

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 12, 2011 [ ] Consent [X] Regular  
[ ] Workshop [ ] Public Hearing  
Department: Palm Tran  
Submitted By: Palm Tran  
Submitted for: Palm Tran

I. EXECUTIVE BRIEF

**Motion and Title:** Staff requests Board concurrence: on the DRAFT Request for Proposals (RFP) for Connection Service as attached which contains the changes that were discussed with and recommended by the Board of County Commissioners (BCC) in February. This is provided for review and concurrence prior to our sending it to County Purchasing for final preparation.

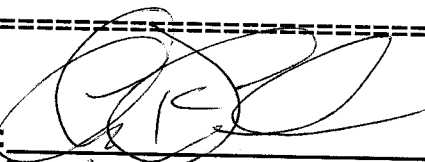
**Summary:** Palm Tran has provided paratransit service to Palm Beach County residents since October 2000 when Connection was established. In February 2005, Palm Tran entered into a seven-year contract with two primary private vendors: MV Transportation, and Palm Beach Metro, who are responsible for 94% of the service. The current contract expires February 2012. Staff has previously met with and gathered public input at three separate meetings of the Palm Tran Service Board (PTSB) and the Para-Transit Subcommittee of the PTSB.

**Potential Cost Saving Measures** – Staff, based on our previous meeting, has made the following modifications to the DRAFT RFP:

- a. Having One Primary Vendor – this would provide the greatest economic incentive and should provide the greatest cost savings for the County;
  - b. Allow for greater flexibility in service delivery – By allowing for a greater use of subcontractors and independent contractors (including taxis), we believe we will achieve significant cost savings in the operation of service;
  - c. Allow for use of non-ambulatory vehicles including sedans - Currently all vehicles used must be wheelchair accessible vehicles with the smallest size being minivans. Based on our experience staff now recommends that up to 40% of the vehicles used on any one day could be smaller, non-accessible vehicles to better accommodate ambulatory customers, which should serve to reduce both vendor and County costs;
  - d. Allow limited advertising on the rear of the vehicles used for Palm Tran Connection service. Palm Tran annually receives approximately \$400,000 in revenue for allowing advertising on buses. Allowing advertising on Connection vehicles should prove to be another source of revenue that can be used to offset the County's cost of providing this service;
  - e. Vendors, in addition to the base proposal will be allowed to submit a proposal on the alternate proposal with the vendor doing all the scheduling instead of Connection staff.
- Countywide(DR)

**Background and Policy Issues:** A number of things have changed at Palm Tran Connection in the ten years since Connection was created. (Continued on Page 3)

- Attachment(s):**
1. Proposed Contractual Changes to RFP from Current Service
  2. Palm Tran Connection Fleet Composition Table
  3. DRAFT RFP – v03.2

Recommended By:  \_\_\_\_\_  
Department Director Date April 6, 2011

Approved By:  \_\_\_\_\_  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2011	2012	2013	2014	2015
Grant Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<i>0</i>	0	0	0	0
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0	0	0	0	0

Is Item Included In Current Budget? Yes NA No       
 Budget Account No.: Fund      Dep't.      Unit      Object       
 Program      Reporting Category     

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:** *John Murphy*  
 John Murphy, Finance Manager

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*\* Fiscal impact is indeterminable at this time*

*[Signature]* 4/16/11  
 OFMB  
*SN 4/16/11*

*[Signature]* 4/17/11  
 Contract Dev. and Control

**B. Legal Sufficiency:**

*[Signature]* 4/16/11  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

April 12, 2011

**Continued from Page 1 - Background and Policy Issues**

Connection's mission has become more consolidated, focusing on providing paratransit service for County residents who qualify under the service requirements of the Americans with Disability Act (ADA) and the State Transportation Disadvantaged (TD) program. On average, 94% of all Connection trips made today are either ADA or TD eligible as opposed to year 2000 when this percentage was approximately 50% of all trips. Comparing the last ten years, 2000 vs. 2010,

- Ridership (Passenger Trips) is up by 81%
- Productivity (Passengers/Hour) is up by 50%
- Complaints are down by 86%

Eight years ago when the last RFP was developed, the focus was in providing better customer service, and gaining greater control and efficiencies from a program that was just beginning to turn around after years of poor performance. This was accomplished. Our goals with this RFP are to:

- 1) Allow for a competitive process;
- 2) Select a single vendor for a period of five years and have that vendor in place and operating service beginning on Feb 13, 2012;
- 3) Select a vendor that provides our customers with equal if not better service than is now provided;
- 4) Insure that the service is fully compliant with all Federal, State, County and specifically the
- 5) Americans for Disability Act (ADA) requirements;
- 6) Provide the County with a savings over current operating costs.

One area of concern continues to be insuring the appropriate vehicle mix (see attachment 2). Allowing a greater number of small vans and sedans should reduce operating costs, however, will potentially negatively impact the available capacity to transport customers who use mobility devices like wheelchairs and scooters. The difficulty will not be in the scheduling of these trips but in the normal real time day to day issues that arise as a result of service disruptions (customer running late, traffic issues causing buses to run late, and breakdowns), to name the most frequent issues. The proposed RFP will reduce that the capacity to board customers who use wheelchairs/scooters by approximately 50% due to the combination of use of non-accessible vehicles and smaller vans that may only accommodate one wheelchair at a time. Staff is concerned that any further increase in the use of smaller vehicles, other than as recommended could lead to significant delays in our ability to pick-up customers, when there is a service disruption of any type that interrupts the "schedule". On a regular weekday, approximately 15% of all customer trips must be adjusted or shifted to other buses due to normal service interruptions. Currently our ability to get a replacement vehicle to a customer who has had such a service issue is now typically within 30-60 minutes. Staff is concerned that a further reduction in wheelchair/scooter capacity could have a serious negative impact on the response time as a result of a service interruption to customers who use wheelchair/scooters.

## CONNECTION REQUEST FOR PROPOSALS

### Proposed Contractual Changes to RFP from Current Service

- 1) Contract
  - a) One Vendor
  - b) Five Year Contract
  - c) Allows For Flexible Delivery Model
  - d) Option For Vendor To Schedule All Work
  - e) Allows For Per Hour, Per Mile and/or Per Trip Reimbursement
  - f) DBE Participation Increased To 30%
  
- 2) Service Standards
  - a) Allows For Shopping Baskets
  - b) Complaint Response Time Decreased To 48 Hours
  - c) Increased LQD Amounts
  - d) Higher Standards For On-Time Performance And Complaint Ratio
  
- 3) Drivers
  - a) Drug Testing Must Be Done At Palm Tran Vendor
  - b) 80 Hour Driver Training
  - c) Drivers No Longer Have To Be Employees Of Contractor
  - d) New Driver's Hired Will Be Subject To Expanded Background Checks
  
- 4) Vehicles
  - a) 60 % Wheelchair Equipped
  - b) 30% 6 and 2 Vehicles
  - c) A minimum of 15 Larger 12 and 2 Vehicles Required
  - d) 5 Vehicles That Can Accommodate Extra Wide Wheelchairs Required
  - e) Up to 40% Non-accessible Vehicles Allowed
  - f) 18% Small Vans Permitted
  - g) Advertising Allowed on Outside of Vehicle
  - h) Vehicle Age Limits – not older than one year at time of service start (Dedicated service)
    - i) - no vehicle older than five year of age or 250,000 miles (Dedicated)
    - j) - No vehicle older than seven years or 250,000 miles (Non-dedicated)

April 6, 2011

**Palm Tran Connection Fleet Composition  
Average Weekday  
(does not include 20% spare vehicle requirements)**

Vehicle Size	Wheelchair Capacity	Current Fleet #	Percent % of Fleet	Original Proposed Fleet #	Percent % of Fleet	Current RFP Proposed Fleet #	Percent % of Fleet	
12 & 2's	2	11	7%	15	9%	15	9%	*
6 & 2 wid	2-3	0		5	3%	5	3%	*
6 & 2's	2	142	86%	79	48%	49	30%	*
small var	1-2	11	7%	25	15%	30	18%	**
sedans	0	0	0%	40	24%	65	40%	***
		164		164		164		

\* Minimum Requirement

\*\* The number and percent of small vans can increase by decreasing number of sedans - vendors choice  
The number and percent of small vans can be decreased by increasing number of larger vans - vendors choice

\*\*\* Maximum requirement - vendors may not propose a fleet mix greater than 40% use of non-ambulatory vehicles  
- vendors may not operate a fleet mix in excess of 40% use of non-ambulatory vehicles

April 12, 2011

**Continued from Page 1 - Background and Policy Issues**

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REQUEST FOR PROPOSALS

SCOPE OF WORK

1) TABLE OF CONTENTS

TDB

2) INTRODUCTION TO SERVICE AREA

a) INTRODUCTION

Palm Tran is the mass transit provider for Palm Beach County. Established in 1996, Palm Tran operates 120 fixed route buses and provides over ten (10) million annual rides. The division of Palm Tran responsible for paratransit service is *Palm Tran Connection* (hereafter referred to as "Connection"). Connection serves the transportation disadvantaged; including seniors, persons with disabilities and low income individuals.

