Health Committee

WEDNESDAY, AUGUST 2, 2023

INDEX OF RES	OLUTIONS:	
COMMITTEE	RESOLUTION	TITLE
C/H/B/R	G/11	RESOLUTION AMENDING AN AGREEMENT FOR THE TRANSPORTATION OF CHILDREN WITH SPECIAL NEEDS FOR SCHOOL YEAR 2023-2024 & SUMMER 2024 — DEPARTMENT OF HEALTH Motion Made By: Seconded By: Moved: Notes:
C/H/B/R	G/12	RESOLUTION AUTHORIZING AN AGREEMENT FOR A TRANSPORTATION CONSULTANT FOR THE CHILDREN WITH SPECIAL NEEDS PROGRAM - DEPARTMENT OF HEALTH Motion Made By: Seconded By: Moved: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Stall, Gendron, Nichols

Sent To: Contracts & Agreements Committee Date August 8, 2023

Resolution No. G/11

RESOLUTION AMENDING AN AGREEMENT FOR THE TRANSPORTATION OF CHILDREN WITH SPECIAL NEEDS FOR SCHOOL YEAR 2023-2024 & SUMMER 2024 — DEPARTMENT OF HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Education Law Section 4410 and the related State Early Intervention Regulations require counties to provide transportation to authorized programs for children ages birth to five (5) years old who have been found to have developmental delays and disabilities; and

WHEREAS, The Rensselaer County Department of Health's Division of Children with Special Needs ("Department") continues to contract with a transportation consultant, VMC Group, Inc., which assists the Department in bidding out the transportation for Children with Special Needs by program clusters; and

WHEREAS, Rensselaer County obtained bids for these transportation program clusters based on program maximum capability and number of trips per day bussing is needed; and

WHEREAS, The Rensselaer County had solicited for bid number RFB-21-20 for transportation program clusters for the Division of Children with Special Needs for the period of September 1, 2021 through August 31, 2022; and

WHEREAS, The County of Rensselaer, on behalf of its Department of Health (RCDOH), entered into an agreement with Star & Strand Transportation, Inc. to provide transportation services to three of these program clusters (Clusters 3,4, and 6), as authorized by resolution G/276/21, and provided this service throughout the 2021-2022 (7/1/21-6/30/22) and 2022-2023 (7/1/22-6/30/23) School Years, based on the options for renewal established in resolution G/276/21; and

WHEREAS, Star & Strand Transportation, Inc. is unable to renew the agreement with Rensselaer County for the upcoming School Year 2023-2024 and Summer 2024 to transport to these program clusters; and

Resolution No	G/11	
Page No.	2 of 2	

WHEREAS, The Division of Children with Special Needs contacted the only remaining original bidder for these program clusters of their interest and ability to assume these program clusters, effective September 1, 2023; and

WHEREAS, Rejha Group, LLC has the ability to assume these program clusters, effective September 1, 2023 and going forward, if the County decides to continue to offer the renewal options, as set forth in resolution G/276/21; now, therefore, be it

RESOLVED, That Rejha Group, LLC will now be providing transportation services for seven (7) of the transportation clusters with an estimated contract amount of \$3,722,692.80; and be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced amended agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: Nays: Abstain:

August 8, 2023

Clerk of the Legislature	alle.	Executive Action
Sent to County Executive	COUNTY COUNTY	Approved Date
Received from County Executive	TESSIE GELLANDER	Disapproved Veto Message Attached and Returned to Clerk
Clerk of the Legislature	eremust!	County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Requeste	d by <u>Depa</u>	artment of Health
ponsor(s):	
		FISCAL IMPACT
1)]	Projected	cost of proposed legislation, if any:\$3,722,692.80 current year \$ ongoing expenses per year
		f financing – note all that apply (federal funding, state funding, bonding, tax: State Funding / Tax Levy
		For federal funding: amount \$ and length of time federal funding is available Is it available for ongoing expenses? Yes or No
		For state funding: amount $$_2,215,002.22$ and length of time state funding is available $$_3$$ Years . Is it available for ongoing expenses? Yes $$\underline{X}$$ or No $$_$
		If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing: Principal \$ Total projected interest costs \$
		Tax levy impact for current year \$1,507,690.58 and ongoing \$
	e)	Other (please explain) \$
3)]	s this exp	ense or program mandated? Yes <u>X</u> No
4)]	Length of	expense or project (one time only, ongoing, etc.): Ongoing (9/23-8/24)
1	oroduce o	on for the appropriation/expenditure requested. Include any revenue this will r any expense that will be avoided: Mandated Program to provide services ren with Special Needs under Article 89 and Part 200 of State Education

Department Head

Maryfran Wachunas



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

JAMES R. GORDON DIRECTOR

August 17, 2021

Eugene Reves, Director Rejha Group, LLC 23 Railroad Avenue Albany, NY 12205

RE:

RFB-21-20 Transportation of Children with Special Needs for School Year 2021-2022 and

Summer 2022 - Rensselaer County Department of Health - NOTICE OF AWARD

Dear Mr. Reyes:

I am pleased to inform you that your firm has been awarded the contracts for Program Cluster Number(s) 1, 2, 7 and 8. The awards are based on your ability to meet Rensselaer County Specifications and your low bid amounts. The Contract is effective September 1, 2021 through August 31, 2022 with the option of four (4) additional one (1) year renewals subject to the approval of the Rensselaer County Attorney.

Subsequent agreement years: With respect to each year subsequent to the first year, the payment to each transportation provider would be increased by an amount equal to the increase in the CPI, as of the first day of the month in which Rensselaer County exercises its option of renewal, or three percent (3%), whichever is less.

- Star and Strand Transportation, Inc., received award of Program Cluster Number(s) 3, 4 and 6; and
- Durham School Services, LP received award of Program Cluster Number 5.

Per the bid specifications your firm must provide the following documentation as outlined on Page 17: Material to Be Submitted to Ann Hansen, Director of Children with Special Needs: #7 FCC Radio License Number(s) (See Appendix A. Section IV of the bid for specifics) and #8 Certificates of Insurance (See Page 9 Insurance Requirements of the bid for specifics). If questions, you may contact Ann Hansen at (518) 270-2665 Monday through Friday during normal business hours. On behalf of the Rensselaer County Department of Health thank you for submitting your bid.

Sincerely,

Christine M. Mariano Deputy Director

Bureau of Central Services

James R. Gordon, Director, Bureau of Central Services ce:

Lori A. Ruffinen, County Auditor.

Ann Hansen, Director of Children with Special Needs

Resolution: G/276/21

Thurstone M. Marcano

Bid Sheet #1 - Program Cluster 1

,				į		Students per day
Program	Code	Street	City	Zip		(est.)
Beginnings - Hoosic Valley UPK	01B	2 Pleasant Avenue	Schaghticoke	12154	8:00 AM-1:00 PM	6
Helping Hands	06A	4 Fairchild Square	Clifton Park	12065	9:00 AM-11:30 AM	3
Helping Hands	06	4 Fairchild Square	Clifton Park	12065	9:00 AM-2:00 PM	_ω
Helping Hands	06B	4 Fairchild Square	Clifton Park	12065	12:30 PM-3:00 PM	ω
Newmeadow	09	23 Sitterly Road	Clifton Park	12065	9:00 AM-2:00 PM	5

Estimated Type 1/Type 2 Vehicles

Type 1 - 2 Full Days (AM-MO- PM/AM-MI-PM)

Type 1 - 2 Round Trips (AM-PM)

Note re: Additional trips:

- 1. Full Day + 1 additional trip (Premium Add 25% to Full Day price)
- 2. Full Day + 2 additional trips (Premium Add 35% to Full Day price)
- 3. Wheelchair add 10% to Vehicle Price

Date:	Signaturex	Company:	
16/6/17		Triha	3
0,	Name (Pleas	roup, LL	2
	ie Print): Cugene		
9	Keyes Title:)	
	Director		

Bid Sheet #2 - Program Cluster 2

ECEC Schenectady	Crossroads	A Child's Place at Unity House-Viaport	Program
03B	92	05G	Code
517 Bradt Rd.	1136 North Westcott Rd	93 W. Campbell Rd	Street
Schenectady	Schenectady	Schenectady	City
12306	12306	12306	Zip
8:30 AM - 1:00 PM	9:00 AM-2:30 PM	8:00AM -1:00 PM	
0	2	0	Students per day (ast.)

Estimated Type 1/Type 2 Vehicles

Type 1 - 1 Round Trip (AM-PM)

Route Package Eval (plus driver Eval (plus driver and monitor) # monitor) Full Day N/A N/A 1 \$ 475.00 N/A Round Trip N/A N/A 1 \$ 1 \$ 1
and monitor) # monitor) N/A N/A 1 \$ 475.cc

- Note re: Additional trips:

 1. Full Day + 1 additional trip (Premium Add 25% to Full Day price)
- 2. Full Day +2 additional trips (Premium Add 35% to Full Day price)

3. Wheelchair – add 10% to Vehicle Price pany: Resha Group LCC Name (Please Print): Eugene Reyes	
Title: Director	

Bid Sheet #3 - Program Cluster 3

Beginnings - Mosaic Village	ings - Tumpike Elementary	Beginnings - Lansingburgh FRC (SS1)	Program
01E	01D	01C	Code
55 Sargent St	55 New Tumpike Road	754 Fourth Street	Street
Cohoes	Troy	Troy	City
12147	12182	12182	Zip
9:00 AM - 2:00 PM	8:30 AM-1:30 PM	8:00 AM-1:00 PM	
12	15	15	Students per day (est.)

Estimated Type 1/Type 2 Vehicles

Type 2 - 4 Round Trips (AM-PM)

	Ve	Vehicle Category		Vehicle Category		1 on 1 Aide
		Type 2 Vehicle		Type 1 Vehicle	Eval #	Cost for one-on-
Route Package Type	##	(plus driver and monitor)	# <u>Eval</u>	(plus driver and		one Aide on any size Vehicle
- Albert	=	discultantiful)	‡	monitori		
Full Day	ъ	\$570.00	juh.	\$ 550.00	N/A	N/A
Round Trip	4	00.06.5	j.a.	\$ 550.00	Þ	\$ 95.00
One-Way	н	\$430.00	н	\$ 43000	Щ	\$ 9500

- Note re: Additional trips:

 1. Full Day + 1 additional trip (Premium Add 25% to Full Day price)
- 2. Full Day +2 additional trips (Premium Add 35% of Full Day price)
- 3. Wheelchair add 10% to vehicle price

Date:	Signatur	Compan
2/6/2	.e:	W. Rejha
	2	thosa
	Name (Plea	0,40
	se Print): でム	ì
	gene	1
,	Keyes	}
	Title: L	- /
	Director	, ,

Bid Sheet #4 - Program Cluster 4

Рюдаш	Code	Street	City	Zip		Students per day (est.)
Achievements	10	32 Cohoes Road	Watervliet	12189	8:00 AM-1:00 PM	6
Achievements	10A	32 Cohoes Road	Watervliet	12189	8:30 AM-1:30 PM	6
Achievements	10B	32 Cohoes Road	Watervliet	12189	9:00 AM-2:00 PM	6

Estimated Type 1/Type 2 Vehicles

- Type 2 1 Full Day (AM-PM-PM1)
- Type 1 3 Round Trips (AM-PM)

Note re: Additional trips:

- 1. Full Day + 1 additional trip (Premium add 25% to Full Day Price)
- Full Day + 2 additional trips (Premium add 35% to Full Day Price)
- 3. Wheelchair add 10% to vehicle price

One Way 1 \$ 375.00 1 \$	Round Trip 1 \$ 495.00 3 \$ 2	Full Day 1 \$ 495.00 1 \$ 4	Type 2 Vehicle 7 Eval (plus driver and Eval (plus driver) #	Vehicle Category Vehic
375.00	475.00	00.564	Type 1 Vehicle (plus driver and monitor)	Vehicle Category
1	17	N/A	Eval#	
00.56 \$	00.56 \$	N/A	Cost for one-on-one Aide on any size Vehicle	1 on 1 Aide

company: Rejha -Maime (Please Print): Eugene Reyes Title: Director

Bid Sheet #5 - Program Cluster 5

Program	Code	Street	City	Zip		Students per day (est.)
ECEC - Village Preschool	03	127 Bloomingrove Drive	Troy	12180	8:45 AM-1:15 PM	16
A Child's Place at Unity House-4th Street	05	435 4th Street	Troy	12180	8:30 AM-1:30 PM	35
A Child's Place at Unity House-4th Street	05A	435 4th Street	Troy	12180	8:30 AM-11:00 AM	6
A Child's Place at Unity House - 4th Street	05B	435 4th Street	Troy	12180	12:00 PM-2:30 PM	6
A Child's Place at Unity House - School #12	05C	475 First St.	Troy	12180	8:00 AM-1:00 PM	6
A Child's Place at Unity House - St. Jude's	05D	42 Dana Avenue	Wynantskill	12198	8:00 AM-1:00 PM	10

Estimated Type 1/Type 2 Vehicles

- Type 2-3 Full Days (AM-MO-PM)
- Type 2 -3 Round Trips (AM-PM)
- Type 1 -3 Round Trips (AM-PM)
- Type 1 1 Full Day (AM-MI-PM)

Note re: Additional trips:

1. Full Day + 1 additional trip (Premium – add 25% to Full Day

2. Full Day + 2 additional trips (Premium – add 35% to Full Day

3. Wheelchair - add 10% to vehicle price

	_	Vehicle Category		Vehicle Category		1 on 1 Aide
		Type 2 Vehicle		Type 1 Vehicle	Eval #	Cost for one-on-one
	Evaí	(plus driver and	Eval	(plus driver and		Alde on any size Vehicle
Route Package Type	#	monitor)	#	monitor)		
Full Day	ω	\$ 570.00	P.	\$ 55000	N/A	N/A
Round Trip	W	\$ 57000	ω	\$ 550.00	1	\$ 95.00
One-Way	jub.	\$ 43500	H	430.00	1	\$ 95.00

Mannetplease Print): Eugene Reyestitle: Divector

Bid Sheet #6 – Program Cluster 6

Program	Code	Street	City	Zim		Students per day
Beginnings - Rensselaer FRC (St. Joseph)	01F	1641 Third Street	Rensselaer	12144	8:00 AM-1:00 PM	6
Beginnings - Van Rensselaer	01G	25 Van Rensselaer Drive	Rensselzer	12144	8:30 AM-1:30 PM	B
Beginnings - Ohav Shalom	01H	. 113 New Krumkill Road	Albany	12206	8:00 AM-1:00 PM	3
Beginnings - St. Vincent's	011	984 Madison Ave.	Albany	12208	8:00 AM-1:00 PM 2	2
Beginnings - Capital Milestones	01J	2 Harriman Campus Blvd.	Albany	12222	8:00 AM-1:00 PM	0
ECEC - Albany	03A	251 Washington Avenue Ext.	Albany	12205	8:30 AM-1:00 PM 2	2
A Child's Place at Unity House-Albany	05E	50 Phillip Street	Albany	12207	8:30 AM-1:30 PM	2
A Child's Place at Unity House-St. Pius X	05F	75 Upper Loudon Road	Latham	12211	8:00 AM-1:00 PM 0	0
Center for Disability Services - Cloverpatch	07	314 South Manning Boulevard	Albany	12208	9:00 AM-2:00 PM	9
Circle Of Friends - Delmar	08	2 Bethlehem Court	Delmar	12054	8:30 AM-1:30 PM 2	2
Circle Of Friends Ravens	08A	14379 US Route 9W	Ravena	12143	8:30 AM-1:30 PM	0
Spotted Zebra	11	26 Computer Dr East	Albany	12205	8:30 AM-1:30 PM	2

Estimated type 1/Type 2. Vehicles Type 2- 3 Round Trips (AM-PM)		Ve (plus d:	Vehicle Category (plus driver and monitor)	(plus	Vehicle Category (plus driver and monitor)		1 on 1 Aide
	Route Package Type	Eval#	Type 2 Vehicle	##	Type 1 VeNide	Eval#	1
	Full Day	j.a	00.56h;	14	00.56hs	N/A	
	Round Trip	w	\$ 495.00	4	20.SUP;	ы	1
7: 2	One-Way	14	\$375.00	juh.	\$375.00	juš.	
Commany: たかたの(してるるが、こうつ							

Signature:

Name (Please Print): Eugene Reyes Trile: Director

Note re: Additional trips:

Full Day + 1 Additional Trip (Premium – add 25% to Full Day Price)

Full Day + 2 Additional Trips (Premium- add 35% to Full Day Price)

Wheelchair - add 10% to vehicle price

Bid Sheet #7 - Program Cluster 7

ເມ	8:45 AM-1:45 PM	12022	Berlin	53 School Street	01A	Beginnings - Berlin UPK
10	8:00 AM-1:00 PM	12090	Hoosick Falls	75 River Road	01	Beginnings - Hoosick Falls FRC
Students per day (est.)		Zip	City	Street	Code	Program

Estimated Type 1/Type 2 Vehicles

Type 1 - 2 Round Trips (AM-PM)

	Ve	Vehicle Category		Vehicle Category		1 on 1 Aide
		Type 2 Vehicle		Type 1 Vehicle	Eval #	Cost for one-on-
Route Package Type	# #	(plus Driver and Monitor)	# Eval	(plus Driver and Monitor)		one Aide on any size Vehicle
Full Day	ь	\$ 570.00	ь	\$ 550.00	N/A	N/A
Round Trip	hy	\$57000	2	\$ 550.00	1 -2	\$ 95.00
One-Way	ь	\$ 430.00	1	\$ 430.00	Þ	\$ 95.00

Note re: Additional trips:

- 1.Full Day + 1 Additional Trip (Premium add 25% to Full Day Price)
 2.Full Day + 2 Additional Trips (Premium- add 35% to Full Day Price)
- 3.Wheelchair Add 10% to vehicle price

Name (Please Print): EUGene Keyes		Company: De Na Ciroso, CCI	J
Director	f		
	Name (Please Print): EUGOOF KOYCS Title: X	Name (Please Print): EUGENE Reyes Title: X	v. Beyng (Droup, W.) Name (Please Print): EUGene Reyes Title: X

Page **65** of **66**

Bid Sheet #8 - Program Cluster 8

Story Place Preschool	Story Place Preschool	Program
04A	24	Short
1477 South Schodack Rd	1477 South Schodack Rd	Street
Castleton	Castleton	City
12033	12033	Zíp
9:00 AM-11:30 AM	9:00 AM-2:00 PM	
6	30	Students per day (est.)

Estimated Type 1/Type 2 Vehicles

- C801 Type 2 -1 Full Day (AM-MO-PM)
 C802 Type 2 -5 Round Trips (AM-PM)

	<	Vehicle Category		Vehide Category		1 on 1 Aide
		Type 2 Vehicle		Type 1 Vehicle	Eval#	Cost for one-on-
Route Package Type	#	(plus driver and monitor)	##	(plus driver and monitor)		one Aide on any size Vehicle
	1					
Full Day	Þ	\$ 545.00	H	\$ 505.00	N/A	N/A
Round Trip	(n	\$ 545.00	Þ	\$525.00	1	\$ 95.00
One-Way	1	\$ 410.00	ш	\$ 410.00	<u></u>	\$ 95.00

Note re: Additional trips:

- 1. Full Day + 1 Additional Trip (Premlum Add 25% to Full Day Price)
- Full Day + 2 Additional Trips (Premium Add 35% to Full Day Price)
- 3. Wheelchair add 10% to vehicle cost

Date: 7/6/2/	Signature:	Company: Reiha
	7	2
C		10.
	Name (Please Print):	uc
	Eugene,	
,	Reyes	
	Title:	
	Director	,

RENSSELAER COUNTY LEGISLATURE

Sent To: Health Committee Date August 10, 2021

Resolution No. G/276/21

RESOLUTION AUTHORIZING AGREEMENTS FOR THE TRANSPORTATION OF CHILDREN WITH SPECIAL NEEDS FOR SCHOOL YEAR 2021-2022 & SUMMER 2022 — DEPARTMENT OF HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Education Law Section 4410 and the related State Early Intervention Regulations require counties to provide transportation to authorized programs for children ages birth to five (5) years old who have been found to have developmental delays and disabilities; and

WHEREAS, The 2021 Adopted Rensselaer County Budget provides appropriations for the purpose of transportation of children with special needs to their respective programs; and

WHEREAS, The Rensselaer County Budget for the year 2022 will also include appropriations for transportation; and

WHEREAS, The Rensselaer County Department of Health's Division of Children with Special Needs continues to contract with a transportation consultant, VMC Group, Inc., who assists the department in developing new bid specifications that allow for bidding by program clusters; and

WHEREAS, The County obtained bids for these transportation program clusters based on program maximum capability and number of trips per day bussing is needed; and

WHEREAS, The County has solicited for bid number RFB-21-20 for transportation program clusters for the Division of Children with Special Needs for the period of September 1, 2021 through August 31, 2022; and

WHEREAS, The following vendors were the lowest qualified bidders for each of the following program clusters:

VENDOR	CLUSTER NUMBER	APPROPRIATION CODE	AMOUNT OF CONTRACT
Durham School Services 2601 Navistar Drive Lisle, IL 60532	5	A.2960.04800	\$1,306,191.39

Resolution	No.	G/276/21

2 of 3

Page No.

VENDOR	CLUSTER NUMBER	APPROPRIATION CODE	ESTIMATED AMOUNT OF CONTRACT
Rejha Group, LLC 23 Railroad Avenue Albany, NY 12205	1,2,7,8	A.2960.04800	\$1,677,217.50
Star & Strand Trans, 360 Fifth Avenue Troy, NY 12182	Inc. 3,4,6	A.2960.04800	\$1,243,725.00
•		TOTAL:	\$4,227,133.89

; now, therefore, be it

RESOLVED, That the Rensselaer County Department of Health is authorized to retain Durham School Services, L.P., Rejha Group, LLC and Star & Strand Transportation, Inc. for the transport of children with special needs for school year 2021-2022 and summer 2022, with the option of four additional one-year renewals; and, be it further

RESOLVED, That the terms of the above-described agreements are as follows:

- First year of agreements: September 1, 2021 through August 31, 2022 at a total of \$4,227,133.89; and
- Subsequent agreement years: With respect to each year subsequent to the first year, the payment to each transportation provider would be increased by an amount equal to the increase in the CPI, as of the first day of the month in which Rensselaer County exercises its option of renewal, or 3%, whichever is less; and, be it further

RESOLVED, That services based upon bid number RFB-21-20 shall not exceed appropriations within the applicable budget code utilizing the above described bid award amounts; and, be it further

Resolution No	G/276/21_
Pogo No	2 of 2

RESOLVED, That the Rensselaer County Executive, or his designee, is authorizing to sign the above-referenced agreements subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

17

Nays:

0

Abstain: 0

August 10, 2021

Clerk of the Legislature

Sent to County Executive_

Received from County Executive

Vessico therette
Clerk of the Legislature



Executive Action

Approved_

Date

Date

Disapproved_

Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 10th day August and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 13th day of located at 1600 Seventh Avenue, Troy, New York, and became effective on the 13th day of August, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 13th day of AugustMay, 2021.

