plans.

 3. Summarizing statistical data and other relevant information to identify underrepresentation and underutilization, and other problem areas;
 4. Developing and implementing programs and other measures for corrective action as are necessary to achieve the goals and objectives of the plan and to alleviate underrepresentation and/or underutilization and other problem areas;
 5. Reviewing and approving the adequacy of affirmative action efforts at all stages of the employment selection process;
 6. Establishing realistic programs for achieving compliance with this Affirmative Action Plan and providing technical assistance;
 7. Preparing written reports evaluating implementation and progress of the affirmative action plan and recommending necessary changes;
 8. Engaging in regular discussions with all employees to assure that the Company's policies are being followed;

 9. Serving as liaison between the Company and enforcement agencies;
 10. Remaining informed of the latest developments in the equal employment area, including the requirements of law and designing updates and improvements to affirmative action plan in response to such developments;
 11. Serving as liaison between Company and minority organizations, women's organizations and community groups concerned with employment opportunities of minorities or people of color and women;
 12. Establishing reasonable goals and timetables for achieving compliance with this Affirmative Action Plan where there is manifest underutilization;
-

13. Ensuring that meetings are conducted with subordinate administrators, managers and supervisors to explain individual goals and responsibilities;
14. Ensuring that minorities or people of color and women are selected to participate in educational, training, administrative and part-time activities, which serve to ensure, full representation;
15. Ensuring that all subordinate, managers, supervisors and administrators receive annual written evaluations of the affirmative action efforts and results.

UTILIZATION ANALYSIS

The following section represents an analysis of the workforce. The representation of minorities or people of color and women employees have been compared to the availability of the labor force as reported by the U.S. Department of Labor, Bureau of Labor Statistics, in the 1990 Annual Averages from the Current Population Survey.

It is believed that advertising in minority publications and utilizing employment ads, will provide notice to potential applicants Total Transportation Corp. is committed to equal employment opportunity and affirmative action.

Our capacity to check and monitor applicant flow and respond to women and/or minorities or people of color applicants leaves us confident that protected class applicants will be responded to as they appear as job candidates.

Establishment of Goals & Timetables

The following procedures will be followed in establishing the goals and timetables for the Company:

- A. On an annual basis, the Company will consider the result that could reasonably be expected from putting forth every good-faith effort to make the overall Affirmative Action Program work. The goals and timetables set by the Organization will be determined by reviewing the anticipated activity, the current rates of utilization and the availability of qualified candidates.
- B. Goals will be significant, measurable and attainable.
- C. Goals will be specific for planned results, with timetables for completion.
- D. Goals will not be quotas which are rigid and inflexible. Goals will be targets reasonably attainable by means of applying good-faith efforts to make all aspects of

the entire Affirmative Action Program work.

- E. Goals, timetables and affirmative action commitments will be designed to correct any identifiable deficiencies.
- F. Where deficiencies exist and where numbers of percentage are relevant in developing corrective action, the Company will establish specific goals and timetables separately for minorities or people of color and women.
- G. Such goals and timetables, with supporting data, will be part of the Organizations written Affirmative Action Program.
- H. Support data for the required analysis will be compiled and maintained as part of the Affirmative Action Program. This data does include but is not limited to applicant flow data and personnel transactions, indicating minority and sex status.
- I. In establishing timetables, the Company will consider the anticipated expansion, contraction and turnover of its workforce. This would include a review of anticipated vacancies in the major job groupings for the next year and any other pertinent period related to the Affirmative Action Program.
- J. A goal will be established for each job group in which underutilization exists; a specific timetable will be established for reaching the ultimate goal in the minimum time period feasible.
- K. For each job group in which underutilization exists, the Company will establish annual rates of hiring and/or promoting minorities or people of color and women until the ultimate goal is reached. These rates can be achieved by putting forth good-faith efforts, including the use of available recruitment and training facilities. Numerical goals based on projected openings will be provided but not used in place of percentages goals. Goals will be stated as actual numbers and as percentages.

PERSONNEL PROCEDURES

RECRUITMENT

- A. Total Transportation Corp. has contacted minorities or people of color and women's organizations for referrals including the following (list all referral contacts):
- B. The Company has held formal briefing sessions on company premises with representatives of recruiting sources. These sessions have included tours, presentations by minorities or people of color and female employees, and provide clear and concise explanations of current and future job openings, as well as of the company's selection process. The company has made position descriptions, worker

specifications and recruiting literature available to these representatives. The Company has also made formal arrangements with these recruiting sources for referral of applicants and feedback on the hiring status of applicants.