Palm Tran, through Connection, is the Community Transportation Coordinator (CTC) for Palm Beach County, Florida, (hereafter referred to as "County"). Palm Tran is requesting statements of qualifications and proposals from vendors interested in and capable of providing Paratransit Contracted Services for Palm Beach County. The goal of this solicitation is to select a single vendor that will operate paratransit service for Palm Tran/Palm Beach County for the five (5) year period beginning on February 13, 2012 and provide the full array of paratransit services.

Vendors should enter into this process seriously with the same commitment as the County has to improve mobility for residents through paratransit service that safely transports our customers to their destinations reliably with care and respect. The ideal Vendor will be able to meet the requirements and performances contained herein and above all, share the fundamental philosophy of the County - The Customer Comes First!

The County is dedicated to providing these services to complement and maintain the exceptional quality of life in Palm Beach County.

Connection's office is located at 3044 South Military Trail, Suite D, Lake Worth, FL 33463. Palm Tran, the County's fixed route agency, is located at 3201 Electronics Way, West Palm Beach, FL 33407.

b) GENERAL INFORMATION

Connection provides transportation for eligible residents and visitors, in Palm Beach County, under three (3) programs:

The American's with Disabilities Act program (ADA)	83%*
The Transportation Disadvantaged program (TD)	11%*
The Division of Senior Services program (DOSS)	06%*

\* Approximate percentage of trips provided based on the 2010 breakdown of trips provided.

The continuation and level of service for each program is not assured, and is subject to the County receiving authorization and annual funding for each program from other governmental agencies or entities, and is further subject to an annual appropriation by the County's Board of County Commissioners for each program for the purposes described in this document. Accordingly, the Vendor must agree that these programs may be modified, eliminated or expanded, as determined appropriate or necessary by the County or any other Federal, State or local governmental agency or entity providing funding or exercising any regulatory or administrative control over the program's services. The Vendor may be required to modify the services provided hereunder consistent with such Federal, State, local or county action or regulation.

c) SERVICE AREA

Palm Beach County is located along the southeastern coast of Florida and shares boundaries with Broward County to the south, Martin County to the north, Lake Okeechobee and Hendry County to the west and southwest, respectively. Palm Beach County is the largest County (approximately 2,386 square miles total) in Florida. There are approximately fifty-three (53) miles between the County's eastern and western boundaries and forty-five (45) miles north to south. Palm Beach County has experienced above average population growth over the last decade. The population of the County is approximately 1.3 million people.

d) SERVICE HOURS

Connection service is provided Monday through Saturday from 5:00 a.m. (first pickup) to 10:00 p.m. (last drop off) and 8:00 a.m. (first pickup) to 6:45 p.m. (last drop off) on Sunday. The County reserves the right to adjust service hours and days of service, including Holidays, as needed.

Service on certain holidays will be provided on a limited basis such as New Year's Eve, Martin Luther King, JR. Day, President's Day, Columbus Day and Veteran's Day. We are closed on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, and Christmas Holiday.

e) Service Statistics

i) Average Weekday ridership	2,986 completed passenger trips
ii) Weekday Revenue Hours	1,670
iii) Average Monthly Ridership	69,504 completed passenger trips
iv) Monthly Revenue Hours	39,886
v) Average No-Show Rate	02.6%
vi) Average Cancellation Rate	18.4%
vii) Average Productivity	1.78 completed passenger trips per revenue hour
viii) Average Trip Length	9.78 miles
ix) Complaints per 1,000 trips	0.98
x) On-time Performance	92.7%
xi) Percent of Ambulatory Riders	74%
xii) Percent of Wheelchair Riders	17%
xiii) Percent Amb Riders Needing Lift	11%
xiv) Percent of Escort/PCA Riders	09%
xv) Unduplicated Riders	~35,000
xvi) Percent of Demand Trips	49%

- xvii) Weekday Routes 161
- xviii) Monthly Vehicle Miles 793,148

\* Based on January 2011 service statistics.

f) Annual Average Ridership by Day Type

	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011 YTD
Weekday	3,385	3,282	2,836	2,839	2,924
Saturday	1,265	1,165	961	1,068	1,038
Sunday	650	632	497	562	589

3) EVALUATION CRITERIA

Proposals will be evaluated based on a 100 point system. There will be an "Evaluation Committee" with each member of the Committee individually evaluating the proposal from each vendor except for the price proposal which will be evaluated by formula. Proposals will be evaluated on the following criteria, with specific detail for what is requested for the evaluation for each section follows:

- a) EXPERIENCE/QUALIFICATION/REFERENCES
- b) PROJECT APPROACH/START-UP PLAN
- c) KEY PERSONNEL AND OPERATIONS
- d) VEHICLES AND MAINTENANCE PLAN
- e) PRICE PROPOSAL

There are two (2) options for proposals under this RFP document:

- Model One – Shared Scheduling – Under this option Palm Tran Connection will do the group trip scheduling but not schedule the least productive trips (as determined on a daily basis by Palm Tran Connection). These trips will range between 25%-40% of the daily work. These trips will be provided and scheduled by the vendor, which could include use of independent contractors (sub-contractors) including taxis that meet the vehicle and driver requirements. The actual percentage of services scheduled will vary daily based on demand.

- Model Two – Vendor Scheduling – Model Two requires the vendor to schedule all trips. The vendor, in scheduling these trips, is expected to follow all vehicle and driver requirements and can schedule up to 40% of the work to independent sub-contractors including taxis. The actual percentage of services scheduled will vary daily based on demand.

All requirements remain the same. Vendors who choose to propose on both items should provide two (2) price proposals and should provide two (2) responses to the sample schedule provided and as included in Attachment XX.

f) EXPERIENCE/QUALIFICATION/REFERENCES

20 Points

- i) Each Vendor shall submit an Executive Summary that includes the following:

General information about the company including type of business, name, address, telephone number, contact person(s), partner's names, addresses and telephone numbers (if applicable), listing of corporate officers and bank references.

- ii) Using the attached form, list all past and present contracts including a brief description of service, dollar value, contact person(s) and telephone numbers. Only include contract references for paratransit service, no older than five (5) years, and an annual value of at least \$5 million.
- iii) If within the past five (5) years your company has failed to complete a contract for any reason or had any contract terminated before its original expiration date, you must provide a list of all such contracts and an explanation for their non-completion or early termination.
- iv) Describe your safety record over the past five (5) years. Include information relating to any fatalities or other major incidents or claims against your company. Include the number of annual miles operated between accidents for your current work. Include any safety statistics which you have available.
- v) Provide your company's Drug and Alcohol Program which is fully compliant with all provisions as outlined in U.S. DOT 49 CFR Parts 40 and 655, and all other corresponding state regulations including any revisions.
- vi) Provide your ratio of positive drug and alcohol test results for random, reasonable suspicion and post accident drug testing for the last three years.
- vii) List any litigation that you have been a party to in the previous five (5) years which relates to the delivery of paratransit services including ADA services where the sum paid to any party exceeded Twenty-Five Thousand Dollars (\$25,000.00).

- viii) Provide the company's proposed System Safety Program Plan (SSPP) which is fully compliant with all provisions as outlined in 14-90 F.A.C. This must include a response plan in the event of a disaster. This must include your proposed maintenance plan, employee training programs, accident/incident protocols, Security Program Plan (SPP) and Communication Plan. This document is only a draft with which to evaluate the vendor's overall compliance.
  - ix) Provide a copy of the company's audited certified financial statements (including balance sheet and income statements) for the last five (5) years, together with the financial statements of any parent or affiliated company of the Vendor for the same five (5) year period. The financial statement must set forth the financial status of the entity or business unit that will actually perform the services to be provided under this RFP. If the Vendor is a joint venture, audited financial statements should be provided for each joint venture member.
  - x) An actual Connection schedule is provided as was operated on XX. Please provide a detailed response showing how you would have scheduled this under Model A (and Model B if so applying) providing a listing of the vehicle type that you would have employed to operate the service. For example, if a taxi would have been employed to operate this trip and would have used a sedan that was not accessible, that needs to be indicated. The Connection schedule for this day shows service hours not counting deadhead time to start and end and any breaks in excess of one (1) hour. Please provide what your total service hours for the day would have been for each Model proposing on, using the same criteria.
- g) PROJECT APPROACH/START-UP PLAN 15 Points
- i) Provide a description of your corporate philosophy for providing paratransit transportation services as outlined in this Scope of Work.
  - ii) Describe your experience, knowledge and understanding of Trapeze paratransit management software or other paratransit management software.
  - iii) Whether or not you are currently providing paratransit services to Palm Tran Connection, you must provide an outline of your anticipated start up activities and schedule, including but not limited to: transition approach, facilities securement, vehicle securement, staffing, etc. This Section should provide a description of the Vendor's plan to transition into responsibility for the services, to assure a smooth startup, to hire and train employees, and to assure that it is ready to assume responsibility for Revenue Service by the Commencement Date. This section should identify the specific issues that will need to be addressed in the transition and the Vendor's plan for addressing those issues, and a week-by-week schedule (start date and estimated completion date) of each specific start-up activity. The commencement date is defined as February 13, 2012.