Seal

Jessica L. Charette

Clerk of the Legislature

County of Rensselaer

State of New York

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Stall, Gendron, Nichols

Sent To: Contracts & Agreements Committee Date August 8, 2023

Resolution No. G/12

RESOLUTION AUTHORIZING AN AGREEMENT FOR A TRANSPORTATION CONSULTANT FOR THE CHILDREN WITH SPECIAL NEEDS PROGRAM - DEPARTMENT OF HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The County of Rensselaer is responsible for administering transportation for children with special needs who reside in the County and ensuring their proper care during transportation; and

WHEREAS, It has been demonstrated in other counties throughout New York State, as well as Rensselaer County's experience since 2015, that professional transportation consultants utilizing electronic route optimization and scheduling software results in lower overall program expense and provides more consistent scheduling of children, which furthers their safe transportation to the various programs; and

WHEREAS, Proposals for such services were solicited from transportation consultant firms (RFP-23-306) in accordance with County Purchasing Procedures and Guidelines; and

WHEREAS, VMC Consultants, Inc., 9701 Niagara Falls Blvd., Suite 1A, Niagara Falls, NY 14304, was selected as the transportation consultant firm that would best provide this service to Rensselaer County and its Children with Special Needs program; and

WHEREAS, Following a thorough evaluation of their proposal, it was determined that VMC Consultants, Inc. (VMC) offered a solid combination of qualification, experience, and fee structure which would promote both programmatic cost savings and safe, efficient transportation of children; and

WHEREAS, VMC has proven through years of working with other New York State counties, as well as Rensselaer County, that its consulting services have saved counties money; and

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WHEREAS, Funding for these services has been included within the 2023 Adopted Rensselaer County Budget in account A.2960.04900 and will be requested in subsequent budgets as long as such services are anticipated to be required; and

WHEREAS, The consulting services of VMC are reimbursable at the rate of 59.5% from the New York State Education Department, the same rate as other preschool services provided by the County; now, therefore, be it

RESOLVED, That the contract periods and payments for the above-described agreement are as follows:

- First contract year: September 1, 2023 to August 31, 2024 at a fee of \$166,500.00, with the option of 4 additional one-year renewals
- Subsequent contract years: With respect to each contract year subsequent to the first contract year, the payment would be an amount equal to the fee paid in the immediately preceding year, increased by the lesser of three percent (3%) or the annual percent increase in the CPI for the immediately preceding year; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced agreement subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: Nays:

Abstain:

August 8, 2023

Clerk of the Legislature	dille.	Executive Action	
Sent to County Executive	MARKET COUNTY	Approved Date	
Received from County Executive	SEAL 38	Disapproved Veto Message Attached and Returned to Clerk	
Clerk of the Legislature	The many	County Executive	

AGREEMENT PRESCHOOL SPECIAL EDUCATION PROGRAM TRANSPORTATION MANAGEMENT CONSULTANT SERVICES

This agreement made this 1st day of September, 2023 by and between Rensselaer County Department of Health, Division of Children with Special Needs, having its offices at the Rensselaer County Office Building, 1600 7th Avenue, Troy, NY 12180 (hereinafter referred to as the "County"), and the VMC Consultants, LP, having its New York State main offices at 9701 Niagara Falls Blvd., Suite 1A, Niagara Falls, NY 14304 (hereinafter referred to as "VMC").

WITNESSETH

WHEREAS, Pursuant to New York State Education Law, Section 4410, Public Health Law Section 2559-1, and under Title 110-A of Article 25 of the Public Health Law, Part 69 of Subchapter H of Chapter 11 of Title 10, Health, the County is required to transport children under five years of age with a handicapping condition from the child care location to the special service or program and return; and

WHEREAS, the county is currently providing such services; and

WHEREAS, the County must secure transportation services from one or more vendors of such services, and such services must be secure by means of a request for bids; and

WHEREAS, VMC is engaged in the business of, among other things, creating bid specifications, and supervising and managing the routing of transportation provided by municipal governments, and expediting efficient and coordinated municipal services in the most cost efficient fashion available; and

WHEREAS, the County desires to engage VMC to provide the services that set forth in Exhibit "B", annexed hereto and made a part hereof (the "Services"); and

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

1. PURPOSE AND SCOPE

- 1.1 VMC's Services shall be provided to and/or on behalf of the County's Public Health Department (the "Department") in connection with the Department's transportation of preschool special education students.
- 1.2 It is contemplated that, during the Term hereof, the scope of this Agreement may be extended and/or additional services purchased by the County from VMC. Such

expansion of this Agreement, if any, will be accomplished by an amendment that reflects the mutual consent of the parties after reasonable negotiations.

Certain examples of an expansion of the Contract are shown as optional services in Exhibit A.

1.3 To the extent contemplated by the Services, VMC shall oversee certain transportation activities of outside transportation vendors and/or internal County vehicles, so as to minimize the County's transportation costs or constrain increases to same, within the safety standards established by the local, State and/or Federal Government.

2. RESPONSIBILITY OF THE PARTIES

- 2.1 The Department shall provide all data, statistics and records to VMC which may be reasonably necessary or desirable in VMC's opinion to permit VMC to provide the Services as herein contemplated.
- 2.2 The Department shall use its best efforts to implement such reasonable recommendations for changes in the Department's transportation activities with respect to its Preschool Special Education program, which changes are intended to generate cost savings and/or constrain potential cost increases to the Department, as VMC may make from time to time during the Term of this agreement.

3. TERM

3.1 Term:

- 3.1.1 The term of this agreement (the "Term") shall commence on September 1, 2023, and continue thereafter for a period of one (1) year, through August 31, 2024.
- 3.1.2 Each year of the Term is sometimes hereinafter referred to as a "Contract Year."

3.2 Options:

- 3.2.1 The County is hereby granted four separate and consecutive options to extend the Term for additional periods of one (1) year each (respectively, the "Second Contract Year," the "Third Contract Year", the "Fourth Contract Year", and "the Fifth Contract Year").
- 3.2.2 If exercised, each such option period shall commence immediately upon the expiration of the immediately preceding Contract Year.
- 3.2.3 At its sole option, the County may exercise such option to renew the Contract Term by issuing a letter (the "Renewal Notice") notifying VMC that the County desires to exercise the applicable option. The Contract shall be deemed to be renewed for the renewal term specified in the Renewal Notice. VMC shall be

obligated to perform all terms and conditions of the Contract throughout such renewal term, whether or not VMC has agreed, verbally or in writing, to such renewal of the Contract Term.

4. PAYMENT

- 4.1 Fee: In consideration of the Services, the County shall pay to VMC, and VMC agrees to accept:
 - 4.1.1 First Contract Year: With respect to the First Contract Year the required services will cost one hundred sixty-six thousand five hundred (\$166,500.00) dollars, as shown in Exhibit A.
 - 4.1.2 Subsequent Contract Years: With respect to each Contract year subsequent to the First Contract Year, and amount equal to the Fee paid in the immediately preceding year, increased by the lesser of three percent (3%) or the annual percent increase in the CPI for the immediately preceding year.
 - 4.1.3 The percent increase in the CPI shall be the annual percent increase for the Northeast Region All Items, All Urban Consumers, for the immediately preceding year, as calculated by the Bureau of Labor Statistics, and published on its website at www.bls.gov.
 - 4.1.4 Payment will be in 12 equal installments with payment being due within 30 days of receipt of the VMC invoice.
 - 4.1.5 Although payment is distributed, for convenience, equally over a 12-month period, the obligation for payment is determined by Exhibit A and the degree in which the services were provided.
- 5. <u>COUNTY CLAUSES:</u> In every place in this Section 5 that the term "the Vendor" is used, it shall refer to VMC.
 - 5.1 Hold harmless: Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly, vendor agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability

insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by vendor.

5.2 Disputes:

- 5.2.1 Any disputed between the parties shall be presented to a court of competent jurisdiction.
- 5.2.2 In the event either party to this agreement shall initiate litigation against the other party to protect or enforce any right or benefit in favor of such party under the terms of this agreement, the parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be the County of Rensselaer, New York.
- 5.3 **Funding:** Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, this agreement may be terminated by the County upon reasonable prior written notice to vendor.
- 5.4 **Certificates of Insurance:** All vendors must submit either three certificates of insurance (one for worker's compensation coverage, one for disability insurance coverage and one for liability insurance coverage) unless the vendor submits a worker's compensation exemption certificate (form CE-200 explained below). In that case the vendor must submit the exemption form and a certificate of liability insurance. All certificates of insurance must name the certificate holder as follows:

Rensselaer County Attn: Rensselaer County Attorney Ned Pattison County Government Center 1600 Seventh Avenue Troy, New York 12180

- 5.4.1 Workers Compensation Coverage:
- 5.4.1.1 NYS Workers Compensation Board exemption form CE-200 (instructions for the CE-200 are available on request or by going to the website of the WCB at Hhttp://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_ex emptions.jspH on the internet). The entity claiming to be exempt from coverage requirements must obtain this form on line as per the instructions;
 - 5.4.1.2 Workers Compensation Board form C-105.2 (certificate of workers' compensation insurance coverage), which is issued by the vendor's insurance carrier and sent to you on request;

- 5.4.1.3 State Insurance Fund form U-26.3 (certificate of workers compensation insurance coverage); or NYS Workers' Compensation Board Form SI-12 (certificate of workers' compensation self-insurance) or form GSI-105.2 (certificate of participation in workers' compensation group self-insurance), which is issued by the group self-insurance administrator upon request.
- 5.4.2 Disability Benefits Coverage NYS Workers' Compensation Board exemption form CE-200 (instructions for the CE-200 are available on request or by going to the website of the WCB at http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_ex emptions.jspH on the internet). The entity claiming to be exempt from coverage requirements must obtain this form on line as per the instructions; NYS Workers' Compensation Board form DB-120.1 (certificate of disability benefits insurance), issued by vendor's insurance carrier; or NYS Workers' Compensation Board form DB-155 (certificate of disability benefits self-Insurance Officer.

5.5 Medicaid Compliance:

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- 5.5.1 The General Services Administration's Federal Excluded Party List System or any successor list;
- 5.5.2 The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- 5.5.3 The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list. In the event that an excluded party is discovered by the Vendor/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery.
- 5.5.4 The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.
- 5.6 **HOLD HARMLESS:** The Agency shall defend, hold and save the County, its officers, agents and employees harmless from liability of any nature or kind, including costs, expenses, and attorney fees for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent act or omission of

the Agency or any employee, agent or representative of the Agency, which results in a judgment or which is settled with the Agency's prior consent, which consent shall not be unreasonably withheld. The County shall give the Agency notice of any such claim, and the Agency shall have the right to join in the defense thereof, with counsel of its choice, and its sole cost and expense.

6. NON DISCRIMINATION:

- 6.1 In accordance with all State and Federal statutory and constitutional non-discrimination provisions, VMC agrees that it shall not by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against any employee hired for the performance of work under this agreement.
- 6.2 VMC agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, with Executive Order No. 12246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations 41 CFR Part 60, and with 44 CFR Part 7 entitled "Nondiscrimination in Federally Administered Programs."
- 7. **SEVERABILITY:** In the event that any provision of this agreement shall be held to be invalid and unenforceable, the remaining provisions of this agreement shall remain valid and binding upon the parties.
- 8. <u>WAIVER</u>: One or more waivers by either party of a breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of same by the other party.

9. ENTIRE AGREEMENT:

- 9.1 The terms of this agreement, including its attachments and exhibits, represent the final intent of the parties.
- 9.2 Any modifications, rescission or waiver of the terms of this agreement will be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded in this agreement.

10. <u>ADDITIONAL PROVISIONS/COMPLIANCE WITH LAWS</u>:

10.1 Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included herein, and if through a mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

- 10.2 VMC shall perform in accordance with all applicable Federal, State and local laws, rules and regulations.
- 11. CONFIDENTIALITY: The County and VMC shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or to disclose information, except that examination of records by the County and New York State as may be necessary to assure the purpose of this Agreement, will be effectuated. In addition, 1) either the County or VMC may permit such examination and/or disclosure in compliance with a ruling of any court having appropriate jurisdiction, and 2) the County may disclose such information as is required to be disclosed by the terms of the New York State Freedom of Information Law.
- 12. NOTICES: Any notices required or desired to be given hereunder shall be in writing and shall be mailed via certified mail or faxed to the following individual at the following address:

If to the County:

Ann Hansen

Director of Children with Special Needs, Rensselaer County Department of Health

1600 Seventh Avenue

Troy, NY 12180 Fax: 518-270-2973

If to VM:

Dr. Charles J. Ganim

President, VMC Group, Inc.

9701 Niagara Falls Blvd., Suite 1A

Niagara Falls, NY 14304

Fax: 716-285-6624

or to such other address or fax number as the may be provided by the parties from time to time. Notice shall be deemed given on the date mailed or faxed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

RENSSELAER COUNTY

By:	date:	
VMC GROUP, INC.		
By:Charles J. Ganim, <i>President</i>	date:	

Exhibit A

1.	Bi	d Specifications (per occurrence)	
	a.	Preliminary computerized routing analysis for Bid Specifications	.\$13,500
	b. Prepare general transportation bid specifications without routes \$6,750		
	c.	Solicitation/Recruitment of Transporters prior to Bid	\$7,500
	d.	Administer Question and Answer (Q & A) Period prior to	
		Bid Submission	\$5,000
	e.	Lowest Bidder Evaluation and Determination	\$3,000
	f.	Transportation Cost Projection after Bid Awards	\$3,000
		Sub-total (Bid Specifications: Items 1a thru 1f)	\$38,750
		divided by	<u>y: 5 yrs</u> .
			\$7,750/yr. ²
2.	Pre	pare initial routes based on general bid specifications and transportation	on
	req	uirements	.\$58,000 ³
3.	Pro	vide mid-year routing service to review and restructure routes	
	in o	order to attain the most efficient routing pattern	\$27,000
4.	Pro	vide continuous routing service	\$27,000
5.	Stu	dent Data Maintenance (Computer Screen):	
	a.	Maintain Current Student Records	
	b.	Provide Reports to County as needed	.\$13,500
6.	Att	endance Tracking (Basic) – review monthly attendance records to ensu	re
		apliance with state reporting requirements	\$6,750
7.	Atte	endance Tracking (Enhanced) –	
	Tra	ck "patterns" of consecutive "Absences/No shows" and report to the	
	Coı	anty on these "patterns" for further investigation	
	In (Conjunction with tracking these "patterns", ensure charges are not	
		arred when students are absent with required notification given and	
	ider	tify unauthorized passenger's routes	.\$6,500

8.	Invoice reconciliation (Basic) – review monthly services to ensure curren	t
	Numbers of vehicles are being billed and contractual provisions are	
	being met	\$13,500
9.	Invoice Reconciliation (Enhanced) - Determine "Vehicle Days of Service	33
	Each month based on cross-checking against Program Calendars and	
	Weather-related/other program cancellation information throughout the	
	Year	\$6,500
<u>10.</u>	Other Consulting Services (if necessary)	.\$250/hr.
	Sub-total (Items 2 thru 10)\$	158,750/yr.
	TOTAL (All Items)\$16	6,500/yr. ⁴

Terms and Conditions:

- VMC attests to the fact that it does not own or operate any vehicles and is not in the transportation service field. VMC is strictly a consultant and does not have a conflict Of interest in providing the required services.
- ² If the County terminates the contract with VMC prior to the full five (5) year term, the balance of the Bid Specifications Formulation fee would be due upon the termination date of the contract.
- ³ This fee includes initial routing for <u>both</u> Fall and Summer Program Sessions
- A Cost of Living Adjustment will be applied for each Contract year subsequent to the First Contract Year, and in the amount equal to the Fee paid in the immediately preceding year, increased by the lesser of three percent (3%) or the annual increase in the CPI for the immediately preceding year (based on the Bureau of Labor Statistics, Northeast Region, all Items, All Urban Consumers)

Exhibit B

Required Services - Detailed Descriptions

1. Bid Specifications:

a. Preliminary Computerized Routing Analysis -Required Project Staff Member Responsible: Charles C. Ganim

The initial step in the formulation of the bid specification is to develop a logistical foundation by establishing a vehicles routing strategy. This routing strategy (computerized simulation) is intended to ensure that a transporter can determine the amount of resources (i.e. vehicles) that would be required to be committed to a project. The more accurately the transporter can determine these resources, the greater the chance that the transporter will be motivated to bid, and that the transporter's prices will not need to have a built in "cost contingency". In summary, the more accurately the number of vehicles can be predicted, the greater the chance the County will have (1) more transporters bidding (i.e. competition), and (2) more moderate prices.

VMC's logistical decision process can be done in either of two ways:

- 1. Traditional Method: This is an intuitive (manual) method, whereby the Consultant considers the vehicles presently being used, and the location of the program providers (i.e. destination points), and learns through interviews the projected change in passenger population. Through this process, the transporter intuitively estimates the number of vehicles that might be required over time, and the overall logistical plan.
- 2. Computerized Routing Analysis: This method requires the utilization of transportation routing software, so that suggested changes in program session times (bell times), maximum length of vehicle runs (in minutes), unit of transporter payment (per-passenger, per trip, per round trip, per mile, etc.) and the number and type of vehicles required can be more accurately determined. This

requires the utilization of the actual passengers, and perform a number of simulated route scenarios that can then be formed and consolidated. With a vehicle count for certain sets of circumstances and by category of route for each cneter based program (e.g. 2-hour route, 3-hour route, etc.), the criteria for bid specifications can be established. Further, the transporter will have a better understanding of the resources required. Then the County's Purchasing Department can use a more informative bid specification. For example, the "weighted average" method can be used to determine which transporter should be awarded the bid.

An example of each method is:

Traditional Method (Average)

	Transporter I	Transporter II
Route A	\$100	\$75
Route B	\$60	\$75
	$160 \div 2 = 80$	$\$150 \div 2 = \75

Using the Traditional Method Transporter II would be awarded the contract.

Route Analysis Method (Weighted Average)

# of Routes	Route	Transporter I	Transporter II
1	A	\$100	\$75
5	В	\$60	\$75
		$$400 \div 6 = 66.70	$$450 \div 6 = 75.00

Using the Route Analysis Method Transporter, I would be awarded the contract

As can be seen, if the Traditional Method were used, the contract would be awarded to Transporter II. The Route Analysis Method shows that bid from Transporter II is actually lower, and therefore less expensive to the County.

b. Preparation of Transporter Bid Specifications (Section without Routes)-Required Project Staff Member Responsible: Charles C. Ganim

Upon completion of the Appendix/Addendum that required the preliminary routing analysis, VMC can then create the transportation parameters that will be used in the body of the bid specifications.

Simultaneously with the preliminary routing analysis, VMC reviews the various documents relating to the transportation of the preschool children. This documentation includes written statements of program policies, complaint logs, correspondence with the transporters and provider schools, etc. In addition, VMC interviews administrative staff members responsible for preschool transportation, to establish transportation tolerances, quality concerns, apparent unmet needs, local regulatory and geographic barriers, and other matters to be considered for inclusion in the preliminary draft of the bid specifications. Finally, interviews with the County's current transportation providers are conducted in order to gather information as to operational considerations and concerns from the vendors' point of view.

Based on this information and the results of the preliminary routing analysis (unit of payment), the body (content) of the bid specifications is prepared. In addition, VMC constructs the "bid sheets" and instructions for the bidders. When approved by the County, these "bid sheets" and instructions become an addendum to the bid specifications.

c. Solicitation/Recruitment of Transporters - Required Project Staff Member Responsible: Charles C. Ganim

When the bid specifications document has been approved by the County, VMC will contact transporters within and outside the County. In connection with this, VMC will provide general information that would allow transporters to visualize the complexity of the work, and respond to conceptual questions relative to the generic bid specifications.

VMC will also provide local economic data to encourage transporters to open a facility in the County

d. Question & Answer (Q & A) Period - Required Project Staff Member Responsible: Charles C. Ganim

At the time the proposed bid specifications are finalized and approved, dates for telephone/email inquiries, and for the submission of bids (bid opening) will be determined. Based on the transporters questions, subject to the County's approval, VMC would draft and distribute amendments to the bid specifications to the potential bidders.

e. Lowest Bidder Evaluation and Determination-Required Project Staff Members Responsible: Charles C. Ganim

Once the bids are returned and opened, VMC will review all bids, consider "exceptions" made, review the bidder qualifications (including checks on work and financial references, performance bond, and whether vehicles, drivers and monitors are available and meet State and County requirements), and compare the prices bid in the context of the routing design (weighted average), in order to evaluate the lowest priced bid with respect to each proposal that was offered.

Thereafter, VMC will provide the applicable County staff with a written report of the lowest qualified bidder by bidding area. The report to the County will be in a form similar to that shown below with respect to each bidding area.

County Preschool Transportation Bid Center Based Program A Traditional Low Bid Analysis

Zone 1						
Bidder	Price/ Vehicle		Price/ Aide		Total Bid Price/Day	
Transporter 1	\$	115.00	\$	41.48	\$	156.48

Transporter 2	\$ 148.90	\$ 58.50	\$ 207.40
Transporter 3	\$ 148.00	\$ 58.50	\$ 206.50
Transporter 4	\$ 157.75	\$ 55.75	\$ 213.50
Transporter 5	\$ 143.63	\$ 49.63	\$ 193.26
	\$		
Low Bid			
Transporter 1	\$ 115.00	\$ 41.48	\$ 156.48

f. Transportation Cost Projection after Bid Awards - Required

Once the Low Bid Determinations are completed and bid awards will be issued by the County, VMC will then project the transportation cost for the first contract year of transportation services based on presumptions made about the number of days the vehicles will run.

2. Prepare initial routes* based on general bid specifications and transportation requirements

*Note: Initial Routes are created for both Summer and Fall Sessions
Project Staff Member(s) Responsible: Michelle Kane

Concurrently with the commencement of the proposed project, VMC will begin the collection of the current data necessary for initializing the Trans Finder routing software (a description of this software is attached as Appendix B to this Proposal). This process will continue up to and through the time the software begins its "live" operation. The data to be gathered includes geographic information, including paper maps, GIS information, and student data of the County and its immediately surrounding areas. To the extent possible, specific street information¹ will also be gathered. As this data is collected, the geographic portions will be entered into the software's tables, and correlated to the geocode (the electronic map). To the extent that an electronic student data file is not available, the student information will be data entered into the software's Student Database.

¹ The "street information" includes data concerning speed limits, one way streets, hazardous streets, etc., and any other information that would be useful in establishing vehicle paths.