- C. The Company actively encourages minorities or people of color and female employees to refer applicants.
- D. The Company makes special effort to include minorities or people of color and women on the Personnel Relations staff.
- E. The Company makes minorities or people of color and female employees available for participation in Career Days, Youth Motivation Programs, and related activities in the community.
- F. The Company participates actively in local "job fairs."
- G. The Company carries out active recruiting programs at secondary schools, junior colleges and colleges with predominantly minorities or people of color and/or female enrollment.
- H. The company makes a special effort at schools to recruit minorities or people of color and women.
- I. Whenever possible, the Company undertakes special employment programs such as: (list all special programs.)
- J. The Company includes minorities or people of color and female members of the work force in recruiting brochures which present pictorial work situations.
- K. The Company advertises on a regular basis in help-wanted sections of minorities or people of color and women's interest media.

PROMOTIONS

The Company does the following to ensure that minorities or people of color and female employees have equal opportunity for all promotions:

- a) Promotional opportunities are posted or announced.
- b) An inventory of the skills, academic and experience level of current minorities or people of color and female employees is maintained.
- c) Necessary remedial, job training and work-study programs are provided.

- d) Formal employee evaluation programs are provided.
- e) Worker specifications are validated based on job performance related criteria.
- f) Supervisory personnel submit written justification if they do not upgrade seemingly qualified minorities or people of color or female employees.
- g) Seniority practices and seniority clauses in union contracts are reviewed to ensure that such practices or clauses are nondiscriminatory and do not have a discriminatory effect.

TRAINING

All Company training is open to all employees upon request.

TESTING

The Company does not currently administer any employment tests. (If Company does administer an employment test, please describe.)

UNIONS

- United Service Workers Union 355
- Amalgamated Transportation Union 1181
- Transit Workers Union Local 100
- United Service Workers Union 455

WORKFORCE ATTITUDE

There is a favorable attitude towards the hiring and advancement of minorities or people of color and women. The Company demonstrates its positive commitment to equal employment and affirmative action.

COMPLIANCE WITH SEX DISCRIMINATION GUIDELINES

A. Recruitment and Advertisement

1. Total Transportation Corp. recruit's employees of both sexes, selecting candidates on the basis of their qualification for the jobs.

2. Advertisement in newspapers and other media are not to express a sex preference.

B. Job Policies and Practices expressly indicate that there should be no discrimination based on sex.

1. An employee of either sex has an equal opportunity to any available job that she or he is qualified to perform.
2. Total Transportation Corp. does not make any distinctions based upon sex in employment opportunities, wages, hours, benefits or other conditions.
3. There are no distinctions made in marital status of employees.
4. Total Transportation Corp. does not deny employment to employees with young children.
5. Total Transportation Corp. does not refuse to hire men or women for particular jobs due to lack of appropriate restrooms or associated facilities. Appropriate facilities are available to both sexes.
6. Total Transportation Corp. does not deny any jobs to women on the basis of state protective laws or customer preference.
7. Women will not be penalized in their conditions of employment because they require time away from work on account of childbearing. Following childbirth, and upon signifying her intent to return to work within a reasonable time, every effort will be made to reinstate female employees to the same position or an available position of like status and pay, without loss of service credits.
8. There will be no age distinction between male and female employees on the basis of sex in reference to either mandatory or optional retirement.
9. Seniority or progression lines are not based solely upon sex.

C. Wages

1. Total Transportation Corp. compensates all employees equally based on job classification, experience and ability.
2. There is no position at Total Transportation Corp. for which sex is a bonafide occupational qualification.

D. Affirmative Action

1. Affirmative action is being taken to recruit women to apply for those jobs where they may have been traditionally excluded.
2. Total Transportation Corp. is committed to including women as candidates in all programs that will provide them with opportunities to attain management positions.
3. There are no distinctions based on sex for inclusion in any training program.

COMPLIANCE WITH RELIGION AND NATIONAL ORIGIN
GUIDELINES

It is the policy of Total Transportation Corp. to recruit, hire, train and promote for all job titles without regard to religion or national origin.

Recruitment and recruitment advertising is to be conducted in a way that does not imply a preference for people of specific religious backgrounds or national origins. Additionally, our policy of Affirmative Action and Equal Employment Opportunity is to be communicated to sources that include organizations with representation of members of various religious and national origin backgrounds.

The Company will accommodate the religious observances and practices of all employees or prospective employees unless the accommodation would levy an undue hardship on the conduct of the business. In determining whether such accommodation would levy undue hardship, the Company will consider at least the following factors:

- a. business necessity,
- b. financial cost and expenses, and
- c. resulting personnel problems.

REAFFIRMATION OF COMPANY'S EEO POLICY AND AFFIRMATIVE ACTION

Total Transportation Corp. reaffirms its commitment to the spirit and intent of Equal Employment Opportunity and Affirmative Action. It is the policy of the Company to provide equal employment opportunity to all employees and applicants. Advancement to positions of greater responsibility is based on an individual's abilities and demonstrated performance.