- iv) Identify sub-Vendors, including Disadvantaged Business Enterprises' (DBE), their roles, vehicles and company backgrounds. How will you ensure that the sub-Vendors utilized meet the service provision requirements outlined in this Scope of Work? Sub-Vendors will be evaluated based on the same criteria as the prime.
  - v) Documentation must be provided that a base(s) of operations has been secured within Palm Beach County with space to adequately provide required services and that the property is properly zoned for such services. The property must be adequate to allow for local storage of and maintenance of vehicles, storage of all contract documents, records, reports, invoices and other paperwork associated with the Connection project as outlined in this Scope of Work and office space for the project manager and other administrative/clerical staff.
  - vi) Provide a detailed explanation as to how the scheduling function will be accomplished. This must include any software which will be used and any other resources which will be utilized.
  - vii) Describe the Technologies proposed for this project. Include manufacturer, version numbers and how they will interface with the Trapeze Software. This includes, if equipped, the use of an Automatic Vehicle Location system and Mobile Data Terminals which are fully integrated to allow for a live interface with the Trapeze Paratransit Scheduling Software. In addition, the use of verified electronic pre/post trip inspection equipment will be considered as use of technology. Proposals must include detailed operating information on the system being proposed. Include the number of vehicles or the percentage of the fleet which will be equipped with the proposed technologies.
  - viii) Describe how all two-way communications will work within the requirements of this RFP. Detail must be provided as to the communication system(s) which will be used, assuring that all vehicles, drivers and areas of the county are covered.
- h) KEY PERSONNEL AND OPERATIONS 15 Points

Provide a detailed staffing plan for your organization which includes:

- i) An organizational chart for your firm.
- ii) A detailed staffing plan for this paratransit operation including the number of employees in each position.
- iii) A description of the experience of your firm and of the key personnel proposed for this project. Provide resumes or employment history for all of the key positions. Include at least two (2) business references for each of your key personnel, including the reference's contact number and email address.

- iv) A list of the significant accomplishments of your firm and that of the proposed key staff in contributing to the success of similar services.
  - v) A description of your process for hiring, selecting and retaining drivers.
  - vi) Identify any safety, risk control or training programs beyond those specified in this Scope of Work including those listed within your SSPP.
  - vii) Copies of labor contracts and driver wage scales and benefits.
  - viii) Describe your proposed staffing ratio, including spares for drivers.
  - ix) Describe your proposed staffing ratio, including spares, for dispatching.
  - x) Describe your proposed staffing ratio, including spares, for on-road supervision.
  - xi) Provide training programs for, at a minimum, dispatch, road supervision and driver functions, which is specific to Palm Beach County operations. These training programs must be compliant with all applicable regulations, laws, and ordinances.
  - xii) Provide the company's Equal Employment Opportunity Plan (EEO) which is fully compliant with all provisions as outlined in FTA Circular 4704, and all other corresponding state regulations including any revisions.
- i) **VEHICLES AND MAINTENANCE PLAN** 10 Points
- i) Vehicle Inventory – Provide a vehicle inventory (Mfg. Model, Year of Mfg., and Capacity) of vehicles proposed to be utilized on this project. Indicate whether the vehicles will be owned, leased or sub-vendor owned/leased.
  - ii) Describe your anticipated vehicle replacement plan (Capitalization Plan).
  - iii) Describe your proposed spare ratio of vehicles.
  - iv) Provide your company's Vehicle Maintenance Plan, which is fully compliant with manufacturers' specifications. Provide information on your preventive and corrective maintenance programs, including your approach on road call management.
  - v) Describe any green alternatives proposed. This includes the use of alternative fuels.



j) PRICE PROPOSAL

40 Points

- i) For proposal evaluation purposes, the Vendor offering the lowest price for the contract will receive the maximum points allocated for price. All other Vendors will be allocated points based on the calculated percentage relationship between their proposal price offer and the proposal offer of the low Vendor. For example, if the lowest base-offer price quoted is \$500 and the next lowest base offer price is \$1,000, the Vendor offering \$500 would receive 40 points, and the Vendor offering \$1000 will receive 20 points ( $\$500$  divided by  $\$1000 \times 40$ ).
- ii) Provide a separate narrative discussion describing the following cost elements which compris, in part, the hourly, per mile rate and per trip rate(s):
  - (1) Vehicle costs by type and capitalization costs as calculated as a percentage of the rate.
  - (2) Driver wage rate(s) and calculated as a percentage of the rate.
  - (3) Dispatch calculated as a percentage of the rate.
  - (4) Fuel cost per gallon and calculated as a percentage of the rate.
  - (5) Vehicle Insurance cost per vehicle and calculated as a percentage of the rate.
  - (6) Provide a certification from the Vendor's insurance company explaining the Vendor's experience rating.

4) TERM OF CONTRACT

- a) This contract will be for a five (5) year term.
- b) One prime Vendor will be selected to provide service, with the expectation that at least 30% of the work will subcontracted and provided through Disadvantaged Business Enterprise (DBE) participation.

5) SERVICES TO BE PROVIDED

Palm Beach County is seeking proposals for the delivery of paratransit services under two (2) distinct models. Vendors must submit price proposals based on Model One, with bidding on Model Two being optional, but encouraged. The County reserves the right to select which delivery model is in its best interest.

a) MODEL ONE – SHARED SCHEDULING.

Under this model between sixty (60) percent and seventy-five (75) percent of paratransit services will be provided on vehicles dedicated solely to Connection services and between twenty-five (25) percent and forty (40) percent of the paratransit service will be provided on vehicles not dedicated solely to Connection. The level of service provided by dedicated and non-dedicated vehicles is an estimate and will fluctuate on a daily basis, based on demand. The County is the sole determiner of which services will be provided by each.

(1) Dedicated Service

- (a) Palm Tran will schedule the dedicated service.
- (b) The Vendor shall be compensated on a revenue hour basis at the vehicle service hour rates for service provided on dedicated vehicles. Revenue hours of service are defined as the time from the first passenger pick-up to the last passenger drop-off, less any breaks.

(2) Non-Dedicated Service

- (a) The Vendor will schedule non-dedicated service
- (b) Non-dedicated services will be provided under a flexible delivery model which may include the use of independent contractors, community based transportation providers, subcontractors and/or taxis. These trips will typically include trips provided prior to 7:00 a.m., after 5:00 p.m., hard to provide weekday trips, and all weekend trips.
- (c) Payment will be made on a per trip mile basis. Trip Miles will be based on the mileage as supplied by the Trapeze database, which is based on Palm Beach County Map distances plus 6% (conversion of triangulated miles to street miles). This calculation will be reevaluated on an annual basis.

b) MODEL TWO – VENDOR SCHEDULING

- i) Under Model Two, the Vendor will have sole responsibility for the paratransit scheduling functions in addition to the delivery of service.
- ii) Services will be provided under a flexible delivery model which may include the use of in-house operations, independent contractors, community based transportation providers, subcontractors and/or taxis.

iii) Payment will be made for each completed one-way trip. A trip is defined as a one-way pick-up and drop-off of a paratransit rider, inclusive of escorts and attendants. No payment will be made for missed trips, no-shows, or cancellations.

iv) The Vendor must include an Operational Plan detailing how services will be performed.

6) STANDARD OPERATING PROCEDURES

Under either model, Services Performed by Connection are;

- a) Determine eligibility for all programs.
- b) Take all reservations. Trip reservations are taken from Sunday through Saturday up to 5:00 p.m. Customers can reserve a trip up to five (5) days before they wish to travel.
- c) Input trip information into the Trapeze Paratransit Scheduling Software.
- d) Accept requests for trip changes, including trip cancellations, from the customer(s).
- e) Record and follow-up on comments and commendations.
- f) Conduct on-the-road monitoring of the Vendor.
- g) Audit Vendor invoices prior to payment.
- h) Maintain the paratransit scheduling software.
- i) Perform vehicle inspections.
- j) Test dispatcher and driver competency levels prior to their providing service.