Further initializing occurs with the addition of the sites of the program providers (destination points), student pickup points, and program bell times.

With this data in place, the transportation corridors or zones (geographic boundaries) embedded into the router's computer screen. The transportation corridors that contain logically compatible programs, become the basis for creating efficient routes (i.e. fewer vehicles).

3. Mid-Year Vehicle Routing to Review and restructure routes in order to attain the most efficient routing patterns - Required

Project Staff Members Responsible: Charles C. Ganim/Michelle Kane

Mid-way through each Fall Session, VMC will utilize the Transfinder software to globally review of all trips required for transporting the student population to their assigned programs. This complete review, in some cases, will necessitate a "restructuring" of one or more program's routes to improve their overall efficiency.

This mid-year routing review, and possible re-structuring of some routes, is in addition to standard on-going routing.

(Note: A global review of routes can highlight possible inefficiencies in routes that may not be evident when making individualized changes to routes when performing on-going routing.)

4. Provide Continuous Routing Service - Required Project Staff Member Responsible: Michelle Kane

Both before and after each school session opening, VMC will communicate with the County to review the flow of student paperwork so that the initial student information and changes (additions, deletions, address changes, etc.) will be provided in a manner that

ensures the quickest reaction to changes in transportation needs. This means that, on an ongoing basis, the transporters' trips and routes can be modified in a timely manner. This is the basis of VMC's ongoing routing service.

5. Student Data Maintenance (Computer Screen)- Required Project Staff Member Responsible: Michelle Kane

In connection with this, VMC will work with the County and Center Based Programs (CBP) to ensure prompt receipt of information concerning all children prior to each startup (fall and summer sessions), and timely notice of approved changes in each passenger's information packet. VMC will ensure that the transporters receive the pertinent information in enough time to start each passenger's transportation on the required date.

Once Start-Up is completed, VMC will be the "clearinghouse" of transportation information concerning children who participate in the County's Preschool Program. For the purpose of this paragraph, "clearinghouse" shall mean that the County or the program providers will provide passenger information to VMC (not to the transporter(s)), and VMC will provide the passenger information to the transporter(s) and others that have been authorized by the County to distribute.

6. Attendance Tracking (Basic) - Required

Project Staff Member Responsible: Robert Seifert

Review monthly attendance records to ensure compliance with New York State reporting requirements.

VMC's basic scope of service is to ensure the transporters' attendance record keeping as it pertains to the children being transported, is appropriately recorded on the Driver Attendance Log. VMC will review these Logs, and ensure they are each completely filled

out. VMC will perform a "face review" of the Logs but cannot attest to the accuracy of the attendance.

7. Attendance Tracking (Enhanced) - Required

Project Staff Member Responsible: Robert Seifert

Track "patterns" of consecutive "Absences/No shows" and report to the County on these "patterns" for further investigation.

In conjunction with tracking these "patterns", ensure charges are not incurred when students are absent with required notification given and identify unauthorized passenger's routes.

- It is intended that the program be made aware of persistent absences of children scheduled for transportation, so that the continuance of such children in the Program may be verified, and if appropriate, routes redesigned to ensure cost efficiencies.
- VMC will summarize the 5/10/15 day reports provided by the transporters so as to alert the County of extended consecutive absences. This is so that the County and/or school can issue orders to stop transportation if and as appropriate.

8. Invoice reconciliation (Basic) - Required

Review monthly services to ensure current numbers of vehicles are being billed and contractual provisions are being met.

By reconciling the transporters invoices each month, VMC is able to maintain cost controls by ensuring that the transporters only receive payment for: the runs and routes that were pre-approved by VMC

9. Invoice reconciliation (Enhanced)- Required

Project Staff Member Responsible: Robert Seifert

Determine "Vehicle Days of Service" each month based on cross-checking against Program Calendars and weather-related/other program cancellation information throughout the year

This enhanced service ensures that the transporter's invoice packages includes the accurate number of days each vehicle transported children in a given month. This is called the "vehicle days of service" (VDOS). Upon VMC's receipt of a transporter's invoice, the VDOS is compared to the Driver's Attendance Logs. This reconciliation process not only ensures the accuracy and completeness of the invoice, but it is able to identify the "low occupancy vehicles" that, because of student absences, did not actually operate on a given day(s).

By providing the enhanced Invoice Reconciliation service, VMC is able to further maintain cost controls by ensuring that the transporters only receive payment for Vehicle use during days on which that vehicle was required

10. Additional Transportation Consulting Services

Any unforeseen consulting services that the County may deem necessary in the future. (see Optional Services below)

Optional Services - Detailed Descriptions

Attendance Tracking (Premium) - Optional

The attendance driver logs are reviewed and could potentially be entered into a software spreadsheet that would allow this data to be integrated into VMC's optional invoice Reconciliation and Reimbursement Calculations software module (TATIRRICS)*. A monthly student attendance grid is then generated.

*NOTE: TATIRRICS is an acronym for Transportation Attendance Tracking and Invoice Reconciliation & Indices Calculation Service

Medicaid Review - Optional

A review of the Driver Attendance Log (optional) in accordance with Medicaid requirements can be provided.

Generate Transporter Invoice and reconciliation - Optional

If the driver attendance logs are entered into the Invoice Reconciliation and Reimbursement Calculation module (TATIRRICS) thru the Attendance Tracking Spreadsheet, the transporters monthly invoice would be calculated by VMC and onto the County's voucher form. As part of this process VMC would supply a copy of the computer generated invoice to the transporters for their review and negotiations with VMC.

In addition to the automatic generation of the transporter invoice the:

- 1) Cost per day per route is in accordance with the transporter(s) contract
- 2) Insure that each route component runs are linked and only to one route
- 3) Categorize vehicles by type, tier, zone, and frequency
- 4) Create spreadsheet that shows route changes during the month
- 5) Generate cost per route in various formats

Student Reimbursement Calculation for Pre-School - Optional

Using VMC's TATIRRICS software, transportation costs will be allocated among preschool students by spreading the cost-per-day of vehicle service and by stripping out the EI costs as required. This includes:

- a) Identify and separate pre-school and EI students
- b) Generate a report of the daily reimbursement rate for preschool students

Performance Report - Optional

A comparison is shown between a current year and previous years. In that certain variables, such as student cost change from year to year, which would show, on the surface, a performance improvement (i.e. fewer vehicles), VMC can generate a report that "strips out" unrelated data. For example, this would result in a report that shows the

true savings between 2015-2016 and 2016-2017 was \$550,882, or a reduction from \$46.34 to \$20.39 in the cost-per-student-per-day. Appendix C shows the types of reports VMC can generate. Reports shown in Appendix C, are illustrations of report formats that might serve as a guide in estimating future cost savings.

Full Point of Contact Service - Optional:

Project Staff Member Responsible: Charles C. Ganim

In providing this service VMC will become County's agent in connection with all normal communications between and among the school, the transporters and the parents with respect to all transportation related matters. VMC will receive all telephone calls from parents and schools related to schedule and location changes. VMC will receive all transportation related questions and complaints made by or concerning the transporters, transportation service, and parents. VMC will investigate the complaints (or incidents), resolve differences, if possible, and report the incidents and resolutions to the Department. As an optional service, in connection with this, VMC would log the more serious calls concerning incidents reported, and would file correspondence according to the topic. This optional "logging" is done in the "Communications Log" module of VMC's software.

All serious incidents will be immediately brought to the attention of the appropriate County staff, and followed up with detailed reports of the findings of VMC's investigation of the incident (if the Communications Log option is selected by the County, these incidents would be entered into the Communications Log, and would be summarized again in VMC's quarterly reports to the County).

VMC has created a procedure to be followed if a vehicle accident occurs at a time when any of the program's children are on board. This procedure involves ongoing contact between VMC, the transporter, the parents and the County. VMC will remain a central source for information concerning the accident.

It should be specifically noted that the VMC staff is trained to respond to all calls in a professional manner, and to take action in accordance with New York State laws and regulations. VMC's staff is regularly schooled in the County's procedures, practices and preferences.

Partial Point of Contact -Optional

The customer is responsible for receiving all calls from Patents, Transporters, Programs, etc. If certain situations required VMC's assistance and coordination, the County would have VMC resolve those issues.

Contract Compliance - Optional

Project Staff Member Responsible: Charles C. Ganim

On an ongoing basis, VMC monitors the transporters activities in relation to the terms of their contract(s) with the County. The object of this is to ensure that the transporters make every effort to comply with all of the requirements of the transporter bid specifications, and to gain an understanding of the problem if, in a given instance, compliance is impossible. This service includes advising the County's transporters of contract requirements (both on request and on VMC initiative), and determining appropriate remedies for non-compliance.

Status Reports - Optional

Project Staff Member Responsible: Charles C. Ganim

At least once every three months, VMC will report the status of the transportation elements to the County. These reports will detail, on an "on-occurrence" basis, among other things, observations made during field-site inspections, results of incident/complaint resolution, matters discussed in Quality Control Meetings with the schools, routing issues as they relate to costs, observations of out-of-control cost items, and remedies undertaken in the event that a transporter failed to comply with contractual

requirements².

Quality Control

a. Vehicle Inspections/Field Inspections - Optional

Project Staff Members Responsible: Thelma Chase

During the course of each year, vehicle inspections are performed at randomly selected schools and/or transporter sites. The selection of the date and site of the inspection will be selected on a random sample basis. In addition, the site-section process will be set up to ensure that a representative number of sites are subject to inspection during each school year.

This task includes:

- At the transporters' yards, evidence that vehicles servicing the program comply
 with the applicable requirements of the New York State Department of Motor
 Vehicles, New York State Department of Transportation and the Vehicle and
 Traffic Laws of the State of New York. In this regard these audits look to
 determine that the vehicles have been properly registered and inspected, and that
 these requirements are up to date.
- At the transporters' yards, evidence that drivers are properly licensed for the type of vehicle being driven, and are in compliance with New York State Department of Motor Vehicle and Department of Education "19A" requirements, including annual physicals, drug and alcohol testing, background checks (including the State Child Abuse), annual driving record review, annual behind-the-wheel driving test, and annual defensive driving (with children on board) evaluation.

² Including "remedies" in the quarterly report is for reference purposes, because the remedial actions would have been taken—with the County's knowledge and approval—as soon as possible after the "non-compliance."

- At the transporters' yards, evidence that monitors have been drug and alcohol tested annually and has had background checks (including the State Child Abuse).
- At the transporters' yards or school-sites, that the vehicles have suitable restraints for the passengers to be transported, and that car seats are properly installed, clean, and still approved for use.
- At the transporters' yards or school-sites, that the vehicles are carrying all safety equipment required for the type of vehicle and service provided and as specified in the County's contract(s) with the transporters.
- At the transporters' yards, evidence in vehicle DOT files that no re-grooved or recapped tires are on the vehicles.
- At the transporters' yards or school-sites, that an appropriate means of communication with the transporters' dispatch offices are present on each vehicle.
- At school-sites, that the drivers and/or monitors actively assist the children on and off the vehicles;
- At school-sites, those child safety restraints meet State guidelines and that the drivers and monitors know how to secure the children in their required restraints (and the children *are* being properly secured).
- At the school-site, that the drivers and monitors refrain from eating or smoking on the vehicles.
- At the school-site, that before leaving his or her seat the driver has turned off the motor, set the transmission in park, set the auxiliary brake, and removed the

keys³.

- At the transporter's yards or school-sites, that map books of Ulster and adjacent counties, route sheets with passenger names, addresses, phone numbers and emergency phone numbers, appropriate forms for noting whether scheduled passengers have been present on the run (such forms are to have places for notating the time each child enters/departs the vehicle, and the address at which each child is picked up/dropped of each day), and "left/right sheets" with specific route locations and times from first pick-up to the last scheduled drop-off are carried on each vehicle.
- At school-sites, whether the drivers and monitors appear to be in control of their vehicles and whether they appear to be resolving violations of good conduct and improper behavior on the part of the passengers without the use of force or fear.
- All VMC staff members who provide these services ("safety technicians") are specifically trained to look for these and other quality of service matters. At times and as may be appropriate, the safety technician will conduct a "follow-along" inspection to determine whether a specific vehicle is being operated in accordance with all safety regulations, and whether the scheduled "routing" is being adhered to.

The field inspection Service can be performed on a regular (weekly) or biweekly basis (annual continuous audit) (full) or semi – annually(partial). Either service can be selected

Driver Certification Review - Optional Project Staff Member Responsible: Michelle Kane

This process is designed to ensure, on a random sampling basis, that the Drivers and Monitors are in compliance with the State and Program requirements. "Certification"

³ The exception to this rule is that with respect to wheelchair vehicles the motor must be left running so that the ramp can be operated.

includes, but is not limited to:

- Mandatory drug testing;
- Criminal record searches:
- DMV abstracts (applicable only to Drivers);
- Clearance through the State Child Abuse Registry;
- Driver behind-the-wheel training;
- Other 19A requirements.

In connection with this procedure, standards for drivers and Monitors would be included as a section in the transportation bid specifications. The transporters are required by State regulation to maintain an up-to-date file (including personnel information) for each Driver and Monitor that shows compliance with these requirements. The bid specifications would require that these files are to be made available for inspection by VMC, and that a copy of compliance documentation is to be provided on request⁴. Over the course of each school year, VMC will randomly inspect⁵ these transporter records at the transporter's location. VMC's findings, including, but not limited to, information concerning expired or missing certifications, will be included in VMC's quarterly reports to the County⁶.

VMC has developed policies and procedures concerning PHI, the protection and security of such information with regard to internal availability and storage, and the electronic transmission of such data.

⁴ The transporters will be required to provide VMC with the names of each Driver and Monitor assigned to transport the County's Preschool children at the start of the summer and fall sessions, and as new drivers and/or monitors (including spares) are hired and/or assigned to transport Preschool children.

⁵ At each scheduled transporter-site inspection, VMC will randomly select a proportional number of Driver and Monitor records to inspect.

⁶ If, during its inspection VMC finds that a Driver or Monitor is missing required "certification(s)" VMC will inspect all of the transporter's applicable records and immediately report its findings to the County. In addition, the Driver or Monitor would be removed from the program until the certification is made current.

All VMC personnel are regularly cleared through the Medicaid exclusion databases, are trained in the requirements of the privacy of protected health information and VMC's policies and procedures with respect to same, and have executed a Confidentiality Agreement with respect to same. Prior to employment, all prospective new VMC employees are cleared through the exclusion databases, are trained in the PHI requirements, and execute the required Confidentiality Agreement.

Quality Control Meetings - Optional

Project Staff Member Responsible: Charles C. Ganim

VMC will periodically meet with the staff of the schools that are attended by the County's children. The meetings will be designed to encourage an on-going working relationship between VMC and the schools so that "concerns" are resolved (or answered) before becoming "problems." The meetings will also be designed to elicit suggestions from the school staff concerning means by which the children's transportation can be improved.

In implementing this procedure, VMC will contact the school and schedule meetings. Also, VMC will be prepared to meet at any time when a school requests such a meeting to resolve an issue or complaint, and it is VMC's policy to initiate such a meeting if the school does not.

If there is a pre-bid conference, it will be attended by representatives of the County and by VMC (optional). At the pre-bid conference, the County or VMC will be able to respond to (or make notes concerning) vendors' questions concerning the content of the bid specifications. If VMC attends the pre-bid conference, VMC would answer questions from potential bidders in writing. VMC would adhere to the Purchasing Department's policy and regulations in its conduct of this matter.

Other Qualifications

HIPAA and FERPA Compliance

Project Staff Member Responsible: Charles J. Ganim

VMC is knowledgeable of, and is in all respects compliant with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), and the Federal Family Education Rights Privacy Act (FERPA), as those Acts relate to Protected Health Information ("PHI").

LEGISLATIVE FISCAL IMPACT STATEMENT

Reques	ted by <u>D</u>	epartment of Health
Sponso	r(s):	
		FISCAL IMPACT
1)	Project	ed cost of proposed legislation, if any:\(\sigma_55,500.00\) current year \(\sigma_{111,000.00}(2024)\) ongoing expenses per
2)		year I of financing – note all that apply (federal funding, state funding, bonding, tax c.): State Funding / Tax Levy
	a)	For federal funding: amount \$ and length of time federal funding is available Is it available for ongoing expenses? Yes or No
	b)	For state funding: amount \$_99,067.50 and length of time state funding is available 3 Years . Is it available for ongoing expenses? Yes X or No
	c)	If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing: Principal \$ Total projected interest costs \$
	d)	Tax levy impact for current year \$_67,432.50 and ongoing \$
	e)	Other (please explain) \$
3)	Is this e	expense or program mandated? YesX No
4)	Length	of expense or project (one time only, ongoing, etc.): Ongoing (9/23-8/24)
5)	produce	ation for the appropriation/expenditure requested. Include any revenue this will be or any expense that will be avoided: Mandated Program to provide services Idren with Special Needs under Article 89 and Part 200 of State Education Law_

Department Head

Maryfran Wachunas



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

CAMES R. GORDON DIRECTOR

RFP SPREADSHEET

DESCRIPTION: RFP-23-30 Transporation Consultant - Rensselaer County

Department of Health

TIME/DATE FOR SUBMITTAL: 2:00 p.m., Thursday, June 22, 2023

FIRM	LOCAL LAW #2
VMC Consultants, Inc.	V
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RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

JAMES R. GORDON DIRECTOR

REQUEST FOR PROPOSALS

From Transportation Consultants

By the

RENSSELAER COUNTY HEALTH DEPARTMENT

Division for Children with Special Needs

RENSSELAER COUNTY REQUESTS PROPOSALS FROM TRANSPORTATION CONSULTANT FIRMS WITH EXPERIENCE IN THE FOLLOWING AREAS:

- DEVELOPMENT OF COST-EFFECTIVE ROUTES FOR THE TRANSPORTATION OF CHILDREN WITH SPECIAL NEEDS
- DEVELOPMENT OF BID SPECIFICATIONS, EVALUATION OF BIDS AND RECOMMENDATION OF AWARD(S) FOR THE TRANSPORTATION OF CHILDREN WITH SPECIAL NEEDS
- UTILIZATION OF COMPUTERIZED ROUTE ROUTING SOFTWARE AND TRANSPORTATION PROGRAM ADMINISTRATION
- ADHERENCE TO NEW YORK STATE GUIDELINES FOR THE TRANSPORTATION OF CHILDREN WITH SPECIAL NEEDS

PROPOSALS WILL BE RECEIVED AT THE OFFICE OF THE DIRECTOR, BUREAU OF CENTRAL SERVICES, RENSSELAER COUNTY OFFICE BUILDING, 99 TROY ROAD, 4^{TH} FLOOR, SUITE 403, EAST GREENBUSH, NEW YORK 12061 UNTIL 2:00 P.M., THURSDAY, JUNE 22, 2023.

JAMES GORDON, DIRECTOR
BUREAU OF CENTRAL SERVICES
COUNTY OFFICE BUILDING
EAST GREENBUSH, NEW YORK 12061

RFP: 23-30

DATED: June 3, 2023

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RENSSELAER COUNTY GOVERNMENT CENTER 99 TROY ROAD, EAST GREENBUSH, NEW YORK 12061

DATED: June 3, 2023

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- INTRODUCTION -

• The County of Rensselaer is seeking proposals for Transportation Consultant and Vehicle Routing Services as requested by the Division for Children with Special Needs / Department of Health.

- Rensselaer County is geographically located in upstate New York near the Vermont/Massachusetts border and covers an area of about 655 square miles. The road system, excepting two cities and six villages, traverses many rural areas, yet is adjoined to many high-speed roadways near the Capital (Albany) of New York State.
- Rensselaer County provides for the transportation of approximately 300 children, aged two to five, with developmental disabilities, from various pickup locations to various early intervention/preschool special education programs at approximately 35 different programs in the greater Capital District of New York State.
- The County is seeking the services of an experienced and qualified consultant to review and redesign or rewrite the County's current transportation bid specifications, as necessary, and to provide and implement a transportation management software package to efficiently route and re-route vehicles used in these transportation programs.
- Presently, the County is utilizing the services of a transportation consultant for the above stated purpose. The consultant is expected to evaluate existing bid specifications and, in combination with computerized routing software, develop cost effective specifications/routes for a single bid process. Awards developed from the bid may span a multi-year contract period upon mutual consent by the selected vendor and Rensselaer County.

DATED: June 3, 2023

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- SUBMISSION OF PROPOSALS -

One (1) original and two (2) copies of all proposal documents, signed by an officer of the firm and accompanied by a completed "Certification of Compliance with Local Law #2" form, shall be sealed in an envelope clearly marked:

"RFP-23-30 - Transportation Consultant Services"

The proposal shall be submitted **NO LATER THAN 2 P.M., THURSDAY, JUNE 22, 2023** to:

Rensselaer County Bureau of Central Services James Gordon, Director Rensselaer County Government Office Building 99 Troy Road, 4th Floor, Suite 403 East Greenbush, NY 12061

Proposals received at the Bureau of Central Services Department after the submission deadline shall be returned unopened and will not be considered. The County is not responsible for delivery delays and the time/date clock at the County Central Services Department shall indicate the official time of receipt.

- TERM OF CONTRACT -

The contract shall be for an initial twelve-month period, effective September 1, 2023. At the end of the initial term, the contract may be renewed for up to four (4) additional twelve-month periods, at previously agreed upon rates, providing that the selected vendor and Rensselaer County are both mutually agreeable to renew and service has been satisfactory.

Consultants may present their form of agreement; however, all contract terms must meet with the approval of the County Attorney and substantially meet all requirements of this RFP document.

Any contract is subject to the approval of the Legislature and County Executive.

DATED: June 3, 2023

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- QUALIFICATION OF FIRM -

Consulting firms should have verifiable experience providing transportation consultant services and route management for municipalities in New York State for children with special needs in age groups from two to five years. The firm/consultant shall provide verification that they are familiar with Section 4410 of the New York State Education Law and Article 25 of the Public Health Law that governs Early Intervention, as well as the Commissioner of Education's regulations governing transportation of children with special needs.

It is expected that consultants will be able to clearly demonstrate that they have successful experience as a transportation consultant working with other New York State municipalities. More consideration will be given to those firms/consultants that can provide documentation of experience developing bid specifications for the transportation of children with special needs and, in particular, the age group between two and five years.

Since the County's objective is to contract for ongoing services beyond development of bid specifications and recommendation of award, a proven history of transportation route management is required.

Consultants should be prepared to demonstrate and/or verify through positive references an accomplished skill level with the transportation routing software utilized by their firm.

- ADDITIONAL PROGRAM INFORMATION & GUIDELINES -

• Transportation of children with special needs is to be provided in a manner consistent with Section 4410 of the New York State Education Law and Article 25 of the Public Health Law (EI regulations), as well as the Commissioner of Education's regulations governing the same. Accordingly, the services to be provided under this agreement must conform to the statutory and regulatory requirements pertaining to this program. The firm/consultant should affirmatively indicate within their proposal that they are fully familiar with the transportation requirements set forth therein.