It is the Company's Policy to:

- a. recruit, hire, upgrade, train and promote in all job classifications, without regard to race, color, creed, religion, national origin, age, disability, marital status, sexual orientation or sex in accordance with all applicable laws, directives and regulations of federal, state and city entities;
- b. base employment decisions on the principles of Equal Employment Opportunity, and with the intent to further the Company's Affirmative Action commitment;
- c. ensure that all other personnel actions such as salary, benefits, layoffs, return from layoffs, Company-sponsored training, educational programs shall be administered without regard to race, color, religion, national origin, age, disability, marital status, sexual orientation or sex.
- d. ensure that promotion decisions will be made in accordance with the principles of Equal Employment Opportunity and Affirmative Action by imposing only valid requirements or promotional opportunities;
- e. take action to prevent harassment or intimidation of all employees, particularly those encompassed by the Company's affirmative action efforts.

Each employee of the Company has a responsibility to support these objectives and to ensure that this policy is fully implemented within our organization. Ensuring a pleasant working environment free of discrimination is the responsibility of everyone at Total Transportation Corp.

The Company encourages any employee to raise questions he or she may have regarding Equal Employment Opportunity and the Affirmative Action Program.

Agostino Vona and the Equal Employment Opportunity Designee, have been assigned responsibility for the implementation and administration of the Affirmative Action Program. They have also been designated to develop and administer the Affirmative Action Program and ensure that the intent and practice of the policy are carried out; however, the ultimate responsibility for fulfilling the intent of this policy lies with every employee of Total Transportation Corp.

President's Signature

Date

SEXUAL HARASSMENT
POLICY STATEMENT

Total Transportation Corp. is unequivocally committed to the concept that every employee is entitled to a working environment free from sexual harassment.

Sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature will constitute sexual harassment when:

- Submission to conduct is either explicitly or implicitly a term or condition of an individual's employment, or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals, or
- The conduct has the purpose or effect of unreasonably interfering with an affected person's work performance, or creating an intimidating, hostile, offensive work environment.

Total Transportation Corp. considers sexual harassment to be a form of employee misconduct. Sanctions will be enforced against individuals engaging in sexual harassment and against supervisors and managerial personnel who knowingly allow such behavior to continue.

Employees who feel that they have been the victims of sexual harassment may file a complaint with Agostino Vona.

This policy will be posted in all offices of the company so that employees will have knowledge of the agency's stance on sexual harassment.

President's Signature

Date

DISABLED AND VIETNAM ERA VETERANS
POLICY STATEMENT

Total Transportation Corp. will not discriminate against any employee or applicant for employment in regard to any position for which the employee or applicant is qualified. We will take affirmative steps to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era at all levels of employment, including the executive level and employment practices such as the following:

- recruitment process
- employment upgrading
- demotion
- transfer
- training
- rate of pay
- termination
- layoff and other forms of compensation

President's Signature

Date

REASONABLE ACCOMMODATION
POLICY STATEMENT

Total Transportation Corp., in conformance with all relevant federal and state non-discrimination and affirmative action statutes, regulations and other administrative directives, including but not limited to the Rehabilitation Act of 1973, as amended, the NYS Human Rights Law, the NYS Civil Rights Law, The Americans with Disabilities Act of 1990, it is the policy of Total Transportation Corp. to provide reasonable accommodations to persons with disabilities who are otherwise qualified for employment for which they are applying or in which they are employed.

This policy applies to all employment practices and actions, including, but not limited to: recruitment, hiring, disciplinary actions, rate of pay or other compensation, advancement, relocation, promotion, demotion and benefits.

Reasonable accommodations can assist the company, as employers, to: overcome otherwise exclusionary employment practices, policies and consequences; provide the opportunity for participation in education and training programs which are available to other qualified employees; enhance upward mobility for employees previously restricted to lower levels; and assure the accessibility of procedures for swift and judicious resolution of complaints of discrimination consistent with this policy; other applicable statutes or regulations.

Agostino Vona for Total Transportation Corp. has been designated to oversee the implementation of the policy with this company. Please address all inquiries to Mr. Vona at 718-647-2988.