7) LEVEL OF ASSISTANCE TO BE PROVIDED UNDER BOTH MODELS

- a) Connection provides door-to-door service.
- b) Drivers are required to provide general assistance to passengers between the door/entrance of their origin address and the vehicle, then from the vehicle to the door/entrance of the customer's destination.
- c) In the event that the door is above the ground floor, drivers are to make a good faith effort to locate the passenger. However, driver are not to go the second floor or above.

- d) Drivers are prohibited from traveling beyond the lobby of any public building and from going into any private residence, in the performance of this contract.
- e) Drivers are not permitted to lose sight of their vehicles.
- f) This assistance may include, but not be limited to: pushing the customer's wheelchair, lending the customer a supporting arm, guiding the customer by the hand or arm, assisting the customer on or off the vehicle, and/or carrying packages.
- g) Drivers may not assist passengers using mobility devices up or down more than one (1) step, through grass or through sand.
- h) Drivers are prohibited from entering private residences and from lifting or carrying passengers and/or their children.
- i) Upon the Customers boarding the vehicle, the driver must confirm the destination address.

8) BOARDING TIME

- a) When the vehicle arrives within the pick-up window, a Connection customer has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the Manifest or Schedule).
- b) Standard procedures to locate the passenger:
  - i) The driver looks for the passenger for five (5) minutes in all the normal waiting locations. Drivers are permitted to give riders more time to board the vehicle provided that it does not make them late to pickup or drop-off the next rider.
  - ii) Drivers are expected to knock at the pick-up point's ground floor entrance door.
  - iii) The driver may request that the passenger is paged in retail stores, if available.
  - iv) The driver or dispatcher contacts the reception desk at medical facilities, hospitals, senior centers, and the cashier in restaurants or other locations.
  - v) The driver looks in and around areas near designated pickup points, in order to locate the client.
  - vi) The driver contacts dispatch and informs them of a potential no-show, if contact with the client is not made.

- vii) Dispatch checks for any previous same day drop off location to insure driver is at the correct location.
- viii) Dispatch checks the customer file for a phone number of the specific pickup location, and if available, dispatch calls the passenger.
- ix) Drivers must receive permission from their dispatcher prior to leaving the pickup location without their scheduled customer(s).
- x) If no contact with the customer has been made, the dispatcher will inform the driver to mark the passenger as a no-show on the manifest and the dispatcher marks the trip a no-show in Trapeze within five (5) minutes of occurrence and notes in the Tracker Notes the name of the receptionist or person the driver spoke with, if applicable.
- xi) If the customer's trip is a "no-show," the driver shall leave a no-show hanger to inform the customer that a transportation provider attempted to pick them up. Drivers are expected to turn in the top sheet of the no-show hanger along with their completed manifest at the end of each shift.

9) SCHEDULED PICK-UP WINDOW

- a) When Connection accepts a customer's trip request, the customer will be informed of the scheduled pick-up window.
- b) The pickup window is based on the appointment time, time of day, day of week, distance traveled, travel time needed, multi-loading opportunities, and passenger load time.
- c) The driver shall arrive as close as possible to the scheduled pick-up time as indicated on the vehicle manifest/schedule and within the published thirty (30) minute pick-up window as identified on the vehicle manifest/schedule.
- d) The driver is required to wait fifteen (15) minutes before the scheduled pick-up time, as shown on the vehicle manifest/schedule before going to the customer's door; however, the customer is free to travel early if he/she is aware of the Vendor's presence and chooses to travel early. The Vendor will be charged with a valid early vehicle complaint when its vehicle arrives to transport a customer more than fifteen (15) minutes before the scheduled pick-up window as shown on the vehicle manifest/schedule and the driver forces, coerces, requires, or demands the customer board prior to the start of the pickup window or marks the trip as a no-show if the customer fails to board prior to the scheduled pick-up time.

#### 10) ON-TIME PERFORMANCE

- a) The Vendor will be considered to be on-time when:
  - i) The customer arrives to their destination prior to the scheduled appointment time.
  - ii) When an appointment time is not given, the vehicle arrives to transport a customer within the scheduled pick-up window as shown on the vehicle manifest/schedule.
- b) On-time performance will be measured from data received on completed driver manifests/schedules, and may be verified, at the County's sole discretion, with data from any form of monitoring, such as "Where Is My Ride" calls, and from customer satisfaction surveys.
- c) The Vendor will be charged with a missed trip when its vehicle arrives to transport a customer more than forty-five (45) minutes after the close of the pick-up window.

#### 11) TRANSPORTING PACKAGES

- a) The Vendor is required to transport packages belonging to customers as long as the customer is on board with his/her package and as long as the package fits on the customer's lap or beneath his/her seat.
- b) Package limitation: purchased goods can weigh no more than thirty-five (35) pounds, with a limit of five (5) plastic bags or two (2) brown paper bags. The rider may also bring one (1) piece of luggage and one (1) carry-on bag.
- c) Customers may bring personal folding grocery carts on the vehicles. These devices are to be secured within the vehicle or safely stored as needed. Such instances will be prescheduled by the customer at the time the reservation is made.
- d) The driver is prohibited from transporting illegal controlled substances, hazardous materials, fire arms or explosive devices.

#### 12) TRANSPORTING SERVICE ANIMALS

- a) The Vendor is required to transport service animals, in accordance with State and Federal Laws.
- b) Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times.
- c) If the driver questions the validity of a service animal, the driver is not to confront the passenger in any way; rather the Vendor will inform Connection who will then investigate.

13) TRANSPORTING PETS

- a) The Vendor is required to transport the pets of customers as long as such pets are completely enclosed in commercial pet carriers which fit on the customer's lap or beneath their seat.
- b) A customer must inform the County that he/she wishes to travel with a pet at the time his/her trip is requested. Customers scheduled to travel with pets will be identified on the Manifest or Schedule. The Vendor may refuse to transport a customer who is traveling with a pet which disrupts service for that customer or any other customer.

14) TRANSPORTING CHILDREN

The Vendor is required to transport children in the following manner:

- a) Children who are between the ages of birth and four (4) years old inclusive, and/or children who weigh less than forty (40) pounds must travel with a responsible guardian and must ride in a child safety seat which complies with Section 316.613 F.S.
- b) Children under eight (8) years of age inclusive must travel with a responsible guardian. This requirement may be modified by the County as it deems appropriate.
- c) The vendor shall not provide child safety seats. The vendor shall refuse to transport any child under four (4) years old when a child safety seat is not provided by the client or responsible party. This information shall be documented on an incident report form and shall be considered a client No-show. Vendor agrees to comply with any subsequent revisions of this policy.
- d) If the Vendor transports a rider without the appropriate safety devices, the Vendor will then be responsible for arranging the safe transport for the return trip.

15) PERSONAL CARE ATTENDANTS AND COMPANIONS

- a) The Vendor is required to transport pre-scheduled personal care attendants (PCA's) and escorts with eligible customers.
- b) The manifest/schedule will specify the total amount of fare(s) to be collected from the customer(s) and/or the escort(s).
- c) PCA's and/or the escort(s) are to be treated as a customer, and fall under the same rules and regulations as a customer.

## 16) PASSENGER FARES

- a) The fare will be established by the Palm Beach County Board of County Commissioners at all times. The fare may be paid in cash or with pre-purchased tickets (Tickets-to-Ride). The County reserves the right to change the fare amount at anytime.
- b) The fare amount and accepted method(s) of payment for this program will be defined by the County and are subject to change.
- c) The manifests and schedules provide complete instructions to the driver concerning the amount of fares to be collected.
- d) The Vendor is required to collect the fare specified on the manifest or schedule at the time of the vehicle's arrival to transport the customer(s) prior to the customer(s) boarding the vehicle.
- e) If a customer does not provide the appropriate fare, the driver is required to notify the dispatcher, the dispatcher will then notify Connection, who is responsible for determining whether or not the customer is to be transported.
- f) The Vendor is prohibited from transporting customers who fail to present the appropriate fare unless failure to transport the customer would result in the customer being stranded away from home. In such instances, the Vendor is required to transport the customer, with prior approval from Connection, and then treat the incident as a matter of customer misconduct which is subject to the customer misconduct provisions.
- g) Drivers are prohibited from accepting gifts or gratuities of any kind, either as payment of a fare or in addition to the payment of a fare.
- h) The Vendor will retain all fares which are received in the form of cash or pre-purchased tickets as partial payment for services rendered.
- i) If Connection requires the Vendor to transport a customer, with prior approval, who fails to pay the fare, Connection will reimburse the Vendor for that fare as long as the driver documents who authorized the transport. Fares waived by the Vendor without Connection approval will be deducted from the Vendor's payment.
- j) County may modify these requirements from time to time and add additional requirements so long as such modifications or additions do not substantially and/or materially alter Vendor responsibilities.