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- ADDITIONAL PROGRAM INFORMATION & GUIDELINES (cont'd)

• Firms/consultants are advised that the transportation of any child to a particular program is based upon an order from the Committee on Pre-School Special Education (CPSE), or an order of the Individual Family Service Plan (IFSP).

- Transportation per child must be limited to ninety (90) minutes each way. Consequently, firms/consultants are expected to utilize computerized route optimization software to develop the most cost-effective routes meeting that objective.
- Attachment "A" is incorporated with this RFP and provides a listing of anticipated programs for the 2023-2024 school year and the approximate number of children who are attending. Firms/consultants should be aware that, at any time during the school year, program(s) or children may be added and removed. Further, programs may last for all or only part of the school year, which runs from July 1 to June 30.

- PLAN IMPLEMENTATION -

The firm/consultant's proposal shall describe its approach to implementing services described herein. The implementation plan shall offer a clear picture of the various steps necessary to enable the firm/consultant to acquire and administer responsibilities presently handled by the County.

It is expected that the consultant's description of the proposed transition will list the various economies and efficiencies to be obtained through an effective use of electronic route optimization and administrative software programs.

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- REQUIRED SERVICES/PROPOSAL REQUIREMENTS -

The selected firm/consultant shall be prepared to provide all of the following services, including the utilization of electronic route optimization and administrative programming where requested. An example of previous bid specifications completed by your firm should be submitted with your proposal.

The firm/consultant's proposal shall address its ability to provide the services listed below and clearly indicate fees for each service:

• ROUTING AND CONSULTING SERVICES

- 1.Bid Specifications (Per Occurrence):
 - a. Preliminary computerized routing analysis for Bid Specifications
 - b. Prepare General Bid Specifications without Routes
 - c. Solicitation/Recruitment of Transporters prior to Bid
 - d. Administer Question and Answer Period prior to Bid
 - e. Lowest Bidder Evaluation and Determination
 - f. Transportation Cost Projection after Bid Awards
- 2. Prepare initial routes based on general bid specifications and transportation requirements.
- 3. Provide mid-year routing service to review and restructure routes in order to attain the most efficient routing pattern.
- 4. Provide continuous routing service
- 5. Student Data Maintenance (Computer Screen)
- 6.Attendance tracking (Basic) review monthly attendance records to ensure compliance with State Reporting Requirements
- 7. Attendance Tracking (Enhanced)
 - a.Track "patterns" of Consecutive "Absences/No shows" and report to the County on these "patterns" for further investigation.
 - b.In conjunction with tracking "patterns" of "No Shows/Absences", ensure charges are not incurred when students are absent with required notification given and identify unauthorized passenger's routes.
- 8. Invoice reconciliation (Basic) review monthly services to ensure current numbers of vehicles are being billed and contractual provisions are being met.

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ROUTING AND CONSULTING SERVICES (cont.)

9. Invoice reconciliation (Enhanced) - Determine "Vehicle Days of Service" each month based on cross-checking against Program Calendars and weather/other program cancellation information throughout the year.

- 10. Additional transportation consulting services may be requested by the County on an as-needed basis.
- 11. The firm/consultant is encouraged to recommend other services that would complement the services listed above. The fees for additional services must be included with your response.

• SOFTWARE PERFORMANCE REQUIREMENTS

- 1. The selected consultant will provide and customize, as necessary, vehicle routing software to efficiently route vehicles for the County's Early Intervention and Preschool Special Education transportation programs.
- 2. Software must be capable of:
 - automatically identifying hazardous roads;
 - automatically ensuring right side pickup (i.e., that a child would not cross the street to board a transportation vehicle);
 - automatic routing with accurate mileage determinations, accounting for a child attending programs at different schools with different session days and times, including different pick-up and drop-off times;
 - automatically determining minimum number of vehicles, vehicle paths, vehicle stop times and driver directions;
 - recognizing all stops, accounting for passenger pickup, and adjusting load time;
 - dividing the region into geographic areas and balance the numbers of passengers within the zones.
- 3. The firm/consultant shall be responsible for upgrading and supporting all software and hardware utilized during the term of the contract.

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- FEE STRUCTURE -

The firm/consultant's information regarding fee structure should be straightforward and not vague. At a minimum, the services listed below shall be addressed on an item-by-item basis. Where combination pricing or fees for additional services are offered, those fee/rates shall be presented in a clear, organized format to facilitate evaluation.

1.	Bid Specifications (Per Occurrence):	
	a. Preliminary computerized routing analysis for Bid Specifications	\$
	b.Prepare General Bid Specifications without Routes	\$
	<pre>c.Solicitation/Recruitment of Transporters prior to Bid</pre>	\$
	d.Administer Question and Answer Period prior to Bid Submission	\$
	e.Lowest Bidder Evaluation and Determination	\$
	f.Transportation Cost Projection after Bid Awards	\$
2.	Prepare initial routes based on general bid speand transportation requirements	
3.	Provide mid-year routing service to review and routes in order to attain the most efficient pattern	cient routing
4.	Provide continuous routing service	\$
5.	Student Data Maintenance (Computer Screen):	
	a.Maintain Current Student Records	
	b.Provide Reports to County as needed	\$

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- FEE STRUCTURE - (CONT.)

6.	Attendand	ce t	cracking	(Basic)	-	review	monthly	attendance
	records	to	ensure	compli	ance	e with	State	reporting
	requireme	ents	•				\$	

7. Attendance Tracking (Enhanced) -

Track "patterns" of consecutive "Absences/No shows" and report to the County on these "patterns" for further investigation.

In conjunction with tracking these "patterns", ensure charges are not incurred when students are absent with required notification given and identify unauthorized passenger's routes.

- 8. Invoice reconciliation (Basic) review monthly services to ensure current numbers of vehicles are being billed and contractual provisions are being met \$
- 9. Invoice reconciliation (Enhanced) Determine "Vehicle Days of Service" each month based on cross-checking against Program Calendars and weather/other program cancellation information throughout the year \$
- 10. Additional transportation consulting services. Please describe the services offered and provide rates/fees as an attachment to your proposal.

- NOTE -

Firms/consultants may present their fees and rate structures in a format other than the one provided above; however, all pricing should be straightforward and specific as to rates for the services offered.

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- REFERENCES -

Reference information is considered an integral component of the RFP evaluation and selection process.

At least two (2) municipal references must be provided. Each reference shall list the municipality and name, title, address, phone and fax number of the primary contact person.

Responsible firms will verify that reference information is current. Incomplete or inaccurate reference information will negatively impact evaluation of the firm's proposal.

- EVALUATION & SELECTION -

Following submission, a study period will be observed during which time reference checks and interviews may be conducted and additional information requested.

Selection will be based upon, but not limited to, the most favorable combination of professional qualification, experience, program approach, reference responses and fee structure.

Any contract is subject to the approval of the Legislature and County Executive. All participating firms will be formally advised of the results of this RFP process.

Rensselaer County reserves the right to continue the selection process, request additional information or not contract for services should it appear to be in the best interest of the County.

- QUESTIONS -

Questions regarding the transportation program requirements may be directed to Ann Hansen, Director of Children with Special Needs, at (518)270-2665.

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- CANCELLATION -

The County of Rensselaer in its sole discretion retains the right to cancel this contract with reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any proposal which, through proposer error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County proposal specifications. This right to reject proposals which are incomplete, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

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DUE TO THE DEPARTMENT OF HEALTH UPON AWARD

County of Rensselaer Insurance Requirements

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits Statutory
Section B - Employers Liability Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Liability
\$1,000,000	Each Occurrence
\$ 500,000	Fire Damage (any one fire)
\$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of all Contractors, sub-contractors and sub-contractors for all liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

\$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

1) Certificate Holder: County of Rensselaer

Attn: Rensselaer County Attorney

99 Troy Road, 4th Floor

East Greenbush. New York 12061

II) Limit of Liability

\$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

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County of Rensselaer Insurance Requirements

F. Umbrella Liability

Limit of Liability (minimum limits) \$2,000,000 each occurrence / \$2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

- A) A description of the work and contract authorization number.
- B) Reference to any special endorsements restricting standard policy coverage.
- C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.
- D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

DATED: June 3, 2023

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LOCAL LAW #2, 1992 CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK, COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

(Name of Vendor/Company)	
(Person authorized to sign & Title)	
(Street or Box Number)	
(City, State, Zip Code)	
Signature	// Date

Attachment A

Anticipated 2023-2024 School Year Transportation for Children with Special Needs

Program No.	<u>Program</u>	<u>Time</u>	Max. # of Students
1.	Beginnings - Hoosick Falls UPK	9:00-2:00	8
1A .	Beginnings - Berlin UPK	8:45 - 1:45	16
1B .	Beginnings - Hoosic Valley UPK	8:00 - 1:00	8
1C .	Beginnings - Lansingburgh FRC	8:00 - 1:00	17
1D .	Beginnings - Lansingburgh UPK	8:30 - 1:30	40
1E .	Beginnings - Mosaic Village	9:00 - 2:00	18
1F .	Beginnings - Rensselaer FRC	8:00 - 1:00	8
1G .	Beginnings - Rensselaer UPK	8:30 - 1:30	16
1H .	Beginnings - Ohav Shalom	8:30-1:30	16
11.	Beginnings - St. Vincent's	8:00 -1:00	9
1J .	Beginnings - Capital Milestones	8:00 - 1:00	16
1K .	Beginnings - YMCA - KidzLodge	8:00 - 1:00	16
2.	Crossroads	9:00 - 2:30	6
3.	ECEC - Troy	8:30 - 1:00	30
3A .	ECEC - Albany	8:30 - 1:00	10

Program No.	<u>Program</u>	<u>Time</u>	Max. # of Students
3B .	ECEC - Schenectady	8:30 - 1:00	5
4 .	Story Place	9:00 - 2:00	46
5.	A Child's Place at Unity - 4th Street	8:30 - 1:30	54
5A .	A Child's Place at Unity - School 12	8:00 - 1:00	6
5B .	A Child's Place at Unity - St. Jude's	8:00 - 1:00	18
5C .	A Child's Place at Unity - Albany	8:30 - 1:30	30
6 .	Helping Hands	9:00 - 2:00	10
6A .	Helping Hands	9:00 - 11:30	10
6B .	Helping Hands	12:30 - 3:00	10
7.	Cloverpatch - Center for the Disabled	9:00 - 2:00	10
8.	Circle of Friends - Delmar	8:20 - 1:40	5
8A .	Circle of Friends - Ravena	8:20 - 1:40	5
9.	Newmeadow	9:00 - 2:00	5
10.	Achievements - Maplewood	8:00 - 1:00	4
10A .	Achievements - Maplewood	8:30 - 1:30	6
10B .	Achievements - Maplewood	9:00 - 2:00	6
11 .	Spotted Zebra	8:30 - 1:30	6
12.	Advanced Therapy - Madison Avenue	9:15 - 2:45	5
13.	Anderson Early Learning Academy	8:30 - 2:00	10

RFP: 23-30 DATED: 7/3/23

- EVALUATION / SELECTION RATIONALE -

Our Current Transportation Consultant, VMC Consultants, Inc., was the only responder to the Transportation Consultant RFP. The Division of Children with Special Needs of the Department of Health began using a transportation management / routing company in 2015 to establish cost effective routes for the transportation of Children with Special Needs, ages 2 to 5 years. VMC's proposal was reviewed by the Public Health Director and the Director of Children with Special Needs to determine that it met the requirements that were set forth by the Request for Proposals.

VMC has been Rensselaer County's Transportation Consultant since 2015 and we have been very pleased with their professionalism, helpfulness, and cost cutting measures, in that they have saved the county over 1 million in transportation costs since their start. VMC is a New York based firm, which has considerable experience managing other programs similar to ours in various Counties in New York State. VMC has a proven track record dealing with New York Counties and saving valuable program dollars. They have a staff that works very well together and are always available to us whenever the need arises.

In conclusion, based on review and discussion, it was decided that the continuation of these Transportation Consultant services with VMC Consultants, Inc. is in the best interest of Rensselaer County and the Children with Special Needs program, due to their extensive history proving these services to us and other New York State counties and their cost savings incentives.

RFP-23-30 Vendor List Transportation Consultant – Department of Health

Mailed: 6/3/2023

VMC Group, Inc. 9701 Niagara Falls Blvd., Suite 1A Niagara Falls, NY 14304 Phone: (716) 285-6000

Fax: (716) 285-1000

Transfinder
440 State Street
Schenectady, NY 12305
Phone: (518) 377-3609

Fax: (518) 377-3716

Tyler Technologies 23 British American Blvd. Latham, NY 12110 Phone: (518) 786-7766

Fax: (518) 786-7778

TransPar Group
18 S.W. 3rd Street, Suite 200
Lee's Summit, MO 64063

Phone: (816) 524-2033 Fax: (816) 524-2188 Section 1 Title Page

VMC Consultants, Inc. Proposal #RFT-23-30

In response to

Rensselaer County RFP Number: RFP-23-30

For

Preschool Transportation Management Services

Closing Date and Time

June 22, 2023 2:00 p.m.

Responder's Name, Address, Telephone Number VMC Consultants, Inc.

9701 Niagara Falls Blvd, Suite 1A

Niagara Falls, NY 14304 Phone: (716) 285-6000

Fax: (716) 285-1000

Person Responsible for Submission of Proposal; Person Responsible to bind the Company

Charles C. Ganim

Phone: (716) 285-6000, ext. 4

Fax: (716) 285-1000 ccganim@vmcgroup.com

VMC Consultants. Inc. Proposal RFP-23-30 In response to

Rensselaer County RFP Number: RFP-23-30 for

Preschool Transportation Consulting Services Preschool Program

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EXECUTIVE SUMMARY

The Transportation Management Service (TMS) that's provided to NYS's County Pre-school Children with Special Needs program (PKSE) by VMC Consultants, Inc. is quite different than the traditional services required for School Transportation (mostly K-12 grades).

School Districts and/or Systems rely heavily on the initial enrollment in each school education period. The school education period start and end dates are pre-determined, and the destination point for each school normally stays the same throughout a given educational period. Further, the school buildings and the policies (transportation parameters) are established and controlled by the school district for each location. Consistency of policy throughout the school district is an important goal by the districts. As a result, the bus routes are fixed.

Contrary to the school district/system, the 0 to 4 year old special needs student population is continually changing (i.e. only about half of the children begin program at the start of the School year), and the environment is very volatile For example, most of the destination points (places of learning), called Center-Based Programs (CBP's), are independently-owned and managed. The school district does not have control over the policies, including transportation, for this special population. A further example, during the COVID period, the policies related to transporters varied for each destination (location of learning) and many times changed numerous times during a given educational period. Further, the student's individual needs many times require them to attend a particular center-based program. Given this fact, and the fact that the CBP's have limited capacity, out-of-county programs, in many cases, have to be utilized as well.

As a consequence, the scheduling and routing of Preschool Special Needs children is very customized, and the traditional routing of vehicles and the tracking of passengers is therefore not possible. In fact, the automated routing and its results are not a complete solution and, in fact, are only the initial step in the vehicle routing process.

Further, not only are the initial routes only a general framework, but it does not help with determining the transporter's (contractor's) eventual monthly invoice. Specifically, the invoice may not be representative or even close to being accurate based on the initial routes.

In addition, VMC utilizes its Children with Special Needs experience and supportive customized data, so that the initial vehicle routes can be adjusted. Also, the actual daily attendance (or absence) of a student or its assigned vehicle must be tracked. The traditional pre-determined student enrollment cannot be used as the foundation of determining the number of vehicles required. The "actual" daily attendance on the vehicle must be tracked and it will influence the need for a given vehicle.

For example, normally only a few children are assigned to a given vehicle. If there is absenteeism, a given vehicle may not be required on a given day.

The requirement of actual daily student attendance on a vehicle, the changing of transportation policies from building to building, and even the same building (Center-Based Program) within a given school period, and the need to interject exceptions to the traditional automated routes, will result in a significant delay in reconciling the transporter's monthly invoice. Further, for possible NYS audits, it's extraordinarily difficult and expensive to track each student from the vehicle bus roster through the attendance on the vehicle and then into the transporter's monthly invoice.

There are shortages of transporters and if the county has concerns that it may lose the transporter because of slow payments for its services, then a much more rapid administrative approach is required.

As a result of these described set of unique requirements, VMC includes in its TMS service an automated and data integrated system that tracks the student from the bus roster through the daily vehicle attendance, then through the prices shown in the transporter's contract, and then into the automated (simulated) transporter invoice for each month. This process is completed each month before VMC receives the actual transporter monthly invoice.

The automated system is called TATIRRICS and is described in the attached Appendix. Also, this automated system generates a number of other important reports and information helpful with the reimbursement process. These reports, such as cost per child per day for transportation is provided. Further, as an optional service and if the county has an automatic method of uploading its transportation student cost data to NYS, VMC can automatically download its data into that software.

In summary, this TMS Service is quite different than the traditional vehicle routing transportation service. The requirements and demands of the NYS Children with Special Needs program requires a comprehensive integrated transportation system and service approach.

VICE- President

End of Executive Summary

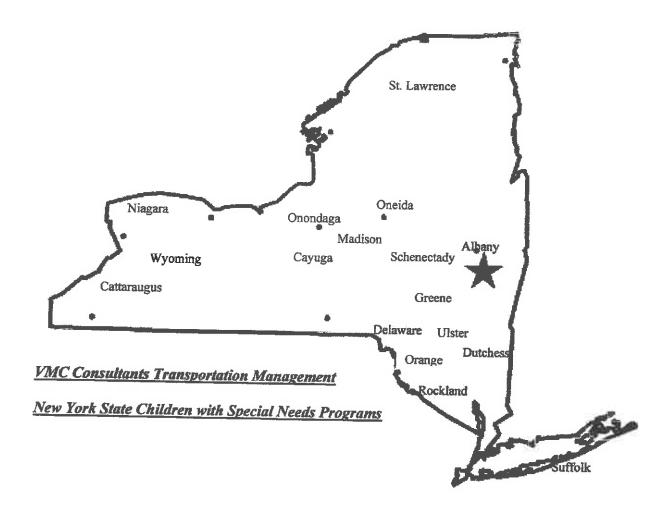
Section II Qualifications and Experience, Vendor Information, and References

A. History

This section is designed to enable to County to visualize the expertise and qualifications of the VMC Consultants, Inc ("VMC"), as well as VMC's ability to be the manager and/or consultant for the transportation function of the Rensselaer County Department of Public Health ("The County") Preschool Program for Children with Special Needs (the "Program").

1. History of VMC

VMC has managed and/or is managing the transportation of preschool children with special needs for seventeen New York State counties.



These counties are Albany, Cattaraugus, Cayuga, Delaware, Dutchess, Greene, Madison, Niagara, Oneida, Onondaga, Orange, Rockland, Schenectady, St. Lawrence, Suffolk, Ulster, and Wyoming. The size of the preschool programs in these counties ranges from 30 to 3000 children.

Service Service

VMC is unique in that it is a Management Consulting firm. As a consequence, it has an unprecedented record of either reducing transportation costs, or significantly constraining inevitable economically driven increases¹ through its Management Science methodology. In 2008 VMC conducted a transportation analysis and study for the Ulster County Program that, if followed according to the design, would have significantly constrained the cost of preschool transportation. However, VMC was not the transportation consultant for the Program in 2009, 2010, and 2011. Then, from 2012 through 2014 VMC again became the County's Preschool Program transportation consultant. This resulted in a substantial reduction of the transportation cost. The scope of the savings VMC generated for the County is shown later in this section.

VMC has performed at this level for most of the seventeen counties named above. The accumulated savings realized by these programs has exceeded \$50 Million.

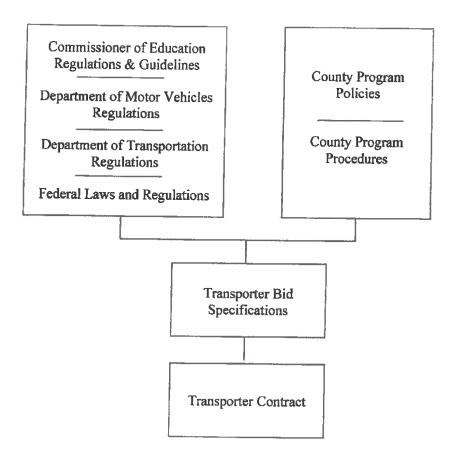
2. History of Regulatory Compliance

In order to ensure that VMC's customers are appropriately serviced relative to regulatory and contractual compliance, VMC's Internal Consulting Group provides advice and monitors compliance. In addition, as an optional service (see Section III—Optional Services) VMC would assign its in-house counsel to monitor and respond to serious incidents and complaints.

¹ Economically driven increases result from things such as significant increases in the cost of fuel, insurance, labor and equipment.

VMC's history of ensuring regulatory compliance can be demonstrated by its work in preparing bid specifications on behalf of its customers. The correlation between the regulatory requirements and these bid specifications is shown in the following diagram.

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To ensure the transportation programs managed by VMC meet current regulatory requirements, changes in the laws and regulations relating to preschool transportation are researched on an ongoing basis. VMC also tracks regulatory changes that affect school bus drivers and monitors through the Pupil Transportation Safety Institute. In addition, changes in the Medicaid requirements for "special transportation" are monitored by VMC—in fact, in collaboration with several transporters, VMC designed Driver Attendance Logs (attendance sheets) for inbound and out-bound trips that have been reviewed by the New York State Medicaid Unit, and acknowledged as meeting the Medicaid requirements by them.

As changes in regulatory requirements are identified. VMC advises its customers and its field staff, and ensures that the transporters are made aware of the changes.

VMC has been providing this service in connection with its drafting of transporter bid specifications since 1993.

3. History of Contract Compliance

VMC ensures transporter compliance with the terms of their contracts through a combination of several processes, including field-site observations, audits of driver and monitor qualifications, incident and complaint resolutions, and, as appropriate, issuing formal warnings and/or assessing liquidated damages, if applicable, as a result of non-compliance. These processes are described in Section III of this Proposal, and in the "Service Quality" section of Appendix A. Determining compliance and appropriate remedies for non-compliance is done in the first instance by VMC's Resident Manager and Safety Technician with support from VMC's Internal Consulting Group, which provides backup in the areas of computer technology, and accounting.

VMC has provided these services for in excess of twenty years, and to seventeen New York State counties during this time. VMC's success in this area can be demonstrated by the fact that no claims have been filed against these counties while VMC provided this service for them, and all serious incidents and parent complaints have been successfully resolved.