President's Signature

Date

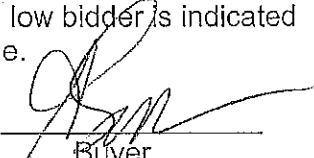
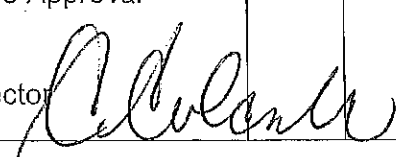


FORMAL BID RECOMMENDATION

BID NUMBER 93927-04221-053 OPEN 04/22/21 TITLE: Nassau County
Preschool Transportation
DATE: 05/21/21 TO: BUYER -Anette Sullivan FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results	
		Item	Bidder
<p>Date: 05/21/21 To: Supervisor From: Buyer Anette Sullivan</p> <p>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.</p> <p> Buyer</p>			Recommendation for an award to be made to
			Zone 1 We Transport, Inc.
			Zone 2 Educational Transportation Inc.
			Zone 3 Guardian Bus Co., Inc.
			Zone 4 L & M Bus Corp.
			Zone 5 L & M Bus Corp.
<p>Date: _____ To: Director From: Supervisor</p> <p><input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)</p>			Bids were reviewed and approved by Nassau County Dept. of Health and Fiscal Director, Deneen Jenkins See attached email.
<p>Date: <u>5/21/21</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award <input type="checkbox"/> Hold award pending discussion <input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p>_____ Director </p>			

Sullivan, Anette

From: Jenkins, Deneen
Sent: Thursday, May 20, 2021 12:54 PM
To: Sullivan, Anette
Cc: Colasurdo, Claudia; Banks, Vaughn; Schlenoff, Michael R; Jauck, Shannon M; Bianco, Annemarie; Rennie, Linda D; Schechter, Shelly
Subject: RE: Preschool Bus Bid

Hi Anette

The Health department has reviewed the bus bids amounts and here are the apparent lowest bidders are:

Zone 1 – We Transport Inc
Zone 2 - Educational Bus Transportation Inc
Zone 3 – Guardian Bus CO Inc
Zone 4 – L & M Corp
Zone 5 - L & M Corp.

Deneen Jenkins, MBA
Fiscal Director
Nassau County Department of Health
200 County Seat Drive
Mineola, NY 11501

djenkins@nassaucountyny.gov
Phone 516-227-8610
Cell 516-351-6320
Fax 516 227-8627



From: Sullivan, Anette <asullivan1@nassaucountyny.gov>
Sent: Wednesday, May 19, 2021 10:35 AM
To: Jauck, Shannon M <shannon.jauck@hhsnassaucountyny.us>; Jenkins, Deneen <djenkins@nassaucountyny.gov>; Bianco, Annemarie <annemarie.bianco@hhsnassaucountyny.us>
Cc: Colasurdo, Claudia <ccolasurdo@nassaucountyny.gov>; Banks, Vaughn. <VBanks@nassaucountyny.gov>; Schlenoff, Michael R <mschlenoff@nassaucountyny.gov>
Subject: Preschool Bus Bid

Hello All,

Please forward an email stating that the Preschool bus bids were reviewed by the Health Dept. and the apparent lowest bidders are:

Zone 1

Zone 2
Zone 3
Zone 4
Zone 5

This supporting documentation is necessary.

Please respond by Friday 5/21.

Thank you,
Anette Sullivan
Buyer
One West Street
Mineola, New York 11501
Phone (516) 571-6103
Fax (516) 571-4263
e-mail asullivan1@nassaucountyny.gov



CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

Wau County Preschool!

Date 4/22/21 Barbara Wilson
PUBLIC BID OFFICER

Client#: 356344

TOTALTRANS

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
4/20/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Katherine Kennedy PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kkennedy@connerstrong.com																						
INSURED L&M Bus Corp. 3167 Atlantic Avenue Brooklyn, NY 11208		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B:</td> <td>Interstate Fire & Casualty Company</td> <td>22829</td> </tr> <tr> <td>INSURER C:</td> <td>Underwriters at Lloyd's</td> <td>32727</td> </tr> <tr> <td>INSURER D:</td> <td>Everest Premier Insurance Company</td> <td>16045</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Everest National Insurance Company	10120	INSURER B:	Interstate Fire & Casualty Company	22829	INSURER C:	Underwriters at Lloyd's	32727	INSURER D:	Everest Premier Insurance Company	16045	INSURER E:			INSURER F:		
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INSURER F:																								

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		RM5GL00050201	12/31/2020	12/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		RM5CA00044211	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		USZ00031120	09/01/2020	12/31/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$18,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	RM5WC00075201	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Sexual Abuse/ Molestation		MR205097	09/09/2020	09/09/2021	\$1,000,000 Per Claim 1,000,000 Aggregate

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

Additional Excess Liability:

\$5,000,000 excess of \$5,000,000; Lloyd's of London policy period 12/31/2019 - 12/31/2022

RE: Bid #93927-04221-053

Coverage to be placed at time of RFP award.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

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

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



DESCRIPTIONS (Continued from Page 1)

County of Nassau is an additional insured as respects the General Liability where required by written contract.