17) DRUG AND ALCOHOL TESTING

- a) The Vendor acknowledges and agrees that it is subject to and shall comply with the requirements of Title 49 CFR Parts 40 and 655.27.1.2.
- b) Connection will act as the Third Party Administrator for the Vendor's drug and alcohol program.
- c) The Vendor shall require drug and alcohol testing of its safety sensitive employees including but not limited to pre-employment, reasonable suspicion, post-accident, and follow-up testing.
- d) Employees will be subject to random selection by Connection to take drug and alcohol tests in accordance with the requirements of the Vendor's drug and alcohol testing program.
- e) The Vendor will be notified by the County which employees will be subject to random testing. Connection will not give warning of random drug tests.
- f) The Vendor must take their employees, at the Vendor's expense, to a Connection approved facility.
- g) All drug and alcohol testing costs shall be borne by the Vendor.
- h) All sub-Vendors must comply with FTA drug and alcohol requirements.

18) REMOVAL OF PERSONNEL

- a) The Vendor shall be responsible for all negligent, intentional, malicious, wrongful acts and omissions of its employees, sub-Vendors, agents, or assignees, and their respective officers, employees, servants, or agents, and any other person performing any portion of this work under this contract or a subcontract with the Vendor. The County shall have no liability as a result of any negligent, intentional, malicious, wrongful acts or omissions of the Vendor, or its sub-vendors, employees, servants, agents, or assignees.
- b) The Vendor warrants that it will utilize only competent and skilled employees in the performance of the work under this contract, and that it will not assign any person to perform work who is unfit or unqualified to perform the task assigned. The Vendor further acknowledges that its performance of the work hereunder will require daily contact with the users of Connection's paratransit system, and interaction with Connection and County staff, and members of the public. The Vendor agrees that it will utilize only personnel who are polite and courteous and who consistently exhibit those traits necessary to provide a high level of customer service.

- c) Employees who are not performing in a satisfactory manner, who are alleged to have committed a criminal act, or who are under criminal investigation shall be removed from the project (i.e., work required to be performed under this contract) by the Vendor or as required by Connection and reassigned to other work of the Vendor not related to its performance of this contract. Such persons will not be reassigned to the project without the prior written consent of Connection.
- d) Examples of unsatisfactory behavior include, but are not limited to: excessive and/or repeated lateness, extreme or recurring rudeness, use of profanity, engaging in inappropriate physical or verbal contact or communication with customers, soliciting or accepting gratuities or gifts from customers, providing special attention or favors to customers, or handling a vehicle in an unsafe manner.

#### 19) PERSONNEL RECORDS

- a) The Vendor must maintain during the term of the contract and for no less than five (5) years thereafter, a file for each driver, on-sight dispatcher and mechanic in the program which must include the following:
  - i) A copy of signed, dated and complete employment application, with the completed drug and alcohol questionnaire.
  - ii) A copy of the valid Florida driver's license, with the driver's permanent address.
  - iii) A copy of the compliant MVR and Level 2 background screening run prior to the employee's hiring.
  - iv) Copies of all certificates for all training which the employee has successfully completed. This includes drug and alcohol training.
  - v) A copy of the employees' I-9 form or INS card, indicating his/her right to work in the U.S.
  - vi) A copy of the employee's social security card.
  - vii) A copy of the physical examination card and all required drug and alcohol screening, up to an including a negative pre-employment FTA drug test.
  - viii) This file should also include all verifiable complaints and compliments and any written reprimands and/or commendations from the Vendor regarding the driver's performance on Connection project.

- ix) These files must not only be maintained for current employees but for former drivers as well for a period of five years.

## 20) PROJECT MANAGER

- a) Subject to Connection approval, the Vendor will designate a Project Manager who is capable of acting for and on behalf of the Vendor in the day-to-day service delivery.
- b) The Project Manager will be a full-time employee and will work at the Vendor facility from which this project/contract is performed.
- c) The Project Manager will have a minimum of five (5) years management experience in the area of specialized paratransit services for seniors and people with disabilities.
- d) The Project Manager must also speak, write, and understand English fluently.
- e) The Project Manager will have an in-depth knowledge of the Trapeze Paratransit Scheduling Software or other paratransit scheduling software.
- f) If, for any reason, the Vendor replaces the Project Manager, the new Project Manager will meet the terms outlined herein, and his/her designation by the Vendor as Project Manager is subject to Connection approval.
- g) The Project Manager and senior staff shall be available via cell phone during all hours of service.
- h) The Project Manager (or his/her designee) shall have the authority to make all decisions and take all actions necessary to meet the provisions of this contract.
- i) The Project Manager must be familiar with and understand all Federal, State and County requirements, including the Americans with Disabilities Act (ADA), 49 CFR, Sections 37 and 38, the requirements of the Florida Transportation Disadvantaged Program Chapter 427, F.S. and Section 41-2, F.A.C., drug and alcohol regulations, all requirements of Chapter 14 90, F.A.C. and all applicable provisions of the Palm Beach County Vehicle for Hire Ordinances, as all may be amended or superseded from time to time.

## 21) TRAINING

- a) The Vendor is required to provide training to all employees appropriate to their specific responsibilities.

- b) Drivers, dispatchers and all other employees who communicate with Connection customers are subject to the training requirements named in this Scope of Work and any other requirements established by Connection during the term of the contract.

## 22) ROAD SUPERVISORS

- a) The Vendor shall have on duty during all hours of operations, throughout the contract term, Road Supervisors to oversee their drivers and/or contractors are conducting themselves in accordance with the policies of Palm Tran Connection as well as all requirements of this contract.
- b) Supervisors shall be deployed in a manner consistent with the system demand and the contractors operating plan, and shall be equipped with the appropriate communications and safety equipment, and assigned to a designated Support Vehicle suitable for response to emergencies, in-service problems, accidents and other events.
- c) All Road Supervisors must have the ability to interact with our customers and possess excellent written and oral communication skills, superior problem solving skills in addition to thorough knowledge of the paratransit industry.
- d) For the purpose of this contract a Road Supervisor, is an employee of the vendor, whose primary function is to be in the field working with the drivers and customers.

## 23) SCHEDULING

- a) Connection will provide all scheduling on dedicated vehicles under Model One.
  - i) Adjustments of trips on dedicated vehicle routes cannot be made without Connection approval unless moved to other dedicated vehicle routes.
  - ii) Service scheduled by Connection will be scheduled to achieve a minimum of 2.10 completed passenger trips per hour.
  - iii) The Vendor is prohibited from transporting anyone on a Dedicated Vehicle not specifically authorized by Connection, in the performance of this contract. All non-Vendor personnel on the vehicle must be reported as customers, escorts or PCA's.
  - iv) The Vendor shall not assign a trip(s) to any route which has the effect of initiating service before the Connection assigned start time established on the original daily manifest/schedule or extending the end of the Connection scheduled route by more than fifteen (15) minutes beyond the scheduled route end time without having first obtained Connection's approval.

- v) The Vendor shall not be compensated for any revenue service hours beyond those scheduled by Connection on the original manifest/schedule presented to the Vendor for each day of service unless the additional hours are requested by Connection to meet additional demand or result from incidents that require an additional vehicle(s) to be placed into service as a result of no fault of the Vendor.
  - vi) Trips cannot be moved from dedicated to non-dedicated vehicles without Connection approval.
  - vii) Connection shall not compensate the Vendor for any additional service hours that result from the Vendor's failure to meet Connection's service requirements as initially scheduled or established in the original daily manifest/schedule for each route.
  - viii) Connection will not schedule any route that exceeds twelve (12) driving hours, including deadhead.
  - ix) The Vendor shall receive a minimum of six (6) hours per day per route on all Connection scheduled dedicated routes (except for split shift routes), excluding any out of service time in which the vehicle is not available, for routes scheduled by Connection. All routes will have a pre-scheduled one hour mid-day break per day. The time of this break may be adjusted as needed based on demand but may not be removed from the schedule.
  - x) Connection scheduled dedicated routes will also be scheduled as split shifts in which the total hours for the day shall be a minimum of seven (7) hours per day per route scheduled in two (2) blocks of work. Each block of work shall have its own first pick-up and last drop-off. Split shifts will be limited to no more than 20% of Connection scheduled routes.
  - xi) The Vendor shall not be paid for scheduled idle time, lunches, breaks, the time between split shifts, personal time or time lost in which the route is out of service including vehicle breakdown. The Vendor must schedule a lunch/break for any driver whose down time exceeds one (1) hour on Connection scheduled routes.
- b) The Vendor will schedule all non-dedicated service under Model One and Two.
- i) The Vendor may adjust pickups times in order within the pickup window as needed to facilitate multi-loading. The Vendor may adjust the pickup up to thirty (30) minutes outside of the window, as long as the customer is informed of the change.
  - ii) Travel time shall not exceed a reasonable length of time with a maximum of two (2) hours.