B. Prior Experience

1. Experience in Similar Projects

Cattaraugus

A. Contract Name/Title:

Transportation Management for all County Departments, including, but not limited to the Youth Bureau and Department of Health's Children with Disabilities, Department of Social Services Medicaid², Community Services (adult transportation, Department of Aging adult transportation, and One Stop adult transportation

B. Contract Specifics:

1. Customer:

Cattaraugus County

2. Period of Performance:

September 1998 to Date

C. Brief description of effort.

Services Performed:

- 1. Point of contact (county, parent, transporter, and program provider);
- 2. Incident and complaint resolution;
- 3. Vehicle routing;
- 4. Maintenance of student data;
- Random field-site inspections;
- 6. Transporter audit;
- 7. Meetings with staff of program providers;
- 8. Reconciliation of transporters' invoices;
- 9. Student attendance tracking;
- 10. Transporter contract compliance;
- 11. Program analysis;
- 12. Status reports;
- 13. Bid specifications;
- 14. Writing and design of Parent Handbook.

Project Description

² Medicaid Mobility Management was taken over by the New York State DOH on August 1, 2014.

VMC manages and provides "point of contact" service to all of Cattaraugus County's department and agencies. This service includes overseeing both adult and preschool/Early Intervention transportation. VMC's Internal Consulting Group, works closely with the heads of each department and agency to ensure that each department's distinct transportation requirements—defined by the needs of the population each department services—are being met.

To meet all of these needs in the most economical and efficient manner, VMC designed an entirely new coordinated oversight of the County's transportation services. This design began with a view of all of the County's and Rehabilitation Center's transportation needs as a single entity, then grouped passengers by establishing those individuals whose ages, conditions, needs, and points of residence and destination permit them to be successfully transported together. This is a vast change from the traditional method of arranging transportation along departmental lines.

For the Cattaraugus County Youth Bureau and Health Department's preschool program, VMC is the central point of transportation information, and coordinates student transportation for the County, provider programs and parents. All student information flows through VMC to ensure it is complete and that it is received by the transporters in a timely manner. VMC also receives all incidents and parent complaints, and coordinates all resolutions. In order to facilitate this, VMC meets regularly with department administrative staff, to review the more serious incidents and complaints.

VMC maintains a computer generated routing system. The system used is the Transfinder Software package. This package includes and is built on a passenger information database that secures all information concerning the transportation and special transportation needs of each passenger. Providing routing services using this system, VMC is able to assign passengers to routes in such a way as to ensure that the fewest number of vehicles are being used. All requests for additional vehicles and/or additional routes are forwarded to VMC. Using its routing software, VMC then verifies whether such additional route or vehicle is necessary.

The package also tracks passenger attendance. This feature assists VMC in reconciling transporter invoices on an accurate and timely basis.

Project Successes:

As a direct result of VMC's services over the past sixteen years, the Cattaraugus County transportation operation, including the preschool program, and adult transportation has realized average annual savings in the range of \$250,000 to \$450,000. Also, in the most recent period, which included the negotiations with the transporter, the annual savings exceeded \$600,000. These savings have been realized without any reduction in transportation quality and safety. This can be demonstrated by the fact that no claims have been filed against the County since the start of VMC's contract.

D. Completion Date:

This is an ongoing project.

E. Primary Customer Points of Contact:

Name:

Jack Searles

Address:

County Administrator Cattaraugus County 303 Court Street

Little Valley, NY 14755

Phone:

716-938-9111 (ext 2577)

Fax: 716-938-9306

E-Mail:

jrsearles@cattco.org

F. Unique Areas:

In addition to work done in the routing, scheduling, and ensuring the safety and efficiency of the County's transportation requirements, VMC designed the operation of the Olean City transit routes (the OATS System). This process saved the cost of transporting Medicaid recipients in the Olean vicinity to local appointments. In addition,

VMC researched the requirements for city transit vehicles, and wrote the bid specifications.

Further, VMC has researched and drafted an agreement between the County and the Cattaraugus Rehabilitation Center, Inc. (the "Partnership") whereby the Rehabilitation Center's 5310 vehicles are being utilized through VMC's routing and interagency invoicing system. VMC also presented the New York State Department of Transportation (DOT) with research that caused the DOT to permit preschool children to be transported on the 5310 vehicles.

G. Key individuals who participate in this contract:

VMC staff members who regularly perform work for Cattaraugus County are:

- Charles C. Ganim, Project Manager, Customer Relations, Invoice Reconciliation, Field Inspections
- Christy Covert, Transportation Specialist, Data Entry, Trip Assignment, Invoice Approval, Customer Relations
- 3. Copeland Data Services, Computer Technologist
- 4. Peggy Poole, Legal, Program Analysis, Compliance Officer

Niagara

A. Contract Name/Title:

Transportation Management of Children

with Disabilities Program

B. Contract Specifics:

1. Customer:

Niagara County Department of Health

2. Period of Performance:

June 1998 to Date

C. Brief description of effort.

Services Performed:

1. Point of contact (county, parent, transporter, and program provider);

2. Incident and complaint resolution;

3. Vehicle routing;

4. Maintenance of student data;

5. Medicaid Reimbursement

6. Random field-site inspections;

7. Transporter audit;

8. Meetings with staff of program providers;

9. Reconciliation of transporters' invoices;

10. Student attendance tracking;

11. Transporter contract compliance;

12. Program analysis;

13. Status reports;

14. Bid specifications;

15. Writing and design of Parent Handbook.

Project Description

VMC is the central point of transportation information for Niagara County, and coordinates student transportation for the County, provider programs and parents. All student information flows through VMC, who ensures it is complete and is received by the transporters in a timely manner. All incidents and parent complaints are received by VMC, and VMC coordinates all resolutions. In this regard, VMC arranges meetings between programs and transporters to review the more serious incidents and complaints. When an accident occurs, VMC facilitates and coordinates the gathering of all reports, including statements from drivers and monitors and police reports, coordinates with the

County to ensure the County's liability is limited, and works with the County and transporter to ensure all parents are provided with information.

Niagara County's Point of Contact Service is provided from VMC's Central Office, which is staffed between 7 am and 5 pm. While no students are scheduled for transportation after 5 pm, those times a transportation related incident is on-going (e.g. a parent not home, a vehicle accident), VMC's staff remains at the office until all children are safely at their residences.

Parents call VMC's office to advise when their children will be absent, and VMC ensures that this information is promptly provided to the transporters. This is an important service, especially when the child's absence might determine whether a vehicle is required for a given day. If the child is a "no-show" the transporter is entitled to payment for the vehicle; if the transporter is notified of the absence, no payment is made.

VMC maintains a computer generated routing system. The system used is the Transfinder Software package. This package includes and is built on a student information database that secures all information concerning the transportation and special transportation needs of each child. Providing routing services using this system, VMC is able to assign children to routes in such a way as to ensure that the fewest number of vehicles are being used. All requests for additional vehicles and/or additional routes are forwarded to VMC. Using the Transfinder Routing software, VMC then verifies whether such additional route or vehicle is necessary.

The package also tracks student attendance. This feature assists VMC in reconciling transporter invoices, and allows VMC to provide the County with a monthly breakdown of the daily price of transporting each child. This child-per-day breakdown is the basis of State reimbursement for transportation.

VMC carefully monitors vehicle arrival and departure time at the programs, and, when issues are observed, VMC works with the programs to make the drop-off and pickup

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process safer and more efficient. This is part of VMC's periodic random Field Inspection service.

To ensure transporter contract compliance VMC's project staff reviews field observations, incidents, complaints, and accidents with VMC's in-house Counsel, who is a member of VMC's Internal Consulting Group. When an issue concerning non-compliance is identified, VMC reviews all possible remedies with the County, and recommends the most appropriate remedy considering all circumstances. Once the County elects a remedy, VMC works with the County and the transporter to explain and implement the remedy.

Project Successes:

During twenty-three years of VMC's work for Niagara County, VMC has worked with the County and the programs to review bell-times, and project the effect of minor shifts in certain program bell times on the number of vehicles required. VMC has also periodically reviewed certain student assignments with the County when such assignment requires the addition of vehicles for out-of-county transportation. These activities have resulted in a reduction of the number of vehicles required, shorter runs for the children and cost savings for the County. In addition, a series of Field Inspections identified an ongoing pattern of transporting unauthorized students (commingling with an adjoining county's students). In resolving this issue with the transporter, VMC was able to put cost reductions into place when commingling is permitted, and ensure pre-approval of the children being commingled.

In the twenty-three years since the inception of VMC's contract Niagara County's cumulative savings have exceeded \$5 million. These savings have been realized without any reduction in transportation quality and safety. This can be demonstrated by the fact that no claims have been filed against the County since VMC began its work, and all incidents and parent complaints have been successfully resolved.

D. Completion Date:

This is an ongoing project.

Service:

E. Primary Customer Points of Contact:

Name:

Dan Stapleton

ii: · ·

Address:

Commissioner of Health

Niagara County Health Department

5467 Upper Mountain Rd. Lockport, NY14094

Phone:

518-447-4818

Fax: 518-447-4855

E-Mail:

dan.stapleton@niagaracounty.com

F. Unique Areas:

VMC has managed the Niagara County transportation program for preschool children with disabilities since 1998. This long standing relationship with Niagara County, and a project staff with a broad knowledge of the County and its preschool program providers, combined with a trust built with the transporters, has allowed VMC to demonstrate savings in transportation costs each year—savings that have averaged more than twice the consulting fee paid to VMC. A significant part of these savings has been realized because VMC has been aware of programs serviced by the transporters in adjoining counties. Based on this knowledge, when a child is assigned to an out-of-county program, VMC's staff is able to negotiate greatly reduced rates. The basis of this is granting the transporter permission to commingle Niagara County preschool children with preschool children from another county.

G. Key individuals who participate in this contract:

VMC staff members who regularly perform work for Niagara County are:

- 1. Charles C. Ganim, Project Analysis, Invoice Reconciliation
- 2. Charles J. Ganim, Customer Relations, Compliance Officer
- 3. Christy Covert and Diane Crimi, Logistics Specialists

4. Copeland Data Systems, Information Technology

Oneida

A. Contract Name/Title:

Transportation Management of Children with Disabilities Program

B. Contract Specifics:

1. Customer:

Oneida County Department of Health

2. Period of Performance:

June 1997 to Date

C. Brief description of effort.

Services Performed:

- 1. Point of contact (county, parent, transporter, and program provider);
- 2. Incident and complaint resolution;
- 3. Vehicle routing;
- 4. Maintenance of student data;
- 5. Random field-site inspections;
- 6. Transporter audit;
- 7. Meetings with staff of program providers;
- 8. Reconciliation of transporters' invoices and Medicaid reimbursement;
- 9. Transporter contract compliance;
- 10. Program analysis;
- 11. Status reports;
- 12. Bid specifications;
- 13. Writing and design of Parent Handbook.

Project Description

VMC provides its Point of Contact Services to Oneida from its Central Office in Niagara Falls. In order to fulfill its obligations to the parents, transporters, programs and Oneida County, VMC provides a toll-free telephone line. In connection with VMC's Point of Contact service for Oneida County, all student information flows through VMC who ensures it is complete and is received by the transporters in a timely manner. VMC receives all incidents and parent complaints, and coordinates all resolutions. When onsite assistance is needed, VMC dispatches its local Safety Technician to meet with

parents and/or programs. This Safety Technician works directly with VMC's Central Office Oneida Project staff.

When an accident occurs, VMC facilitates and coordinates the gathering of all reports, including statements from drivers and monitors and police reports, coordinates with the County to ensure the County's liability is limited, and works with the County and transporter to ensure all parents are provided with information.

VMC conducts Field Inspections on a regular randomized basis. These inspections include observations of vehicle arrival and departure times, as well as compliance with all contract requirements concerning the vehicles, drivers, and safety procedures. In order to ensure that all programs and bell times are observed over a pre-determined time, VMC has developed an Inspection Matrix. On completion of Field Inspection, VMC Safety Technician completes an inspection form, provides a copy to the transporter, and forwards a copy to VMC Internal Consulting Group for review.

To ensure transporter contract compliance VMC's project staff reviews field observations, incidents, complaints, and accidents with VMC's in-house Counsel, who is a member of VMC's Internal Consulting Group. When an issue concerning non-compliance is identified, VMC reviews all possible remedies with the County, and recommends the most appropriate remedy considering all circumstances. Once the County elects a remedy, VMC works with the County and the transporter to explain and implement the remedy.

VMC maintains a computer generated routing system. The system used is the Transfinder Software package. This package includes and is built on a student information database that secures all information concerning the transportation and special transportation needs of each child. Providing routing services using this system, VMC is able to assign children to routes in such a way as to ensure that the fewest number of vehicles are being used. All requests for additional vehicles and/or additional routes are forwarded to VMC.

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Using the Transfinder Routing Software, VMC then verifies whether such additional route or vehicle is necessary.

VMC's Central Office preschool transportation staff and VMC's Internal Consulting Group are available at all times when vehicles are on the road. In addition, in the event an incident continues past the normal office closing time (e.g. no parent at home to receive a child, an accident, etc.), VMC's Central Office staff remains at the office where files and technological resources are available, coordinating efforts and working with the transporter, program, and County officials until the incident is resolved and all transported children are safely home

Project Successes:

During the twenty-six years of VMC's work for Oneida County, VMC has worked with the County and the programs to review bell-times, and project the effect of minor shifts in certain program bell times on the number of vehicles required. VMC has also periodically reviewed certain student assignments with the County when such assignment requires the addition of vehicles for out-of-county transportation. These activities have resulted in a reduction of the number of vehicles required, shorter runs for the children and cost savings for the County.

When VMC began to provide services to Oneida County, the County's preschool transportation costs were approximately \$1.4 Million. VMC's efforts in studying the County's routing needs, drafting bid specifications, ongoing routing, attendance tracking, invoice reconciliation, and field inspections have combined to reduce these costs by approximately 45%, or between approximately \$500,000 and \$600,000. These savings have been realized without any reduction in transportation quality and safety. This can be demonstrated by the fact that no claims have been filed against the County since VMC began its work, and all incidents and parent complaints have been successfully resolved. As factors that are out of VMC's control have increased prices over the years (e.g. cost of living increases, fuel price increases, increases in the cost of labor, etc.) off-setting these

increases, VMC's services have generated additional accumulative savings of \$4.5 Million.

D. Completion Date: This is an ongoing project.

E. Primary Customer Points of Contact:

Name:

June Harris-Forrester

Director, Special Children Services

Address:

Oneida County Health Department

185 Genesee Street Utica, NY 13501

Phone:

315-798-5681

Fax: 315-798-6441

E-Mail:

jharrisforrest@ocgov.net

F. Unique Areas:

VMC has created at least four consecutive sets of full bid specifications for Oneida County. In connection with each, VMC conducted a routing study so that transportation zones and corridors could be realigned to encompass all foreseeable routing corridors. In addition, VMC worked closely with existing transporters so that their operational concerns could be addressed in the bid specifications, and worked with the programs so that their safety concerns could be addressed. Finally, because of VMC's working relationships with transporters in fourteen New York State counties, VMC was able to draw additional bidders. As a result of this, bid price increases were constrained, and when combined with VMC routing efficiencies, significant savings were realized.

G. Key individuals who participate in this contract:

VMC staff members who regularly perform work for Oneida County are:

- 1. Diane Crimi, Logistic Specialist
- 2. Charles C. Ganim, Legal, Program Analysis, Compliance Officer

- 3. Copeland Data Systems, Computer Technologist
- 4. Thelma Chase, Safety Technician

Ulster

A. Contract Name/Title: Transportation Management of Children

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with Disabilities Program

B. Contract Specifics:

1. Customer: Ulster County Department of Social Services

2. Period of Performance: July 1, 2005 to December 31, 2008; and January 1,

2012 to date

C. Brief description of effort.

Services Performed:

1. Point of contact (county, parent, transporter, and program provider);

2. Incident and complaint resolution;

Vehicle routing;

4. Maintenance of student data;

- 5. Random field-site inspections;
- 6. Transporter audit;
- 7. Meetings with staff of program providers;
- 8. Reconciliation of transporters' invoices;
- Student attendance tracking;
- 10. Transporter contract compliance;
- 11. Program analysis;
- 12. Status reports;
- 13. Bid specifications;
- 14. Writing and design of Parent Handbook.

Project Description

Providing "Point of Contact" services to Ulster County, VMC is the central point of transportation information and coordinates student transportation for the County, parents, provider programs and parents. VMC's Point of Contact service is provided from a local office within the Ulster County Department of Social Services building in Kingston, NY. But because of peak periods or special projects with time deadlines, VMC has arranged for its Ulster County Local Resident Manager to be backed up from its Administrative and Internal Consulting Group ("ICG"). All student information flows through VMC,

and VMC ensures it is complete and that it is received by the transporters who provide service to the County on a timely manner. VMC's student database resides on VMC's network. This means that regular updates to the software, storage, and security of data (in compliance with HIPPA and FERPA requirements) and computer issues can be resolved by VMC's Internal Consulting Group's Technologist at the Central Office. As importantly, it means that VMC's Internal Consulting Group's Transportation and Routing Departments have access to all student and routing information³, can assist with routing issues, and are able to receive inquiries and assist in the resolution of incidents and parent complaints. When an accident occurs, VMC's ICG assists the Local Resident Manager by facilitating correlation of the reports, statements from drivers and monitors, and police reports, then advises County to ensure the County's liability is limited, and assists the Local Resident Manager, the County, and the transporter as needed.

As mentioned above, VMC maintains a computer generated routing system. The system used is the Transfinder software package. This package includes, and is built on, a student information database that secures all information concerning the transportation and special transportation needs of each child. Providing routing services using this system, VMC is able to assign children to routes in such a way as to ensure that the fewest number of vehicles are being used. All requests for additional vehicles and/or additional routes are forwarded to VMC. Using the Transfinder routing software, VMC then verifies whether such additional route or vehicle is necessary.

The package also tracks student attendance. This feature assists VMC in reconciling transporter invoices.

VMC carefully monitors vehicle arrival and departure time at the programs, and, when issues are observed, VMC works with the programs to make the drop-off and pickup

³ All VMC personnel are regularly cleared through the Medicaid exclusion databases, are trained in the requirements of the privacy of protected health information and VMC's policies and procedures with respect to same, and have executed a Confidentiality of Protected Health Information Agreement.

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process safer and more efficient. This is part of VMC's periodic random Field Inspection service.

To ensure transporter contract compliance VMC's Ulster Resident Manager reviews field observations, incidents, complaints, and accidents with VMC's in-house Counsel, who is a member of VMC's Internal Consulting Group. When an issue concerning non-compliance is identified, VMC reviews all possible remedies with the County, and recommends the most appropriate remedy considering all circumstances. Once the County elects a remedy, VMC works with the County and the transporter to explain and implement the remedy.

Project Successes:

As a direct result of VMC's services from 2006 through 2008, Ulster County preschool transportation realized cumulative savings of \$1.5 million since the inception of that contract. In addition, in 2008, as a result of the new zoning approach that was developed with considerable assistance from the County personnel and the transporters, VMC partitioned the County into more effective zones then formulated bid specification language that placed VMC in a position to generate annual savings of approximately \$1.2 million. From 2009 through 2011, VMC was not the County's Transportation Manager. However, from 2012 to the present, VMC has again been the Transportation Manager. During this new period, VMC has generated approximately \$874,000 in savings.

D. Completion Date:

This is an ongoing Project

E. Primary Customer Points of Contact:

Name:

Rita Wood

Address:

Deputy Commissioner

Ulster County Department of Social Services

1061 Development Court

Kingston, NY 12401

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Phone: 845-334-5194

Fax: 845-334-5227

E-Mail: rwoo@co.ulster.ny.us

F. Unique Areas:

When initially creating the transportation bid specifications for the Ulster County preschool program for children with disabilities, VMC was careful to ensure that all transporters, regardless of size, could wholesomely participate in the bidding process, and therefore not be discouraged from bidding.

Ulster County also utilizes VMC's TATIRRIC Service, which is comprised of the Attendance Tracking and Cost Accounting These features assist VMC in reconciling transporter invoices, and provide reports on cost/child for Early Intervention children and for prechool children, and reports on the amounts due to the County as reimbursement from Medicaid and from New York State. In this way Ulster County may be sure that its payments relate solely to routes actually run, are within contract parameters, and comply with the Program's policies and guidelines concerning cost efficiency. Through the use of this service, the County also received the information in a form that improves the opportunity of complying with the current Medicaid requirements.

G. Key individuals participate in this contract:

VMC staff members who currently perform work for Ulster County are:

- 1. Michelle Kane, Resident Manager; Customer Relations, Point of Contact
- 2. Charles C. Ganim, Logistic Technologist
- 3. Dr. Charles J. Ganim, Legal, Compliance Officer

2. References

As described in the Experience Section of this Proposal, VMC selects the following six counties (in alphabetical order) as references:

1. Reference Name:

Cattaraugus County

a. Address:

303 Court St.

a. Little Valley, NY 14755

b. Contact Person:

Jack Searles, County Administrator

c. Telephone:

716-938-9111, Ext. 2577

d. Contract Date:

1998 to Date

2. Reference Name:

Niagara County Department of Health

a. Address:

5467 Upper Mountain Rd.

a. Lockport, NY 14094

b. Contact Person:

Daniel Stapleton, Commissioner of Health

c. Telephone:

716-439-7250

d. Contract Date:

1998 to Date

3. Reference Name:

Oneida County Health Department

a. Address:

185 Genesee Street

a. Utica, NY 13501

b. Contact Person:

Barbara Pellegrino, Director, Special Children

Services

c. Telephone:

315-798-5223

d. Contract Date:

June 1997 to Date

4. Reference Name: Ulster County Department of Social Services

a. Children with Special Needs

b. Address: 1061 Development Court

a. Kingston, NY 12401

c. Contact Person: Rita Wood, Deputy Commissioner

d. Telephone: 845-334-5194

e. Contract Date: 2005 to 2008; January 1, 2012 to Date

1. Overall Expertise and Organizational Strength

a. Overall

VMC has provided Management Science, Human Resource, and computer software products and services to more than 500 local governments and school districts over the past 46 years.

b. Children with Special Needs (Preschool)

The project descriptions in the foregoing summaries describe VMC's proven capabilities in connection with the management of and consulting for county transportation programs for preschool children with disabilities. During the past twenty years VMC has provided these services for seventeen New York State counties. The sizes of those counties' preschool transportation programs has ranged from 30 to 3000 children.

VMC's capabilities in connection with providing the services requested by the County can be demonstrated by the following:

- 18 New York State counties have used, and most currently use, transporter bid specifications created by VMC;
- 1 of 8 New York State counties are currently using VMC's TATIRRICS Cost Accounting Software in conjunction with the Transfinder Software. All 8 counites are utilizing the Transfinder Software.
- 17 New York State counties have saved in excess of a combined \$50 million in transportation costs;
- 0 New York State counties have unresolved serious incidents and/or complaints while VMC provides regulatory and contract compliance services;
- 0 claims have been filed against a New York State county while VMC provided regulatory and contract compliance services.