#### 24) SCHEDULERS

- a) Vendors must include in their proposal a written description of their proposed scheduling procedures and staffing.
- b) The Vendor shall provide a sufficient number of qualified and trained staff to review, refine and adjust all run start and end times and trips scheduled to Non-Dedicated runs prior to the service day, initiate call-backs of passengers as needed to adjust scheduled services, monitor and adjust service resources to maximize system efficiency and performance, and analyze service performance.

#### 25) DRIVER QUALIFICATIONS

- a) Prior to performing under this contract, the Vendor must ensure that all drivers utilized on this project/contract meet all of the following requirements:
  - i) All drivers must undergo a Level 2 background screening as required by 430.0402(b), F.S. and described in 435.04, F.S.
  - ii) All drivers must pass a ten (10) year criminal background check with the Florida Department of Law Enforcement (FDLE) before being put into service. Background checks must be rechecked no less than every eighteen (18) months.
  - iii) Drivers will not be used in the performance of this contract if they have been convicted of a felony offense involving murder, attempted murder, assault, sexual assault or battery, theft, fraud, burglary, grand theft auto, vehicular homicide, robbery, crimes against children and/or adults, a felony offense including drug related incidents, or other offenses related to the performance of this contract.
  - iv) For the purpose of the contract, a conviction includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest.
  - v) The driver must not have been convicted of a serious traffic violation such as driving under the influence of alcohol or drugs, leaving the scene of an accident, using a vehicle in the commission of a felony, reckless driving and/or reckless endangerment within the last five (5) years.
  - vi) Each driver must undergo a commercial and personal driving record check with the Florida Department of Highway Safety and Motor Vehicles and/or from a previous address if in Florida less than five (5) years.

- vii) The driver must not have accumulated more than five (5) points within the previous twelve (12) months or during any twelve (12) month period in this contract.
- viii) The driver must not have had a driver's license suspended or revoked for moving violations within the last three (3) years.
- ix) The driver must have held a valid Driver's License from any U.S. State for the last three (3) years.
- x) All drivers must be able to speak and understand English, and drivers must be proficient in writing English to successfully complete all paperwork required for this contract, including, but not limited to, vehicle manifests, incident and accident reports.
- xi) Drivers of vehicles must pass a pre-employment physical and drug/alcohol test in accordance with U.S. Department of Transportation requirements. Drivers and all other employees performing safety-sensitive function(s) will satisfy the requirements of the Vendor Drug and Alcohol Testing Program, which will be administered in accordance with the requirements of 49 C.F.R., Parts 40 and 655, as they may be amended or superseded from time to time.
- xii) Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the Vendor's obligations:
  - (1) Assisting passengers in getting to, on and off the vehicles.
  - (2) Securing mobility devices within the paratransit vehicle.
  - (3) Assisting passengers with the carrying of small packages.

## 26) DRIVER DUTIES

- a) Drivers will be professional and courteous at all times. Drivers, who yell, swear or insult passengers shall be removed from the performance of services under this contract.
- b) When drivers meet customers, the drivers are required to identify themselves as Connection drivers employed by their Vendor.
- c) Prior to beginning the trip, drivers are required to ensure that all passengers are wearing seatbelts and shoulder harnesses and that all mobility devices are properly secured. If requested by the passenger, drivers will assist with securing seatbelts. Drivers are required to wear their seatbelts and follow all traffic laws.

- d) Drivers are required to request, but they are not permitted to insist, that customers who use scooters and who are able, transfer to a seat rather than ride on the scooter. If the customer does not transfer, the driver must make every effort to secure the scooter.
- e) Before the customer exits from the vehicle, drivers are required to complete the manifest.
- f) If the customer indicates that he/she is unable to sign the manifest, the driver is required to mark the signature line with an "UTS," thereby indicating that the customer was unable to sign for himself/herself.
- g) Before a customer exits the vehicle, drivers are required to assist the customer in locating and/or gathering and removing all personal belongings brought on board.
- h) Drivers are prohibited from playing loud music or using a cell phone for any purpose while in operation of the vehicle.
- i) Drivers are prohibited from smoking, at all times while on board the vehicle and/or while assisting customers.
- j) Drivers are prohibited from eating or drinking while a customer is on board the vehicle.
- k) Drivers are required to notify their dispatcher of any incident involving the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle or any other unusual incident. Verbal notification, via the two-way communication system required by this Scope of Work, must take place immediately and a written report, whose format will be determined by Connection.
- l) Drivers are prohibited from taking customers to any other address other than that specified on the manifest/schedule. If the customer insists on a different address, the driver must contact the dispatch office and obtain authorization from Connection before deviating from the address listed on the manifest.
- m) Drivers are restricted from having social contact with any customer during the performance of services under this contract and are strongly discouraged from having contact with customers at any other time.
- n) While on duty, drivers of vehicles are required to wear a uniform, approved by Connection. All drivers must appear clean and neat and present a professional image and wear pants or shorts with a tucked in, collared, polo type shirt.



- o) All drivers are required to wear the Photo I.D. Badge, which Connection provides after the drivers' successful completion of the driver test, on the upper left side of their uniform hanging from their collar.
- p) When drivers leave the Vendors employment, the Vendor is required to collect and return the Photo I.D. badges in the driver's personnel file, for the duration of the contract.
- q) Drivers are prohibited from distributing any materials to customers which has not been pre-approved, in writing, by Connection.

#### 27) DRIVER TRAINING

- a) Prior to transporting customers, drivers will successfully complete all training requirements specified herein, as they may be amended from time to time, and undergo a test given by Connection under which they will be required to demonstrate their competency, at a level deemed acceptable by Connection, of all the training they have received. No employee will be permitted to take the Connection administered test more than twice. Upon successful completion of Connection administered test, the driver will be issued a Connection ID Badge. The Vendor will train and certify all drivers before being tested by Connection. Only after successful completion of the written and vocational test will a driver be issued a photo ID badge from Connection.
- b) Drivers must also be trained by the Vendor, for a minimum of eighty (80) hours, to be proficient in the following areas:
  - i) Know, understand, follow and implement Connection policies and procedures that are provided to them.
  - ii) Know, understand, follow and implement disability recognition and sensitivity.
  - iii) Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training.
  - iv) Ensure sensitivity to and safe transport of, persons with disabilities.
  - v) Basic professional courtesy, customer service and the elimination of attitudinal barriers.
  - vi) Passenger assistance techniques for passengers with: wheelchairs (including 4-point wheelchair tie down procedures), walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/cognitive impairments, Alzheimer's Disease, seizure disorders, and a basic explanation of dialysis treatment and its effect on the customer's stamina during transport.

- vii) Dealing with Service Animals.
- viii) Emergency Evacuation Plans.
- ix) Defensive Driving Skills, per National Safety Council standards, or an equivalent program.
- x) Know and understand local geography. Local geography training must include locations of public and private agencies, points of interest, and other locations to which Connection customers are likely to travel.
- xi) The proper handling of assigned vehicles.
- xii) The use of the Vendor two-way communication system and any other inter-connective device, mechanism or software used by the Vendor to perform the contract.
- xiii) The securement and storage of mobility devices.
- xiv) The use of child safety seats required under this contract.
- xv) The use of all safety equipment on board the vehicle.
- xvi) Steps to take in the event of an accident, incident, or breakdown.
- xvii) Any other aspects which contribute to the safety, comfort and efficiency of Connection service.
- xviii) The understanding of the use of the manifest.
- xix) How to read a map. The standard map which will be used is the Palm Beach County Road Atlas (as annually updated). This is also the map which will be used during driver testing. It is the Vendors' responsibility to supply these map books.

## 28) DISPATCHING

- a) The Vendor will employ a sufficient number of dispatchers, per the proposed staffing plan, so as to ensure timely processing of same-day schedule changes and cancellations while maintaining continuous two-way communication with all vehicles on this project.
- b) Dispatchers will be responsible for the live monitoring of service delivery, adjustment of routes to maintain on-time performance, customer contact, providing written reports of any accidents/incidents, assisting drivers with directions and assistance.