4. Demonstrated Ability to Work Effectively with Other Service and System Providers

During its 46 years of existence VMC has managed 18 New York State County preschool transportation programs—including currently managing or consulting for the preschool transportation programs for nine counties. Also, VMC has provided Transportation Consulting Services and/or transportation routing software and related training and support to more than 200 school districts in New York, New Jersey, Pennsylvania, Connecticut, and Rhode Island.

Within county preschool transportation management projects, VMC's ability to work effectively with multiple county departments is demonstrated by the process of creating bid specifications. VMC's staff works closely with several of the County's departments, including the purchasing and legal departments, in finalizing the bid specifications, participating in the pre-bid meeting, analyzing and evaluating the results of the bids, providing necessary material for the notification of successful bidders, and, as necessary, calculating the amount required for performance bonds.

VMC's ability to work horizontally across county departments can be demonstrated by its performance in Cattaraugus County for the period of twenty-three years, where it had coordinated transportation for the departments of Social Services, Health, Community Services, Department of Aging, Youth Bureau, and One-Stop. Also, VMC provides this service for the Cattaraugus Rehabilitation Center, Inc., and performs those services in a collaborative manner with the County.

5. Ability to Recruit and Retain Staff

VMC has retained its staff from many areas. As shown in the staff profiles in Section II below, especially pertinent is VMC's ability to recruit staff from the student transportation industry. Also shown in the staff profiles is the length of time past and present staff members have been with VMC.

Details concerning the manner in which VMC works on the development of its staff are set out in Appendix A.

6. Accuracy and Timeliness of Reporting

a. Organizational Structure: As shown on the Project Organizational Chart (see page 55), VMC has created a project structure in which all processes and procedures are backed up by VMC's Internal Consulting Group (ICG). In this way all reports of incidents, complaints, etc. are logged with assistance from the ICG so they can be reviewed and resolved by the Project Manager. This ensures that the reports of these matters provided to the County as part of VMC's monthly report are up-to-date and accurate.

Reports of field-site observations⁴ together with remedial action taken in the event violations are observed, are compiled by the Project Manager and included in VMC's monthly report to the County. The recommended remedial action is reviewed by the ICG, so as to ensure an accurated and complete recommendation is provided.

To ensure the timeliness of paperwork that must be processed by VMC each month, the initial processes like attendance tracking, invoice reconciliation, etc. might be assigned to VMC's Internal Consulting Group (ICG), who will process material such as attendance reports and invoices as soon as they are received from the transporters. These reports are then given to the Project Manager ("PM") for final review so they can be submitted to the County. If the assigned staff is backlogged, this approach allows the bulk of the paperwork to be processed in a consistent and timely manner by the ICG, and yet allows for a final inspection to

⁴ See Section III below, and the Field Inspection section in Appenedix A for a detailed outline of the field-site observation process

be done by the Project Manager. The result of this approach is a minimization of delays and inaccuracies.

- b. Software: Several reports generated from both VMC's TATIRRICS Software and the Transfinder software which include student information (produced as index cards and delivered at each summer and fall startup, and supplemented as new students enter the program), and "run books" (showing the runs each student is assigned to). These books can be delivered quarterly.
- c. County Access: If the County desires to have the information VMC reports more readily available, VMC will provide the County "look-up" access to the Rensselaer County databases.

7. Commitment to Staff Development

VMC is committed to ensuring its staff has the backgound and ability to provide the most professional services to its customers. In this regard, staff members are encouraged to attend seminars and training courses at VMC's expense. VMC's staff members have and/or will have attended courses in car seat/seatbelt training, 19A certification and recertification, school law, etc.

In addition, VMC maintains a library of professional material, including booklets, articles, and circulars from organizations such as the Pupil Transportation Safety Institute (PTSI), Matthew Bender/NexisLexis (school law), The NYS Vehicle and Traffic Law, VESID, Rulings of the Commissioner of Education, State Education Department on Preschool Special Ed., School Bus Info.com, whitebuffalopress.com, etc. Information bulletins are provided to VMC's staff members, and/or periodic staff case study meetings take place to orient the project managers and support staff regarding changes in the regulations and/or the application of these regulations in solving problems at one or more of VMC's county sites. Uniquely in that VMC has managed and or consulted with 18

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NYS Counties with Special Needs programs, numerous internal staff training programs are conducted that utilizes actual case studies.

8. HIPPA and FERPA Compliance

VMC is knowledgeable of, and is in all respects compliant with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), and the Federal Family Education Rights Privacy Act (FERPA), as those Acts relate to Protected Health Information ("PHI").

VMC has developed policies and procedures concerning PHI, the protection and security of such information with regard to internal availability and storage, and the electronic transmission of such data.

All VMC personnel are regularly cleared through the Medicaid exclusion databases, are trained in the requirements of the privacy of protected health information and VMC's policies and procedures with respect to same, and have executed a Confidentiality Agreement with respect to same. Prior to employment, all prospective new VMC employees are cleared through the exclusion databases, are trained in the PHI requirements, and execute the required Confidentiality Agreement.

VMC's Point of contact person is its HIPAA and FERPA Compliance Officer.

A copy of VMC's PHI Policy and Procedure is attached to this Proposal as Appendix E. Copies of the VMC staff PHI Confidentiality Agreements are available to the County on request.

In designing bid specifications for its customers, VMC includes HIPAA sand FERPA compliance requirements.

C. Monetary

Fiscal Viability

VMC's business viability can best be determined by its 55 years of continuous and solvent operations and the fact that it has conducted more than 500 Management Science consulting projects for municipalities and school districts in New York State. VMC's work has been spread throughout New York State, with more than eighty percent of its realized cost savings accomplished for clients south of Newburgh, NY. VMC's recent financial statement is shown on the following pages. These statements demonstrate VMC's fiscal reliability.

D. Readiness to Work Quickly

VMC has implemented all IT county preschool transportation management and consulting projects on time. This has been possible because VMC's primary mission is transportation management of preschool programs for New York State counties. VMC's entire staff specializes in this area, and can work interchangeably on any project. It is not uncommon for VMC to double and triple its staff for a single county if the need arises.

One very significant example was when VMC had to implement the Suffolk County preschool program. At that time the county had 3,000 children being transported. During the eleven years prior to VMC's involvement, the county had utilized one of the BOCES administrative units to handle this responsibility. V This relationship ended in an abrupt manner. VMC had to take over this responsibility without access to any previous transportation logistical information or data—and VMC had only 30 days in which to implement the program. This implementation was successfully complete. Further, considerable savings were generated.

In this case, VMC is currently the transportation Consultant for Rensselaer Counties Children with Special Needs Programs. Therefore, in that VMC is armed with a complete data base of student information, vehicle routes, experience with parents and transporters, and intimate knowledge of bid specifications and related policies, it is in an excellent position to implement the requirements of the RFP in an expedited and effective manner.

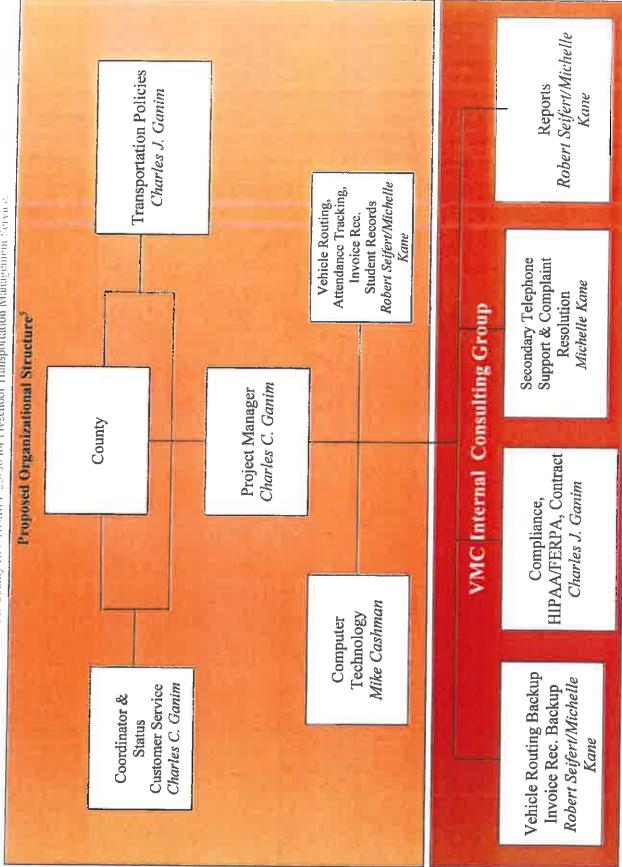
E. Key Project Personnel

1. Project Organization

The VMC staff members to be assigned to perform services in connection with the Rensselaer County project are identified on the following chart, titled, "Proposed Organizational Structure."

Brief profiles setting out the background and qualifications of these staff members are found following the Proposed Organizational Structure in this Section E (2) that follows.

Rensselaer County R13 rfe t.R47P-25-30 for Preschool Transportation Management Services. VMC Consultants, Inc. Proposal #RPP-23-30 in response to



⁵ Based on circumstances, appropriately trained personnel might be substituted. Such different personnel will be subject to the County's reasonable approval.

2. Profiles of Proposed Project Personnel

Transportation Policy Manager Charles J. Ganim, Ph.D.

Dr. Ganim balances forty-six years of private, public and educational sector experience with these extensive academic credentials.

His public sector experience includes consulting for more than three hundred public jurisdictions, In addition Dr. Ganim has consulted for 22 New York State counties. For each of these clients he has provided Transportation Management guidance, task specific software, management services, and procedure design and development for special needs students and for the adult (Medicaid) transportation programs three NY Counties, Dr. Ganim capacity was:

- Project Manager
- Designed the transportation standards
- Established the policies, and procedures.
- Negotiated reduced transportation prices with transporters in
- Established emergency transportation services at times when transporters strikes were threatened in.
- Worked with a consortium of municipalities and school districts to plan a unified inter-district transportation system for Special Education students.

For the 400 public jurisdictions and as the President of VMC Group, Inc., Dr. Ganim has either conducted or supervised public sector consulting projects that have included:

Negotiation of 700 labor contracts (125 Municipalities)

Highlights

Charles J Ganim

BS — Buffalo
University
(Industrial
Engineering)
MS — Buffalo
University
(Operations
Research)
Ph.D. — Buffalo
University
(Organizational
Communications)

Over 30 years of experience in planning, conducting and supervising transportation management programs and efficiency reviews

Brought in to consult with over 300 public jurisdictions in such areas Transportation Management (Coordination and Consolidation), Labor Negotiations, Management Development and Training and Staffing and Salaries

- 150 job classification and salary studies
- 3 Board Policy Manuals
- 3 executive searches
- 8 consolidation of services among jurisdictions study
- 3 data processing planning studies
- Management development/ training of 1200 people
- 75 efficiency studies

In the private sector, Dr. Ganim has been employed by or conducted major consulting projects for several years, which included a project for Westinghouse, Wurlitzer, Firestone Tire and Rubber, Spaulding Fibre, and the Niagara Frontier Services. These projects have included the streamlining of the accounting department, the expansion of its warehouse and distribution system, reduction of the time taken for construction projects, staffing and organizational studies, and leadership training of managers.

Project Manager Charles C. Ganim

Mr. Ganim earned his baccalaureate in Business and Engineering from Cornell University in 1986. From then until February of 1989 he was employed by NYNEX (New York Telephone) in the area of data network development. While there he assisted in the development of NYSERNET, a high-speed data network throughout New York State.

Most recently, Mr. Ganim participated in the implementation of the software modules that support VMC's TATIRRICS (the Attendance Tracking, and Cost Accounting modules), and has overseen the entry of data required for the integrated software to compare student attendance to information in the student database, to the transporters' run manifests, and contract price information. Mr. Ganim then utilizes the reports produced to reconcile the transporters' invoices, and provide the State and Medicaid reimbursement reports.

After joining the VMC Group in 1989, Mr. Ganim was assigned to the project management and implementation of specialized transportation products and to the institution of several key transportation projects. In this capacity he has had significant experience in supervisory management, and has demonstrated an ability to work well with transporters, municipal and school officials, program participants and jurisdictional supervisory staff. Mr. Ganim has been trained in the use and maintenance of several transportation software packages, and the support of the VMC clients who employ these products. In connection with the foregoing, he has made extensive use of his experience with Novell, UNIX, (AIX), and LANtastic.

Highlights

Charles C. Ganim

BS — Cornell University (Business and Engineering).

While employed by NYNEX, he assisted in the development of NYSERNET, a high-speed data network throughout New York State.

Experience in the use of Novell, UNIX. (AIX), and LANtastic.

Has provided localized and customized training in transportation Mr. Ganim left VMC for a period of time. During that three-year period from 2004 through early 2007 Mr. Ganim served as Transportation Supervisor, specializing in the transportation of children with disabilities, for the Elizabeth Township School District (New Jersey). In that position, Mr. Ganim used all of the skills he developed at the VMC Group in connection with the operation and maintenance of transportation software and student databases, supervision of drivers and monitors, and compliance with legal requirements.

Mr. Ganim then returned to VMC as a senior member of management, and has been deeply involved with the implementation of several of the county Preschool Transportation Management Systems.

In connection with the forgoing it is quite clear that Mr. Ganim brings a rare combination of theoretical and practical experience to a major transportation project, since a part of his duties have required that he work closely with individual clients, frequently visiting their respective sites to assess their data needs and concerns, and to provide localized and customized training in transportation oversight and in the use of the various software products utilized by VMC.



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VMC researched the requirements for city transit vehicles, and wrote the bid specifications.

Further, VMC has researched and drafted an agreement between the County and the Cattaraugus Rehabilitation Center, Inc. (the "Partnership") whereby the Rehabilitation Center's 5310 vehicles are being utilized through VMC's routing and interagency invoicing system. VMC also presented the New York State Department of Transportation (DOT) with research that caused the DOT to permit preschool children to be transported on the 5310 vehicles.

G. Key individuals who participate in this contract:

VMC staff members who regularly perform work for Cattaraugus County are:

- Charles C. Ganim, Project Manager, Customer Relations, Invoice Reconciliation, Field Inspections
- 2. Christy Covert, Transportation Specialist, Data Entry, Trip Assignment, Invoice Approval, Customer Relations
- 3. Copeland Data Services, Computer Technologist
- 4. Peggy Poole, Legal, Program Analysis, Compliance Officer

Section III Table of Contents

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VMC Consultants. His 100 - RTP E 1 to 7250005e to Rensselate County RFP NO.RFP-23-30 for Presented Transportation Management Services

Section III Detailed Response

A. Management Summary

As shown on the following chart, VMC's management and operational philosophy for its county transportation management projects is that of a Project Manager who has overall responsibility. The Project Manager will elicit assistance from VMC's Corporate Office Internal Consulting Group ("ICG"), as required.

The responsibilities of the Project Manager, and the responsibilities of the members of the ICG are described in Section 1 of Appendix A. VMC's Operational Control is described in Section 2 of Appendix A.

The methodology VMC will utilize to fulfill the Contractor's Responsibilities described in the County's RFP is described in the following pages, and is correlated to the Project Management structure shown in the chart in Section II D (1) ("Project Organization") of this Proposal.

Internal Consulting Group Reynold Mauro Routing, Student Records Policy Formulation, Bid. Attendance, Invoice Rec. Technology & Support Spec., Complaint Res Charles J. Ganim Consultant (Program Michael Cashman Charles J. Ganim Legal. Michelle Kane Robert Seifert Efficiency) Transportation Support Rensselaer County RFP NO.RFP-23-30 for Preschool Transportation Management Services Charles C. Ganim Manager VMC Consultants, Inc. Proposal #RPP-23-30 in response to Charles J. Ganim, Ph.D. Call Center & Operations VMC Consultants, Inc. Field Inspections Thelma Chase Charles C. Ganim President Manager Project Manager Project Manager Project Manager Christy Covert Michelle Kane Diane Crimi Swaintek & Kling Michael Cashman Accountants Technology

VMC Consultants, Inc. Corporate Organization Chart

B. Service Design—Tasks and Narrative of How Process is Accomplished

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Introduction

The Transportation Management Service (TMS), as provided by VMC, is designed to ensure quality transportation for preschool children with special needs is provided at minimum cost.

The content of this Section distinguishes between VMC's basic services that are included in our price, and optional services that are at an additional price.

In that quality transportation is the first priority, and because there are limitations imposed as a consequence of the delicate nature of the passengers, the ability to implement efficient transportation becomes a large challenge. However, VMC's methodology, which is described in this section, has successfully achieved the balance of quality and efficient transportation.

The foundation that supports this methodology is the transporter bid specification. The manner in which this bid specification is formulated becomes the basis for transporter compliance, as well as the strategy for efficiency. In addition, procedures that provide detailed instructions for the transporters can be developed by using the bid specification as the source.

The methodology is divided into the following initiatives:

- a. Compliance—The tasks of the bid specification, driver certification, vehicle inspections, incident/complaint resolution, contract compliance, and quality control meetings will be described for this initiative.
- b. Customer Service—The tasks of Point of Contact for the entire program, and incident/complaint resolution will be described for this initiative.

- c. Efficiency—Transportation costs can be controlled and reduced by minimizing the number of vehicles that are used by the transporters to transport the required number of passengers. In order to minimize the number of vehicles, it is necessary to transport as many passengers as possible on each vehicle. In order to achieve this goal, the optimal street/road path of the vehicles is determined by utilizing vehicle routing software. VMC utilizes Transfinder in combination its own proprietary () software that has been designed for overseeing the transportation of New York State children. The more specific methodology for efficiency is described in the Software Routing section.
- d. Audit and Reconciliation of Transporter Invoices—The tasks of recording, capturing, and/or filing the Driver Attendance Logs, bus logs, and the utilization of these records to reconcile the transporters' invoices, will be described for this initiative. This process will include reviewing (required) or capturing (optional), the appropriate number of days of service for Medicaid reporting purposes.
- e. Reporting—There are various types of reports that show visibility and the effectiveness of the methodology. There is a distinction between required and optional services for the described methodology. Over and above the required services, VMC has recommended certain optional services. However, if the County believes certain optional services should be eliminated or postponed, VMC is open to these suggestions.

1. Communication Log

a. Compliance—A software called the "Communication Log" is a module of VMC's customized software. This software generates the activity by type (i.e. accidents, incident, cost initiative, etc.), and has a reminder feature to ensure appropriate follow up. Various summary reports can be generated that show the type of activity, and the resolution/result of each activity. The Trans finder vehicle routing software has a student data module that shows each passenger's pertinent information necessary for appropriate transportation. Parents' questions can be more readily answered because this database is available to VMC's staff. Program revisions are also reflected in this database. This database works in conjunction with VMC's customized Point of Contact Software software (i.e. The Communication Log)

b. Customer Service—The Communication Log software shows the daily telephone activity, and the types of concerns reported by parents, programs, and the County. Resolution of each issue is shown, and summary reports can be generated.

Required Services – Detailed Descriptions

1. Bid Specifications:

a. Preliminary Computerized Routing Analysis -Required Project Staff Member Responsible: Charles C. Ganim

The initial step in the formulation of the bid specification is to develop a logistical foundation by establishing a vehicles routing strategy. This routing strategy (computerized simulation) is intended to ensure that a transporter can determine the amount of resources (i.e. vehicles) that would be required to be committed to a project. The more accurately the transporter can determine these resources, the greater the chance that the transporter will be motivated to bid, and that the transporter's prices will not need to have a built in "cost contingency". In summary, the more accurately the number of vehicles can be predicted, the greater the chance the County will have (1) more transporters bidding (i.e. competition), and (2) more moderate prices.

VMC's logistical decision process can be done in either of two ways:

- Traditional Method: This is an intuitive (manual) method, whereby the Consultant
 considers the vehicles presently being used, and the location of the program
 providers (i.e. destination points), and learns through interviews the projected
 change in passenger population. Through this process, the transporter intuitively
 estimates the number of vehicles that might be required over time, and the overall
 logistical plan.
- 2. Computerized Routing Analysis: This method requires the utilization of transportation routing software, so that suggested changes in program session times (bell times), maximum length of vehicle runs (in minutes), unit of transporter payment (per-passenger, per trip, per round trip, per mile, etc.) and the number and type of vehicles required can be more accurately determined. This requires the utilization of the actual passengers, and perform a number of simulated route scenarios that can then be formed and consolidated. With a vehicle count for certain sets of circumstances and by category of route for each cneter based program (e.g. 2-hour route, 3-hour route, etc.), the criteria for bid specifications can be established. Further, the transporter will have a better understanding of the resources required. Then the County's Purchasing Department can use a more informative bid specification. For example, the "weighted average" method can be used to determine which transporter should be awarded the bid.

An example of each method is:

Traditional Method (Average)

	Transporter I	Transporter II
Route A	\$100	\$75
Route B	\$60	\$75
	$160 \div 2 = 80$	$150 \div 2 = 75$

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Using the Traditional Method Transporter II would be awarded the contract.

Route Analysis Method (Weighted Average)

# of Routes	Route	Transporter I	Transporter II
1	A	\$100	\$75
5	В	\$60	\$75
		$$400 \div 6 = 66.70	$$450 \div 6 = 75.00

Using the Route Analysis Method Transporter, I would be awarded the contract

As can be seen, if the Traditional Method were used, the contract would be awarded to Transporter II. The Route Analysis Method shows that bid from Transporter II is actually lower, and therefore less expensive to the County.

b. Preparation of Transporter Bid Specifications (Section without Routes)-Required Project Staff Member Responsible: Charles C. Ganim

Upon completion of the Appendix/Addendum that required the preliminary routing analysis, VMC can then create the transportation parameters that will be used in the body of the bid specifications.

Simultaneously with the preliminary routing analysis, VMC reviews the various documents relating to the transportation of the preschool children. This documentation includes written statements of program policies, complaint logs, correspondence with the transporters and provider schools, etc. In addition, VMC interviews administrative staff members responsible for preschool transportation, to establish transportation tolerances, quality concerns, apparent unmet needs, local regulatory and geographic barriers, and other matters to be considered for inclusion in the preliminary draft of the bid specifications. Finally, interviews with the County's current transportation providers are conducted in order to gather information as to operational considerations and concerns from the vendors' point of view.

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Based on this information and the results of the preliminary routing analysis (unit of payment), the body (content) of the bid specifications is prepared. In addition, VMC constructs the "bid sheets" and instructions for the bidders. When approved by the County, these "bid sheets" and instructions become an addendum to the bid specifications.

c. Solicitation/Recruitment of Transporters - Required Project Staff Member Responsible: Charles C. Ganim

When the bid specifications document has been approved by the County, VMC will contact transporters within and outside the County. In connection with this, VMC will provide general information that would allow transporters to visualize the complexity of the work, and respond to conceptual questions relative to the generic bid specifications. VMC will also provide local economic data to encourage transporters to open a facility in the County

d. Question & Answer (Q & A) Period - Required Project Staff Member Responsible: Charles C. Ganim

At the time the proposed bid specifications are finalized and approved, dates for telephone/email inquiries, and for the submission of bids (bid opening) will be determined. Based on the transporters questions, subject to the County's approval, VMC would draft and distribute amendments to the bid specifications to the potential bidders.

e. Lowest Bidder Evaluation and Determination-Required Project Staff Members Responsible: Charles C. Ganim

Once the bids are returned and opened, VMC will review all bids, consider "exceptions" made, review the bidder qualifications (including checks on work and financial references, performance bond, and whether vehicles, drivers and monitors are available and meet State and County requirements), and compare the prices bid in the context of

the routing design (weighted average), in order to evaluate the lowest priced bid with respect to each proposal that was offered.

Thereafter, VMC will provide the applicable County staff with a written report of the lowest qualified bidder by bidding area. The report to the County will be in a form similar to that shown below with respect to each bidding area.

County Preschool Transportation Bid Center Based Program A Traditional Low Bid Analysis

Zone 1				
Bidder	Price Vehic		Price/ Aide	otal Bid rice/Day
Transporter 1	\$ 115	5.00 \$	41.48	\$ 156.48
Transporter 2	\$ 148	.90 \$	58.50	\$ 207.40
Transporter 3	\$ 148	.00 \$	58.50	\$ 206.50
Transporter 4	\$ 157	7.75 \$	55.75	\$ 213.50
Transporter 5	\$ 143	.63 \$	49.63	\$ 193.26
	\$			
Low Bid				
Transporter 1	\$ 115	.00 \$	41.48	\$ 156.48

f. Transportation Cost Projection after Bid Awards - Required

Once the Low Bid Determinations are completed and bid awards will be issued by the County, VMC will then project the transportation cost for the first contract year of transportation services based on presumptions made about the number of days the vehicles will run.

2. Prepare initial routes* based on general bid specifications and transportation requirements

*Note: Initial Routes are created for both Summer and Fall Sessions
Project Staff Member(s) Responsible: Michelle Kane

Concurrently with the commencement of the proposed project, VMC will begin the collection of the current data necessary for initializing the Trans Finder routing software

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(a description of this software is attached as Appendix B to this Proposal). This process will continue up to and through the time the software begins its "live" operation. The data to be gathered includes geographic information, including paper maps, GIS information, and student data of the County and its immediately surrounding areas. To the extent possible, specific street information will also be gathered. As this data is collected, the geographic portions will be entered into the software's tables, and correlated to the geocode (the electronic map). To the extent that an electronic student data file is not available, the student information will be data entered into the software's Student Database.

Further initializing occurs with the addition of the sites of the program providers (destination points), student pickup points, and program bell times.

With this data in place, the transportation corridors or zones (geographic boundaries) embedded into the router's computer screen. The transportation corridors that contain logically compatible programs, become the basis for creating efficient routes (i.e. fewer vehicles).

3. Mid-Year Vehicle Routing to Review and restructure routes in order to attain the most efficient routing patterns - Required

Project Staff Members Responsible: Charles C. Ganim/Michelle Kane

Mid-way through each Fall Session, VMC will utilize the Transfinder software to globally review of all trips required for transporting the student population to their assigned programs. This complete review, in some cases, will necessitate a "restructuring" of one or more program's routes to improve their overall efficiency.

¹ The "street information" includes data concerning speed limits, one way streets, hazardous streets, etc., and any other information that would be useful in establishing vehicle paths.

This mid-year routing review, and possible re-structuring of some routes, is in addition to standard on-going routing.

(Note: A global review of routes can highlight possible inefficiencies in routes that may not be evident when making individualized changes to routes when performing on-going routing.)

4. Provide Continuous Routing Service - Required Project Staff Member Responsible: Michelle Kane

Both before and after each school session opening, VMC will communicate with the County to review the flow of student paperwork so that the initial student information and changes (additions, deletions, address changes, etc.) will be provided in a manner that ensures the quickest reaction to changes in transportation needs. This means that, on an ongoing basis, the transporters' trips and routes can be modified in a timely manner. This is the basis of VMC's ongoing routing service.

5. Student Data Maintenance (Computer Screen)- Required Project Staff Member Responsible: Michelle Kane

In connection with this, VMC will work with the County and Center Based Programs (CBP) to ensure prompt receipt of information concerning all children prior to each startup (fall and summer sessions), and timely notice of approved changes in each passenger's information packet. VMC will ensure that the transporters receive the pertinent information in enough time to start each passenger's transportation on the required date.

Once Start-Up is completed, VMC will be the "clearinghouse" of transportation information concerning children who participate in the County's Preschool Program. For the purpose of this paragraph, "clearinghouse" shall mean that the County or the program

providers will provide passenger information to VMC (not to the transporter(s)), and VMC will provide the passenger information to the transporter(s) and others that have been authorized by the County to distribute.

6. Attendance Tracking (Basic) - Required

Project Staff Member Responsible: Robert Seifert

The Reservoir

Review monthly attendance records to ensure compliance with New York State reporting requirements.

VMC's basic scope of service is to ensure the transporters' attendance record keeping as it pertains to the children being transported, is appropriately recorded on the Driver Attendance Log. VMC will review these Logs, and ensure they are each completely filled out. VMC will perform a "face review" of the Logs but cannot attest to the accuracy of the attendance.

7. Attendance Tracking (Enhanced) - Required

Project Staff Member Responsible: Robert Seifert

Track "patterns" of consecutive "Absences/No shows" and report to the County on these "patterns" for further investigation.

In conjunction with tracking these "patterns", ensure charges are not incurred when students are absent with required notification given and identify unauthorized passenger's routes.

- It is intended that the program be made aware of persistent absences of children scheduled for transportation, so that the continuance of such children in the Program may be verified, and if appropriate, routes redesigned to ensure cost efficiencies.
- VMC will summarize the 5/10/15 day reports provided by the transporters so as to alert the County of extended consecutive absences. This is so that the County

Monas state:

and/or school can issue orders to stop transportation if and as appropriate.

8. Invoice reconciliation (Basic) - Required

Review monthly services to ensure current numbers of vehicles are being billed and contractual provisions are being met.

By reconciling the transporters invoices each month, VMC is able to maintain cost controls by ensuring that the transporters only receive payment for: the runs and routes that were pre-approved by VMC

9. Invoice reconciliation (Enhanced)- Required

Project Staff Member Responsible: Robert Seifert

Determine "Vehicle Days of Service" each month based on cross-checking against Program Calendars and weather-related/other program cancellation information throughout the year

This enhanced service ensures that the transporter's invoice packages includes the accurate number of days each vehicle transported children in a given month. This is called the "vehicle days of service" (VDOS). Upon VMC's receipt of a transporter's invoice, the VDOS is compared to the Driver's Attendance Logs. This reconciliation process not only ensures the accuracy and completeness of the invoice, but it is able to identify the "low occupancy vehicles" that, because of student absences, did not actually operate on a given day(s).

By providing the enhanced Invoice Reconciliation service, VMC is able to further maintain cost controls by ensuring that the transporters only receive payment for Vehicle use during days on which that vehicle was required

10. Additional Transportation Consulting Services

Any unforeseen consulting services that the County may deem necessary in the future. (see Optional Services below)

Optional Services - Detailed Descriptions

Attendance Tracking (Premium) - Optional

The attendance driver logs are reviewed and could potentially be entered into a software spreadsheet that would allow this data to be integrated into VMC's optional invoice Reconciliation and Reimbursement Calculations software module (TATIRRICS)*. A monthly student attendance grid is then generated.

*NOTE: TATIRRICS is an acronym for Transportation Attendance Tracking and Invoice Reconciliation & Indices Calculation Service

Medicaid Review - Optional

A review of the Driver Attendance Log (optional) in accordance with Medicaid requirements can be provided.

Generate Transporter Invoice and reconciliation - Optional

If the driver attendance logs are entered into the Invoice Reconciliation and Reimbursement Calculation module (TATIRRICS) thru the Attendance Tracking Spreadsheet, the transporters monthly invoice would be calculated by VMC and onto the County's voucher form. As part of this process VMC would supply a copy of the computer generated invoice to the transporters for their review and negotiations with VMC.

In addition to the automatic generation of the transporter invoice the:

- 1) Cost per day per route is in accordance with the transporter(s) contract
- 2) Insure that each route component runs are linked and only to one route
- 3) Categorize vehicles by type, tier, zone, and frequency
- 4) Create spreadsheet that shows route changes during the month
- 5) Generate cost per route in various formats

VMC Consultants. The Probability of English response to Rousselaer County RFP (NO.RFP-23-3)) for Preschool fromsportation Management Services

Student Reimbursement Calculation for Pre-School - Optional

Using VMC's TATIRRICS software, transportation costs will be allocated among preschool students by spreading the cost-per-day of vehicle service and by stripping out the El costs as required. This includes:

- a) Identify and separate pre-school and EI students
- b) Generate a report of the daily reimbursement rate for preschool students

Performance Report - Optional

A comparison is shown between a current year and previous years. In that certain variables, such as student cost change from year to year, which would show, on the surface, a performance improvement (i.e. fewer vehicles), VMC can generate a report that "strips out" unrelated data. For example, this would result in a report that shows the true savings between 2015-2016 and 2016-2017 was \$550,882, or a reduction from \$46.34 to \$20.39 in the cost-per-student-per-day. Appendix C shows the types of reports VMC can generate. Reports shown in Appendix C, are illustrations of report formats that might serve as a guide in estimating future cost savings.

Full Point of Contact Service - Optional: Project Staff Member Responsible: Charles C. Ganim

In providing this service VMC will become County's agent in connection with all normal communications between and among the school, the transporters and the parents with respect to all transportation related matters. VMC will receive all telephone calls from parents and schools related to schedule and location changes. VMC will receive all transportation related questions and complaints made by or concerning the transporters, transportation service, and parents. VMC will investigate the complaints (or incidents), resolve differences, if possible, and report the incidents and resolutions to the Department. As an optional service, in connection with this, VMC would log the more serious calls concerning incidents reported, and would file correspondence according to the topic. This optional "logging" is done in the "Communications Log" module of VMC's software.

All serious incidents will be immediately brought to the attention of the appropriate County staff, and followed up with detailed reports of the findings of VMC's investigation of the incident (if the Communications Log option is selected by the County, these incidents would be entered into the Communications Log, and would be summarized again in VMC's quarterly reports to the County).

VMC has created a procedure to be followed if a vehicle accident occurs at a time when any of the program's children are on board. This procedure involves ongoing contact between VMC, the transporter, the parents and the County. VMC will remain a central source for information concerning the accident.

It should be specifically noted that the VMC staff is trained to respond to all calls in a professional manner, and to take action in accordance with New York State laws and regulations. VMC's staff is regularly schooled in the County's procedures, practices and preferences.

Partial Point of Contact -Optional

The customer is responsible for receiving all calls from Patents, Transporters, Programs, etc. If certain situations required VMC's assistance and coordination, the County would have VMC resolve those issues.

Contract Compliance - Optional

Project Staff Member Responsible: Charles C. Ganim

On an ongoing basis, VMC monitors the transporters activities in relation to the terms of their contract(s) with the County. The object of this is to ensure that the transporters make every effort to comply with all of the requirements of the transporter bid specifications, and to gain an understanding of the problem if, in a given instance, compliance is impossible. This service includes advising the County's transporters of

contract requirements (both on request and in VMC immoves and in remaining approximate outsides for non-compliance.

Supposition Case 6

Status Reports - Optional

Project Staff Member Responsible: Charles C. Ganim

At least once every three months, VMC will report the status of the transportation elements to the County. These reports will detail, on an "on-occurrence" basis, among other things, observations made during field-site inspections, results of incident/complaint resolution, matters discussed in Quality Control Meetings with the schools, routing issues as they relate to costs, observations of out-of-control cost items, and remedies undertaken in the event that a transporter failed to comply with contractual requirements².

Quality Control

a. Vehicle Inspections/Field Inspections - Optional

Project Staff Members Responsible: Thelma Chase

During the course of each year, vehicle inspections are performed at randomly selected schools and/or transporter sites. The selection of the date and site of the inspection will be selected on a random sample basis. In addition, the site-section process will be set up to ensure that a representative number of sites are subject to inspection during each school year.

This task includes:

At the transporters' yards, evidence that vehicles servicing the program comply
with the applicable requirements of the New York State Department of Motor
Vehicles, New York State Department of Transportation and the Vehicle and

² Including "remedies" in the quarterly report is for reference purposes, because the remedial actions would have been taken—with the County's knowledge and approval—as soon as possible after the "non-compliance."

Traffic Laws of the State of New York. In this regard these audits look to determine that the vehicles have been properly registered and inspected, and that these requirements are up to date.

- At the transporters' yards, evidence that drivers are properly licensed for the type
 of vehicle being driven, and are in compliance with New York State Department
 of Motor Vehicle and Department of Education "19A" requirements, including
 annual physicals, drug and alcohol testing, background checks (including the
 State Child Abuse), annual driving record review, annual behind-the-wheel
 driving test, and annual defensive driving (with children on board) evaluation.
- At the transporters' yards, evidence that monitors have been drug and alcohol tested annually and has had background checks (including the State Child Abuse).
- At the transporters' yards or school-sites, that the vehicles have suitable restraints
 for the passengers to be transported, and that car seats are properly installed,
 clean, and still approved for use.
- At the transporters' yards or school-sites, that the vehicles are carrying all safety
 equipment required for the type of vehicle and service provided and as specified
 in the County's contract(s) with the transporters.
- At the transporters' yards, evidence in vehicle DOT files that no re-grooved or recapped tires are on the vehicles.
- At the transporters' yards or school-sites, that an appropriate means of communication with the transporters' dispatch offices are present on each vehicle.
- At school-sites, that the drivers and/or monitors actively assist the children on and off the vehicles;

- At school-sites, those child safety restraints meet State guidelines and that the drivers and monitors know how to secure the children in their required restraints (and the children *are* being properly secured).
- At the school-site, that the drivers and monitors refrain from eating or smoking on the vehicles.
- At the school-site, that before leaving his or her seat the driver has turned off the
 motor, set the transmission in park, set the auxiliary brake, and removed the
 keys³.
- At the transporter's yards or school-sites, that map books of Ulster and adjacent counties, route sheets with passenger names, addresses, phone numbers and emergency phone numbers, appropriate forms for noting whether scheduled passengers have been present on the run (such forms are to have places for notating the time each child enters/departs the vehicle, and the address at which each child is picked up/dropped of each day), and "left/right sheets" with specific route locations and times from first pick-up to the last scheduled drop-off are carried on each vehicle.
- At school-sites, whether the drivers and monitors appear to be in control of their vehicles and whether they appear to be resolving violations of good conduct and improper behavior on the part of the passengers without the use of force or fear.
- All VMC staff members who provide these services ("safety technicians") are specifically trained to look for these and other quality of service matters. At times and as may be appropriate, the safety technician will conduct a "follow-along" inspection to determine whether a specific vehicle is being operated in accordance

³ The exception to this rule is that with respect to wheelchair vehicles the motor must be left running so that the ramp can be operated.

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Rensselaer County RFP NOARFP-23- by the Presoncol (cansportation Management)

with all safety regulations, and whether the scheduled "routing" is being adhered to.

The field inspection Service can be performed on a regular (weekly) or biweekly basis (annual continuous audit) (full) or semi – annually(partial). Either service can be selected

Driver Certification Review - Optional Project Staff Member Responsible: Michelle Kane

This process is designed to ensure, on a random sampling basis, that the Drivers and Monitors are in compliance with the State and Program requirements. "Certification" includes, but is not limited to:

- Mandatory drug testing;
- Criminal record searches:
- DMV abstracts (applicable only to Drivers);
- Clearance through the State Child Abuse Registry;
- Driver behind-the-wheel training;
- Other 19A requirements.

In connection with this procedure, standards for drivers and Monitors would be included as a section in the transportation bid specifications. The transporters are required by State regulation to maintain an up-to-date file (including personnel information) for each Driver and Monitor that shows compliance with these requirements. The bid specifications would require that these files are to be made available for inspection by VMC, and that a copy of compliance documentation is to be provided on request⁴. Over the course of each school year, VMC will randomly inspect⁵ these transporter records at the transporter's location. VMC's findings, including, but not limited to, information concerning expired or missing certifications, will be included in VMC's quarterly reports

⁵ At each scheduled transporter-site inspection, VMC will randomly select a proportional number of Driver and Monitor records to inspect.

⁴ The transporters will be required to provide VMC with the names of each Driver and Monitor assigned to transport the County's Preschool children at the start of the summer and fall sessions, and as new drivers and/or monitors (including spares) are hired and/or assigned to transport Preschool children.

VMC Consultants, Inc. (horosal #REP-13-30 in response to Rensselaer County RFP NO.RFP-23-36 for Presenced Fransportation Management Services

to the County⁶.

VMC has developed policies and procedures concerning PHI, the protection and security of such information with regard to internal availability and storage, and the electronic transmission of such data.

All VMC personnel are regularly cleared through the Medicaid exclusion databases, are trained in the requirements of the privacy of protected health information and VMC's policies and procedures with respect to same, and have executed a Confidentiality Agreement with respect to same. Prior to employment, all prospective new VMC employees are cleared through the exclusion databases, are trained in the PHI requirements, and execute the required Confidentiality Agreement.

Quality Control Meetings - Optional
Project Staff Member Responsible: Charles C. Ganim

VMC will periodically meet with the staff of the schools that are attended by the County's children. The meetings will be designed to encourage an on-going working relationship between VMC and the schools so that "concerns" are resolved (or answered) before becoming "problems." The meetings will also be designed to elicit suggestions from the school staff concerning means by which the children's transportation can be improved.

In implementing this procedure, VMC will contact the school and schedule meetings. Also, VMC will be prepared to meet at any time when a school requests such a meeting to resolve an issue or complaint, and it is VMC's policy to initiate such a meeting if the school does not.

⁶ If, during its inspection VMC finds that a Driver or Monitor is missing required "certification(s)" VMC will inspect all of the transporter's applicable records and immediately report its findings to the County. In addition, the Driver or Monitor would be removed from the program until the certification is made current.

Associated Associated

If there is a pre-bid conference, it will be attended by representatives of the County and by VMC (optional). At the pre-bid conference, the County or VMC will be able to respond to (or make notes concerning) vendors' questions concerning the content of the bid specifications. If VMC attends the pre-bid conference, VMC would answer questions from potential bidders in writing. VMC would adhere to the Purchasing Department's policy and regulations in its conduct of this matter.

Other Qualifications

HIPAA and FERPA Compliance

Project Staff Member Responsible: Charles J. Ganim

VMC is knowledgeable of, and is in all respects compliant with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), and the Federal Family Education Rights Privacy Act (FERPA), as those Acts relate to Protected Health Information ("PHI").

$VMC \equiv obsettants, Inc.\ Proposal = RFP-23-30, in response to Renssenaer County, RFP NO/RFP-23-30 for Transportation Consulting Services$

Section IV Proposed VMC Fee

1. Fee Structure

VMC's Fee structure¹ as shown in the RFP (pages 8 and 9) is \$166,500/yr. (items 1-10). Note: This figure includes spreading the Bid specification services over a five-year period.

1.	Bi	d Specifications (per occurrence)	
	a.	Preliminary computerized routing analysis for Bid Specifications	.\$13,500
	Ъ.	Prepare general transportation bid specifications without routes	. \$6,750
	c.	Solicitation/Recruitment of Transporters prior to Bid	\$7,500
	d.	Administer Question and Answer (Q & A) Period prior to	
		Bid Submission	\$5,000
	e.	Lowest Bidder Evaluation and Determination	\$3,000
	f.	Transportation Cost Projection after Bid Awards	\$3,000
		Sub-total (Bid Specifications: Items 1a thru 1f)	\$38,750
		divided by	y: 5 yrs.
			\$7,750/yr. ²
2.	Pre	epare initial routes based on general bid specifications and transportation	n
	req	uirements	\$58,000 ³
3.	Pro	ovide mid-year routing service to review and restructure routes	
	in (order to attain the most efficient routing pattern	\$27,000
4.	Pro	ovide continuous routing service	\$27,000
5.	Stu	dent Data Maintenance (Computer Screen):	
	a.	Maintain Current Student Records	
	b.	Provide Reports to County as needed	.\$13,500
6.	Att	endance Tracking (Basic) - review monthly attendance records to ensu	ıre
	cor	npliance with state reporting requirements	\$6,750
7.	Att	endance Tracking (Enhanced) -	
	Tra	ck "patterns" of consecutive "Absences/No shows" and report to the	
	Cor	unty on these "patterns" for further investigation	
	In (Conjunction with tracking these "patterns", ensure charges are not	

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	TOTAL (All Items)	166,500/yr. ⁴
	Sub-total (Items 2 thru 10)	\$158,750/yr.
10.	Other Consulting Services (if necessary)	\$250/hr.
	Year	\$6,500
	Weather-related/other program cancellation information throughout the	
	Each month based on cross-checking against Program Calendars and	
9.	Invoice Reconciliation (Enhanced) - Determine "Vehicle Days of Servi	ce"
	being met	\$13,500
	Numbers of vehicles are being billed and contractual provisions are	
8.	Invoice reconciliation (Basic) - review monthly services to ensure curre	ent
	identify unauthorized passenger's routes	\$6,500
	incurred when students are absent with required notification given and	

Terms and Conditions:

- VMC attests to the fact that it does not own or operate any vehicles and is not in the transportation service field. VMC is strictly a consultant and does not have a conflict Of interest in providing the required services.
- If the County terminates the contract with VMC prior to the full five (5) year term, the balance of the Bid Specifications Formulation fee would be due upon the termination date of the contract.
- This fee includes initial routing for both Fall and Summer Program Sessions
- A Cost of Living Adjustment will be applied for each Contract year subsequent to the First Contract Year, and in the amount equal to the Fee paid in the immediately preceding year, increased by the lesser of three percent (3%) or the annual increase in the CPI for the immediately preceding year (based on the Bureau of Labor Statistics, Northeast Region, all Items, All Urban Consumers)

Table of Contents for Appendix

- Disclaimer Software
- Appendix A Transfinder Software Description
- Appendix B VMC TATIRRICS Software Description
- Appendix C Certificate of Compliance

Software Disclaimer

The description of the Transfinder and VMC TATTIRICS Software in Appendix A & B includes a wide variety of features that encompasses the needs of all 18 NYS Counties that have been serviced by VMC. Many of the features are not included in this proposal. Only certain features apply to this proposal such as the Routing feature. Therefore, the exact description in Appendix A & B should not be construed to represent the exact services being provided to Rensselaer County by VMC.