- c) For the term of this contract, Connection will supply a centrally located dispatch office where the Vendor will station dispatch staff.
- d) Connection will supply the office space and computer software for up to fifteen (15) dispatch work stations.
- e) Dispatchers will be required to correctly input the time of each pick-up and drop-off into the computer database.
- f) Dispatchers will be notified by the drivers of each pick-up and drop-off of each client within five (5) minutes of the occurrence.
- g) The Vendor is required to have a Dispatch Manager at Palm Tran's Dispatch Center during all hours of operation.
- h) If the driver will not arrive within the scheduled pickup window, the dispatcher will contact the rider and inform them of the delay.
- i) All on-site dispatchers must pass a ten (10)-year criminal background check with the Florida Department of Law Enforcement (FDLE) before being put into service. Background checks must be rechecked no less than every eighteen (18) months.
- j) On-site dispatchers will not be used in the performance of this contract if they have been convicted of a felony offense involving murder, attempted murder, assault, sexual assault or battery, theft, fraud, burglary, grand theft auto, robbery, crimes against children and/or adults, a felony offense including drug related incidents, or other offense related to the performance of this contract.
- k) For the purpose of the contract, a conviction includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest.
- l) The Vendor shall utilize Connection supplied Trapeze software for all dispatch functions. This includes route assignments, the tracking of vehicle arrivals at all stops, including gate times, vehicle and driver assignments, trip transfers and trip billing in a "live" environment.
- m) Dispatch requirements apply to the Vendor, subcontractors and DBE contractors. If the vendor proposes to have all alternate dispatch site which supports the operation, they must include an operational plan which details how the interaction will occur in a live environment.

## 29) DISPATCH TRAINING

- a) Prior to providing on-site dispatch functions, on-site dispatchers will successfully complete a training program provided by the Vendor, and undergo a test given by Connection under which they will be required to demonstrate their competency, at a level deemed acceptable by Connection, of all the training that they have received. No employee will be permitted to take the Connection administered test more than twice. Upon successful completion of the Connection administered test, the dispatcher will be issued a Connection ID Badge. The Vendor will train and certify all dispatchers before requesting a photo ID badge from Connection. At a minimum, training will include, but will not be limited to:
  - i) Knowledge of local geography and major trip generators.
  - ii) Use of two-way communication systems and all other inter-connective devices.
  - iii) Trapeze and all necessary software programs used as directed by Connection.
  - iv) The proper use of safety equipment on board the vehicle.
  - v) Training of all emergency accident procedures.
  - vi) Use of securement devices and child safety seats.
  - vii) Passenger Assistance Techniques (PAT), and disability awareness.
  - viii) Emergency Evacuation Procedures.
  - ix) Customer courtesy and problem resolution.
  - x) Connection policies and procedures that are provided to the Vendor including fare collection and passenger types.

## 30) CONTINUING TRAINING REQUIREMENTS

All employees who have direct contact with Connection customers are required to undergo a refresher test each year and demonstrate to Connection's satisfaction of their ongoing mastery of Connection's training and other relevant contract requirements. The test will be administered by Connection.

### 31) DISPATCH AND RADIOS

- a) The Vendor is required to install a two-way communication system, approved by Connection, which allows for continuous voice communication between dispatchers and drivers throughout Palm Beach County.
- b) The Vendor shall not permit any unauthorized individuals to communicate on the system.
- c) The Vendor will supply and maintain Connection with at least two (2) portable base station type radios for monitoring purposes and for use during emergency evacuations.

### 32) VEHICLE TYPES

- a) The Vendor is required to provide sufficient vehicles to meet its obligations under the provisions of this contract. All of these vehicles must be in accordance with all requirements outlined herein.
- b) The Vendor must supply:
  - i) The Vendor is responsible for having sufficient capacity to transport all customers within the requirements the Americans with Disabilities Act and as otherwise provided in this RFP.
  - ii) The vendor is responsible for having sufficient vehicles (including accessible vehicles) so that all customers will be picked-up within 15 minutes of their requested time with actual pickups to be completed with-in 30 minutes of the scheduled pick-up time and drop-offs done prior to required time.
  - iii) The Vendor's proposed fleet must contain a minimum of 60% wheelchair accessible vehicles.
    - (1) Half of all wheelchair accessible vehicles must be ADA compliant cutaway type vans that accommodate, at a minimum, six (6) ambulatory customers, and including two (2) common wheelchair securement positions with a transit style front door and ambulatory stairwell. This does not include spare vehicles. Vehicles will be white in color with a distinctive green stripe.
    - (2) Fifteen (15) vehicles will be cutaway vans that accommodate, at a minimum, twelve (12) ambulatory customers, and including two (2) common wheelchair securement positions with transit style front door and ambulatory stairwell. This does not include spare vehicles. Vehicles will be white in color with a distinctive green stripe.

- iv) A minimum of Five (5) wheelchair equipped vehicles with a lift size of thirty-four (34) inches wide by fifty-four (54) inches long.
- v) In addition, the Vendor must submit a fleet composition for all additional vehicles needed to provide service to Connection.
- vi) "High-top" style vehicles are not to be used in the performance of this contract.
- vii) Any sedan type vehicle used in performance of this contract must be mid-size or full-size (preferred) with four doors.
- viii) Any minivan used in performance of this contract must have both driver and passenger side doors, with side sliding doors preferred.
- ix) If the needs of Palm Tran Connection change after the first year of the contract, the vehicle composition may be amended at the direction of Palm Tran's Executive Director.
- x) The Vendor, in order to meet increased demand, is required to provide additional vehicles and sufficiently trained drivers within TWENTY (20) DAYS of receipt of written notice from Connection. Nothing contained in this document shall preclude Connection from adding additional Vendors, if in the sole discretion of Connection, the Vendor lacks sufficient capacity or is unable to provide the required additional capacity or if Connection determines that program services will be improved by the addition of another Vendor.

### 33) VEHICLE STANDARDS

The following applies to both dedicated and non-dedicated service.

- a) All lift-equipped vehicles will be equipped with a wide wheelchair lift that has thirty-four (34) inches of useable platform width and a minimum eight-hundred (800) pound weight capacity.
- b) All 6/2 and 12/2 vehicles must be equipped with a manually operated, outward opening "transit style" door located opposite the driver. The door shall have a clear opening width of twenty-three (23) inches (minimum) as measured from inside edge to inside edge of door frame and a full height of eighty-two (82) inches (minimum) clear "walk-in" headroom as measured from the top of the front first step to the entrance header. All seats on board every vehicle must be equipped with either armrests or padded grab handles.
- c) The Vendor is required to display Connection logo whose design will be provided by Connection. The Vendor will purchase and install the logos. The vehicle will also display the Vendor name, telephone number and a "Vehicle Identification Number" on the exterior of the vehicle, in two (2) inch black letters. The exact specifications for placement will be determined by Connection.

- d) The Vendor may allow for advertising on the rear of the vehicle and the interior only. The Vendor is prohibited from displaying any advertising material on the exterior and interior of any vehicle performing work on this contract, until approved by Connection. Advertising must meet Connection standards. The Vendor must supply Connection a statement of records associated with any advertising contracts.
- e) The wheelchair securement system must comply with the Americans with Disabilities Act, (ADA) SAEJ2249 and ISO 10542, as it may be amended from time to time. Wheelchair securement system belts must be retractable to prevent accidental tripping and swivel to accommodate wheelchairs of various widths. Wheelchair securement system securing retractors must be self-locking and self-tensioning to automatically take up slack which does not require the driver to manually adjust tension with a "J" shape end for ease of use. All four (4) wheelchair securement system securing retractors must be the same size and shape to be interchangeable to avoid placement confusion. The occupant restraint system must have an emergency locking retractor with retractable height adjuster. Wheelchair securement systems must be of an "L" track design. All wheelchair securement systems will accommodate forward facing mobility devices.
- f) All ambulatory seating will be forward facing.
- g) Lifts and entrance ways will be in compliance with ADA requirements.
- h) Each vehicle will have an interior rear view mirror and side view mirrors mounted on both sides of the vehicle and will have unobstructed vision on all sides. Each vehicle will have sufficient functioning lights within the interior compartment and will have a functioning horn and all standard equipment safety features (e.g., hazard flashers, etc.) will be maintained in operable condition. Flooring (aisles, steps, and floor areas) must be slip resistant to ensure customer safety.
- i) Each vehicle will have functioning mechanisms that ensure all doors are capable of being opened from the inside, and remain closed and secure while the vehicle is in motion.
- j) Each vehicle must have a working air conditioning system and its performance is of paramount importance to Connection. Particular attention should be directed to the high summer temperatures, and humidity factors found in Palm Beach County, Florida. The performance of the air conditioning system offered shall be maintained to the manufacturer's specifications and demonstrated to Connection's satisfaction.
- k) Each vehicle will have a functioning speedometer, properly calibrated, indicating speed in miles per hour and an accurate functioning odometer indicating distance traveled in units of tenths of a mile.