Appendix A

Trans Finder Software Description

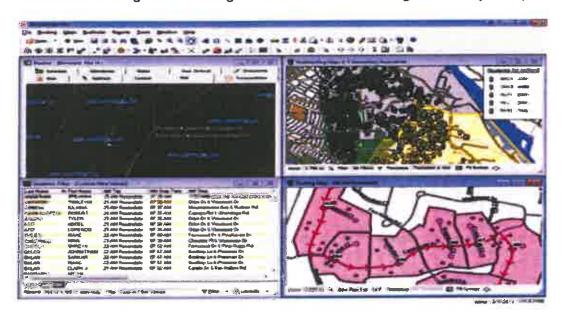
Routefinder Pro is one of the most intuitive methodologies for transportation routing, scheduling, and planning for school transportation management and attendance zone planning.:

- Easily manage bus routes, students and drivers;
- Analyze bus routes and pickup sites, and quickly adjust to changes;
- Create and analyze "what if" scenarios to continually improve service and lower operating costs;
- Seamlessly integrate with district-wide student information systems;
- Increase efficiencies, enhance services, and reduce costs.

Optimize Your Trips - Sequence Optimization

You can select a geographic area or an entire trip to automatically modify stop sequences based on time or distance. You also can generate two alternative ways to run a trip, either by fastest time or shortest distance, to determine which option is best. In addition, you can select any number of approved stops, or any map points, including students' pick up and drop off locations, in a geographic area to create a new trip and automatically sequence it based on optimal time or distance.

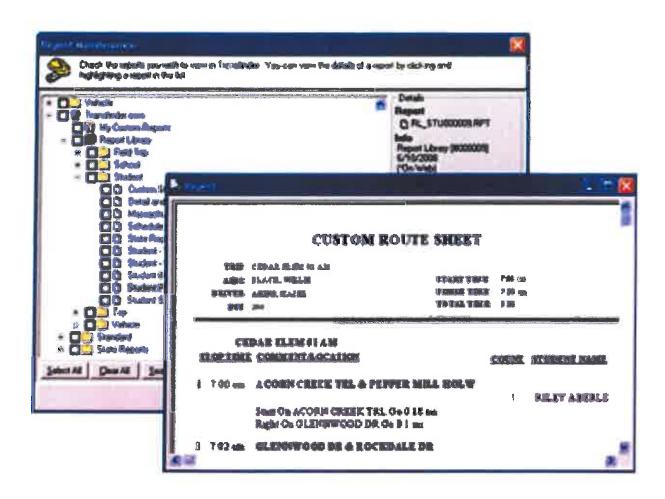
Incremental savings in travel time or distance in a selected geographic area yields efficiencies and significant savings over time without causing community disruption.



Report Library

You can now access a comprehensive Report Library which contains a wide variety of customized reports created by our Support Team at Transfinder. You can preview them and download a selected template into your system and your data will automatically populate the report.

Standard Reports and State Reports house a complement of reports that meet common or state-specific requirements. Reports designed specifically for your district are stored in a personalized My Custom Reports.



The Report Library gives you access to a comprehensive library of custom reports. Preview and download a template for your use and your data will automatically populate the report.

APPENDIX B

Transportation Attendance Tracking & Invoice Reconciliation & Reimbursement Indices Calculation Service

(TATIRRICS) Transportation Cost Accounting

The goal of transportation cost accounting is to determine the amount that should be paid to a transporter for a given period of time; to allocate/assign the costs to the passengers (students) for reimbursement purposes; and to provide a transportation system that can report on transportation cost trends.

This service is divided into four (4) parts:

- 1. Attendance Tracking
- 2. Invoice Generation and Reconciliation
- 3. Student Cost Determination for Performance Reasons and EI Reimbursement
- 4. Student Cost Determination for Preschool Reimbursement

1. Attendance Tracking

The Vendor will record and verify whether each individual student was transported to and/or from a center-based school. The student's attendance on a specific vehicle (route or run) is to be electronically recorded and stored along with original manual attendance sheets prepared by the drivers.

In connection with this, the Vendor will:

- a. Ensure that there is a manual attendance sheets prepared by the drivers for each vehicle run that provided service;
- b. Ensure that the manual attendance sheets match the vehicle rosters;
- c. Ensure that that the manual attendance sheets are appropriately completed and signed by the driver;
- d. Ensure that the daily attendance of each student is data entered into the transportation software database;
- e. Ensure that a report that portrays the student attendance for a given period of time is portrayed in a report delivered to the County on a timely basis.
- f. With respect to "no-shows" on Low Occupancy Vehicles ("LOV's"), verify with the student's parent that he/she did not notify the transporter that the child was not to be picked up.
- g. Verify that manual attendance sheets do not show days of attendance on a day school is closed due to holidays, snow days, or other scheduled or unscheduled school closings.
- h. Notify the Department of days of attendance shown on the manual attendance sheets that are not confirmable because a "no-show" is listed on a day a parent called the transporter to cancel transportation, or because school was closed

2. Invoice Generation and Reconciliation

The goal is to ensure that each invoice from the transporter(s) is appropriate for the number of vehicles, routes or runs, and the respective price extensions are provided. To accomplish this, the Vendor electronically simulating the amount the transporter(s) should be paid for the services during the period invoiced for, and compares the result with the transporter(s) invoice(s).

In connection with this the Vendor will:

- a. Use the manual attendance sheets, and category changes that occurred throughout the month, determine the number of vehicle service days for each vehicle, run, and/or route, and compare this with the number of service days shown on the transporter(s) invoice(s) and/or supporting documents. Generate an attendance report in the form and format shown in Sample Report 1;
- b. Ensure that the cost-per-day-per route reported by the transporter(s) is in accordance with the transporter(s) contract(s);
- c. Ensure that all routes' component runs are linked to the appropriate route, and that each run is linked to only one route;
- d. Categorize the vehicles utilized by type, tier, zone, and frequency of each route (and any changes in same during the applicable invoice period), and data input this categorization so as to obtain the appropriate vehicle service price.
- e. Create spreadsheet calculations to recognize changes in routes and route categories during an invoice period;
- f. Generate the cost per route category and the total transporter(s) invoice cost for the invoice period; generate a report in the form and format shown in Sample Report 2. Sample Report 2 shall serve as the County Voucher and shall provide for signature by person authorized by the transporter;
- g. Generate a report that shows the cost of each route in the form and format shown in Sample Report 3.

3. Student Cost Determination for performance reasons

The goal is to calculate the transportation costs that should be assigned/allocated to each student based on the specific vehicle (route) that took him/her to and/or from school. The report to be generated will allow the reader to readily detect students whose transportation cost was large. Provide the cost-per-student data that will be used for EI Reimbursement. Generate a report in the form and format shown in Sample Report 4.

4. Student Cost Determination for Preschool and for El Reimbursement Reasons The goal is to allocate the transporter costs among preschool students by spreading the cost-per-day of vehicle service, and by allocating El costs based on actual vehicle costs. These figures are required for preschool transportation reimbursement.

- a. Generate a report on transportation cost per EI student in the form and format shown in sample report 5;
- b. Identify and separate the preschool and EI students;
- c. Generate a report of the daily student reimbursement rate for preschool students; such report will be in the form and format shown in Sample Report 5.

Transporter:																							
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Run #: Program:													-		1	3	3	7	70	67	20	rull Day	Half Day
ARCURI,JOSEPH	1/22/05	×	~ H	×	×	×							I	I	I	I	>	>	>	>	>	ţ	¢
DUGGAR, BARRY	3/10/06	×	^ H	×	0	×							I	I	I	: I	< >	< >	< >	< (< >	o f) t
EZRA, JOEL	1/3/06	×	^ _	×	×	×							I	I	: 1	= =	< >	< >	< >	>	< >	71	ο,
GOLD, CHRISTOPER	5/22/06	_	へ エ	×	×	×	×	: ×	· ×	:	: ×	I	Ξ.	I	: 1	: I	< >	< >	< >	< >	~ >	1 ;	
HAFELE, VICTOR	1/18/05	×	I	×	×	×							: I	I	: I	: 3	< >	< >	< >	< >	< >	d† (7 (
HARPER, REAGAN	7/4/05	_		×	×	×							1	: 1	: 1	= =	< >	< 0	< 0	< (< 0	o ₁ o	> (
MARTIN, COLIN	4/8/05	×		×	×	_							===	Ī	= =	= =	< >	> >	> <	>	> >	, ת	m ·
MCBEE,TY	7/24/06	×	· ~	×	×	×							I		= =	= 3	\ >	< >	~ >	< >	< >	II ;	4
MELANS, ABEL	9/17/05	×	· ·	: ×	_	: ×							= =				< >	< >	< >	< ;	× :	91 :	0
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	00/67/0	<	_ :	<	<	<							I	I	Í	I	×	×	0	×	×	15	0
NOBIS, DOMINIC	4/17/05	0	I	0	×	0							I	工	I	I	×	×	×	×	×	o	-
OBJIZ, RAMON	6/1/05	×	^ H	×	×	_							ェ	I	I	I	×	×	_	×		, <u>r</u>	* n
PERKINS, DILBERT	1/4/06	×	~ I	×	×	×							工	I	I	I	×	×	. ×	: ×	. ×	16	1 0
REED, REX	3/15/06	×	~ H	×	0	0							I	Ξ	I	Į	×	: ×	< ×	< >	< ×	2 2	> ,
RE&D, WILBER	2/9/05	_	H	×	×	×							I	: I	Ι	: I	< ×	. ~	< >	< >	< ~	7 0	⊣ ç
WASTON, NAOMI	8/4/05	×	I	×	×	×		_					I	Ξ.	I	: I	< ×	×	< >	< >	~ >	ס רָ	0 0
WHYTERS,STORMY	3/22/05	×	ı	×	×	×							I	I	Ξ	ï	×	. ~	< ×	< ×	(×	C+ C+	o ^
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Sample Report 1
Attendance Report

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17

Program Count

00

5 6

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× o

X = Full Day / = Half Day

DATE:		DEPARTMENT OF ARLY INTERVENTION ICE FORM		MONTH:	
CLAIMANT'S N	AME:			INVOICE #:	
	VEHICLE	DRIVER/AID	UNIT PRICE	RTE. QTY.	AMOUNT
1 hr Vehicle	\$3,016.00	\$1,300.00	\$4,316.00	7	\$30,212.00
2 hr Vehicle	\$4,716.00	\$1,800.00	\$6,516.00	12	\$78,192.00
3 hr Vehicle	\$5,110.00	\$2,400.00	\$7,510.00	41	\$307,910.00
4 hr Vehicle	\$5,110.00	\$2,400.00	\$7,510.00	15	\$112,650.00
1 ON 1 AID 4 HR PACKAGE					\$528,964.00 \$2,400.00
PURCHASE ORD	PER NUMBER:			TOTAL AMT. OF CLAIM	
	CLAIMANT'S CERTI	FICATION			
OFFICER OR AGI CLAIM IS TRUE A ENTIRE SUM CH S DUE AND UNI ANY PARTNER, A N THIS CLAIM A S PRESENTED IN	ENT THEREOF, DULY A AND CORRECT, THAT ARGED THEREFORE, V PAID. CLAIMANT FUR AGENT, EMPLOYER, S ARE OFFICERS OR EMF	AUTHORIZED TO EXE SERVICES AND/OR A WITHOUT BEING THE RTHER CERTIFIES THA ERVANT, OFFICER OF PLOYEES OF THE COL E WITH COUNTY LAV	CUTE THIS PROOF RTICLES WERE ACT INCLUSION OF TA IT NEITHER HIMSE R DIRECTOR, HAVII	THAT HE/SHE IS THE CLAIM OF CLAIM, THAT THE WITH FUALLY PROVIDED, AND TH AXES OF ANY KIND WHATSO LF/HERSELF, NOR IF APPLIC MG ANY INTEREST WHATSO AND THAT, IF SO, THIS ID ANY APPLICABLE RESOLU	HIN IAT THE DEVER, CABLE, DEVER CLAIM
)ATE		AUTHORIZED SIGNA	TURE	пть	

COUNTY ROUTE PACKAGES/ROUTES/RUNS

MONTH OF:____ 1 HR VEHICLE UNIT PER VEHICLE COST MONITOR COST **PRICE VEHICLES TOTAL COST** \$3,016.00 \$1,300.00 \$4,316.00 \$30,212.00 **ROUTE #** RUN# **SESSION RUN TIME** BELLTIME **TOTAL TIME AMIN** 8:30 AM 55 55 **AMIN** 8:30 AM 54 54 49 **AMIN** 8:30 AM 46 46 MIDIN 12:30 PM 15 30 **AMIN** 9:00 AM 15 MIDIN 12:00 PM 58 58 90 **AMINA** 9:30 AM 29 41 **MIDOUT** 12:00PM 12 MIDIN 12:15 PM 17 46 **PMOUT** 2:45 PM 29 **2 HR VEHICLE** UNIT **PER VEHICLE COST** MONITOR COST **PRICE VEHICLES TOTAL COST** \$4,716.00 \$1,800.00 \$6,516.00 12 \$78,192.00 ROUTE# RUN# SESSION **BELLTIME RUN TIME TOTAL TIME** 8:30 AM 48 AMIN 117 **PMOUT** 1:30 PM 69 **AMIN** 8:30 AM 52 92 **PMOUT** 1:30 PM 40 MIDIN 12:00 PM 69 117 **PMOUT** 2:30 PM 48 18 MIDIN 12:00 PM 50 96 **PMOUT** 2:30 PM 46

Actual Student Cost per Month

		•	Actual Student Cost	per ivio	ntn		
Month of:	_						
	-	Ionthly Cost	Run-in			Run-Out	
PROGRAM:	\$	303.87	CO1.5AM	\$	151. 94	CO1.5PM	\$ 151.94
ABRAMS,JIMINY	\$	696.92	CO1.3AM	\$	348.46	CO1.3PM	\$ 348.46
ALMOND,JOY	\$	303.67	CO1.5AM	\$	151.84	CO1.5PM	\$ 151.84
BRENDON,KARE	\$	696.92	CO1.3AM	\$	348.46	CO1.3PM	\$ 348.46
BENSON, SEBASTIAN	\$	1,332.20	CO1.1AM	\$	666.10	CO1.1PM	\$ 666.10
COKE,CALVIN	\$	696.92	CO1.3AM	\$	348.46	CO1.3PM	\$ 348.46
CHRISTMAS,CAROL	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
CRUZ,CONTROL	\$	1,245.00	CO1.7AM	\$	622.50	CO1.7PM	\$ 622.50
DAVIDSON, NANCY	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
ESTEVES,EMILIO	\$	706.88	CO1.6W/C AM	\$	353.44	CO1.6W/C PM	\$ 353.44
FRANCIS, LEVWIS	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
GARCIA,ANDY	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
HUGHES,CHERYL	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
HUNT, HELEN	\$	627.86	CO1.2AM	\$	313.93	CO1.2PM	\$ 313.93
GANIN, CHUCK	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
LAWMAN,ANTONIO	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
PABON,ELWOOD	\$	696.92	CO1.3AM	\$	348.46	CO1.3PM	\$ 348.46
PHILLIPS, MICHELLE	\$	706.88	CO1.6W/C AM	\$	353.44	CO1.6W/C PM	\$ 353.44
PIACENTO, DUGIN	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
POADTO, HEAVEN	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
ROMAN, ANDREW	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
REED , ALLEN	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
RUSSELL,JJEAN	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
SANTANA,CARLOS	\$	706.88	CO1.6W/C AM	\$	353.44	CO1.6W/C PM	\$ 353.44
SOLETE, ABRAM	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
TOWN-BELL, MYRA	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
TUTU,DEMOND	\$	626.86	CO1.2AM	\$	313.43	CO1.2PM	\$ 313.43
UNDERWOOD,THYME	\$	303.87	CO1.2AM	\$	151.94	CO1.2PM	\$ 151.94
VELEZ,JASON	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
VÉLEZ,RAHMIR	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
	<u>\$ 1</u>	14,695.91					
PROGRAM:							
BARBARAUS,ELWOOD	\$	696.92	CO1.3AM	\$	348.46	CO1.3PM	\$ 348.46
BERRY, PICKINS	\$	706.88	CO1.6W/C AM	\$	353.44	CO1.6W/C PM	\$ 353.44
BLANCO,BOARD	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
CHRISTMAS,CAROL	\$	1,332.00	CO1.1AM	\$	666.00	CO1.1PM	\$ 666.00
CRUZ,CONTROL	\$	1,245.00	CO1.7AM	\$	622.50	CO1.7PM	\$ 622.50
DAVIDSON, NANCY	\$	1,332.00	CO1.1AM	\$	666.00	CO1.1PM	\$ 666.00
ESTEVES,EMILIO	\$	324.13	CO1.4AM	\$	162.07	CO1.4PM	\$ 162.07
FRANCIS, LEVWIS	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94
GARCIA,ANDY	\$	303.87	CO1.5AM	\$	151.94	CO1.5PM	\$ 151.94

	Student Reimburseme	ent Repor	t for Mor	nth of		
		DOS		Reimbursement	— Month	ly Reimbursement
PROGRAM:						,
ABRAMS, JIMINY	-	9	\$	56.0299	\$	504.27
ALMOND,JOY		12	\$	56.0299	\$	672.36
BRENDON,KARE		10	\$	56.0299	\$	560.30
BENSON, SEBASTIAN		10	\$	56.0299	\$	560.30
COKE,CALVIN		14	\$	56.0299	\$	784.42
CHRISTMAS, CAROL		14	\$	56.0299	\$	784.42
CRUZ,CONTROL		14	\$	56.0299	\$	784.42
DAVIDSON, NANCY		13	\$	56.0299	\$	728.39
ESTEVES, EMILIO		4	\$	56.0299	\$	224.12
FRANCIS, LEWIS		10	\$	56.0299	\$	560.30
GARCIA,ANDY		13	\$	56.0299	\$	728.39
HUGHES,CHERYL		15	\$	56.0299	\$	840.45
HUNT, HELEN		13	\$	56.0299	\$	728.39
GANIN, CHUCK		15	\$	56.0299	\$	840.45
LAWMAN, SAN ANTONIO		14	\$	56.0299	\$	784.42
PABON, ELWOOD		12	\$	56.0299	\$	672.36
PHILLIPS, MICHELLE		12	\$	56.0299	\$	672.36
PIACENTO, DUGIN		14	\$	56.0299	\$	784.42
POADTO, HEAVEN		14	\$	56.0299	\$	784.42
ROMAN, AND REW		13	\$	56.0299	\$	728.39
REED, ALLEN		11	\$	56.0299	\$	616.33
RUSSELL, JJEAN		8	\$	56.0299	\$	448.24
SANTANA, CARLOS		12	\$	56.0299	\$	672.36
SOLETE, ABRAM		9	\$	56.0299	\$	504.27
TOWN-BELL, MYRA		15	\$	56.0299	\$	840.45
TUTU, DESMOND		15	\$	56.0299	\$	840.45
UNGER, FELIX		11	\$	56.0299	\$	616.33
MADISON, OSCAR		10	\$	56.0299	\$	560.30
SOLOMON,SUSAN		9	\$	56.0299	\$	504.27
	PROGRAM:					
PROGRAM:						
BARBARUS, ELWOOD		14	\$	56.0299	\$	784.42
BERRY, PICKIN		14	\$	56.0299	\$	784.42
BLANCO,BOARD		13	\$	56.0299	\$	728.39
CHRISTMAS,CAROL		15	\$	56.0299	\$	840.45
CRUZ,CONTROL		13	\$	56.0299	\$	728.39
DAVIDSON,NANCY		14	\$	56.0299	\$ \$	784.42
ESTEVES,EMILIO		11	\$	56.0299	\$	616.33
FRANCIS, LEVWIS		9	\$	56.0299	\$	504.27
GARCIA,ANDY		15	\$	56.0299	\$	840.45
Monthly Total		463			\$	25,941.84

Sample Report 6, Page 1

EI
REIMBURSEMENT
MONTH OF:

ROUTE PACKAGE COST	/# OF STUDENTS	ON ROU	JTE PACKAGE =	PERFORM	MANCE COST*	PER STUDENT
			EI AUTH.			
STUDENT		EI	#	DOS	SEGMENTS	REIMBURSEMENT AMT.
BARARA	MICHELLE	YES	113619	14	2	\$849.35
BERGER	WELL	YES		12	2	\$469.38
FORMAL	MONDAY	YES	119509	16	2	\$1,251.67
FULSON	BLUES	YES	109640	9	2	\$1,438.67
GAMESMAN	CHECKMATE	YES		10	2	\$543.00
GOTTYA	DANIEL	YES	116638	19	2	\$1,251.67
HAYES	GABBY	YES		17	2	\$751.00
KATNIP	NANCY	YES	108687	9	2	\$506.19
KORN	RACHEL	YES		6	2	\$715.24
LOUISSA	LOUISSA	YES	109294	18	2	\$751.00
LUGWRENCH	HORACE	YES	113319	14	2	\$894.05
MARKSMAN	ROGER	YES	112988	4	2	\$1,438.67
MCNEIL	ROGER	YES	109855	7	2	\$1,303.20
MENDEZ	GARCIA	YES	117148	3	2	\$834.44
PYLON	JOSEPH	YES	116223	6	2	\$1,043.06
RAISIN	DESUN	YES	108688	5	2	\$1,438.67
RIVERA	RESORT	YES		13	2	\$1,303.20
RODRIGUEŽ	RODREGO	YES		16	2	\$834.44
SAMEHERÉ	CHISEL	YES		15	2	\$4,316.00
SAMET	RAZOR	YES	108696	17	2	\$543.00
STODDARD	JOHAN	YES	117206	4	2	\$1,303.20
WHYNOT	DANCE	YES		3	2	\$469.38
						•

TOTAL EI COSTS \$24,248.48 EI
TOTAL # STUDENTS 22

Sample Report 6, Page 2

		12	COUNTY
		NON-	
		El	REIMBURSEMENT
			MONTH OF:
TOTAL INVOICE	\$531,364.00		
TRANS. MGR. COST	\$20,312.89		
TOTAL COUNTY REIMB.	\$551,676.89		
MINUS EI COST	\$24,248.48		
	\$527,428.41		
DIVIDE BY			
# OF NON-EI STUS.			
IN/OUT SEGMENTS	924		
REIMB./NON-EI STU			
(ONE WAY-PER			
STUDENT)	\$570.81		
MULTIPLY BY	2		
REIMB. NON-EI STU			
(TWO WAY-PER			
STUDENT)	\$1,141.62		

APPENDIX C

RFP: 23-30

DATED: June 3, 2023

PAGE: 14

LOCAL LAW #2, 1992 CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK, COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

VMC Consultants INC.	
(Name of Vendor/Company)	. 1
Chodes C. Ganin - Vice	-President
(Person authorized to sign & Title)	4
9701 Wingora Falls BLUD	- Suite 1A
(Street or Box Number)	
MENGANA Falls, NY 14304	
(City, State, Zip Code)	
& Hole Generi	G121123
Signature	Date