- l) Connection reserves the right to remove any non-compliant vehicle from service at the cost of the Vendor. All vehicles must be re-inspected by Connection before being put back into service. Service provided on a vehicle not authorized by Connection will not be paid for the service performed until the re-inspection has been completed, and the Vendor shall be subject to an assessment of Liquidated Damages for each day the vehicle is in service.
- m) Vehicles are forbidden from being fueled while in revenue service or with customers on board. If the Vendor is found fueling during revenue service the vehicle will be considered a non-compliant vehicle and will not be paid for the revenue hours.
- n) No vehicle used in dedicated shall exceed one (1) model year of age at the start of the contract.
- o) Any vehicle older than three (3) model years of age must be re-inspected no less than semi-annually.
- p) No vehicle used in dedicated shall exceed five (5) model years of age any time during the term of the contract or exceed 250,000 miles.
- q) No vehicle older than seven (7) model years of age will be used in non-dedicated service.
- r) Vehicles not dedicated to Connection service must be in full compliance with local vehicle for hire ordinances.
- s) All vehicles must be inspected by Connection Staff prior to providing service under this Contract. Connection reserves the right to remove any non-compliant vehicle from service at the cost of the Vendor. All vehicles must be re-inspected by Connection Staff before being put back into service. Service provided on a vehicle not authorized by Connection will not be paid for the service performed until the inspection has been completed, and the Vendor shall be subject to an assessment of Liquidated Damages for each day the vehicle is in service.
- t) No vehicle will be operated without all required safety equipment on board at all times.



- u) All vehicles must be free of all body damage while in service. Only vehicles with minor body damage that does not affect the safety or performance of the vehicle may be placed into and used in service if a written waiver of the requirement that vehicles be free of all body damage while in service has been obtained in advance of the vehicle being placed into service from Connection's contract Representative/Liaison. A waiver may not be granted for a period in excess of fourteen (14) calendar days. Any vehicle found to have body damage without a written waiver or placed in service in excess of said fourteen (14) day period shall constitute an event of contract non-compliance and the Vendor shall be subject to an assessment of Liquidated Damages for each day the vehicle is in service. Payment will not be made for services provided on a non-compliant vehicle.
- v) Passenger compartments will be free from torn or excessively worn floor coverings or upholstery. Seats will not be broken, damaged or have protruding sharp edges.
- w) Each vehicle will have an interior sign stating that smoking on the vehicle is strictly prohibited and that eating and drinking are prohibited unless medically necessary.
- x) Connection will provide interior placards for each vehicle that state a toll-free telephone number and address for lodging complaints/commendations is available to be posted inside each vehicle.
- y) The Vendor must maintain a current list of active/inactive vehicles for the Connection program and report them to Connection Staff on a weekly basis, or as often as requested. If a dedicated vehicle breaks down or is involved in an accident while in service, the Vendor shall dispatch a back-up vehicle to the site of the breakdown. The back-up vehicle shall be dispatched and placed in route within fifteen (15) minutes of breakdown notification.
- z) All vehicles must be inspected by Connection prior to providing service under this Contract. Connection reserves the right to remove any non-compliant vehicle from service at the cost of the Vendor. All vehicles must be re-inspected by Connection Staff before being put back into revenue service. Service provided with a vehicle not authorized by Connection Staff will not be compensated for trips performed. Additionally, the Vendor shall be subject to an assessment of Liquidated Damages for each day the vehicle is in service.
- aa) A dry chemical, type A-B-C fire extinguisher with a minimum of a five (5) pound capacity equipped with a pressure gauge, mounted and easily accessible to the driver.
- bb) A non-expired first aid kit with a minimum of twenty-two (22) items as specified by the Florida Department of Transportation, Public Transit Office, Technical Specifications for Modified Vans (Document FVPP00-01-MV), shall be mounted in each vehicle at a location easily accessible to the driver. The following twenty-two (22) items shall be contained in each first aid kit:

i) Contents	Amount
Deluxe Kit, Metal, Empty	1 Box
Clean Wipes 50/bx	5 Each
Antibacterial Towelettes	20/Box / 1 Box
Tape, ½" X 5 Yd. Spool	1 Each
Eye Wash, Sterile	1 Each 4 oz.
Sheer Strip 1"	100 Per Box
QR Wound Seal	2 Per Package
Sterile Dressing 5' X 9"	1 Each
Elastic Roller Gauze N/S	2" X 4.5 YD, 1 Each
Pain-Aid	100 Per Box
1st Aid Pocket Guide	1 Each
Small Instant Ice Pack	1 Each
Bandage, Triangular 40" N/S	1 Each
3-in1 Antibiotic Ointment	6 Per Unit, 1 Each
Fingertip bandages	10/Unit, 1 Each
Gauze Pads, 3" X 3"	1 Each
Knuckle Bandages	10/Unit, 1 Each
Water-Jell Burn Jell	6 Per Box, 1 Each
Eye Pads w/ Adhesive Strips	2/Unit, 1 Each
Nitrile Gloves, Large	2 Pairs, 1 Each
Disposable Tweezers, Sterile	1 Each

cc) Three (3) safety triangles secured in a convenient location which will not interfere with passengers.

dd) Blood borne pathogen spill kit ("Bio-Hazard Kit").

ee) Emergency web-cutter.

ff) Seatbelts for all occupants of the vehicle including the driver.

gg) A "posey belt" for each wheelchair position.

hh) Any other equipment, agent, product or material required by Federal, State or local law or which may be required by Connection.

#### 34) VEHICLE INSPECTIONS

- a) Palm Beach County, Florida Department of Transportation (FDOT), Federal Transit Administration (FTA), the Commission for the Transportation Disadvantaged (TD), and any other governmental entity with regulatory control over the program services may conduct periodic inspections of vehicles in use for this program.
- b) The Vendor and sub-Vendor's vehicles must be inspected by Connection before they are put into service. Vehicles that pass the inspection will have a Palm Tran Connection inspection sticker placed on it. Each vehicle will be re-inspected, at least, annually.
- c) Inspections will not interfere with service obligations but may be conducted with or without notification at the Vendor facilities.
- d) Spot checks will be carried out while vehicles are in service.
- e) Any vehicle that does not meet the required standards will be immediately removed from service, until such time as necessary corrective actions are taken. Such removals will not relieve the Vendor from any responsibilities of this contract. Any vehicle pulled from service must be re-inspected by Connection before being placed back into service. Payment will not be made for services provided on any vehicle which has not been re-inspected before being put back into service.
- f) All vehicles proposed to be used for Connection service must be available for inspection no less than ten (10) days prior to the start of the contract.

#### 35) VEHICLE FILES

- a) The Vendor must maintain an updated copy of its' compliant System Safety Program Plan (SSPP) for the term of the contract.
- b) The Vendor must also maintain a file for each vehicle in revenue service. This file must include the following information:
  - i) A copy of the vehicle's valid registration.

- ii) A copy of any maintenance report including all scheduled and ad-hoc repairs (pre-trip, preventative or annual Inspections must also be in the vehicle file) performed on the vehicle.
- iii) Any accident or injury reports involving the vehicle.
- iv) The Vendor must keep copies of all accident/incident reports as well as any correspondence or documentation which results from them.
- v) The Vendor must keep all insurance certificates current and on file at all times. Additionally, the Vendor must provide current copies to Connection as they are received by their insurance provider.
- vi) Use of vehicles not meeting the specifications will be deemed a breach of contract.
- vii) All vehicles will comply with all provisions of all applicable federal, state, local and County requirements, including the Americans with Disabilities Act (ADA), 49 CFR, Sections 37 and 38, the requirements of the Florida Transportation Disadvantaged Program Chapter 427, F.S. and Section 41-2, F.A.C., all requirements of Rule Chapter 14 90, F.A.C. and all applicable provisions of the Palm Beach County Vehicle for Hire Ordinances, as any or all may be amended or superseded from time to time.
- viii) No driver is allowed to operate any vehicle that does not meet all of these requirements.

### 36) REQUIRED VEHICLE MAINTENANCE PROCEDURES

- a) All vehicles must be maintained in good overall operating condition in accordance with all requirements outlined herein.
- b) Vehicle exteriors will be washed and interiors will be swept and cleaned daily before the vehicle is put into service. Once a week all vehicles must undergo a deep cleaning and sanitizing by washing all windows, seats, floors, seatbelts, lifts, etc., with a germ killing cleanser. All vehicles will have their exteriors free of broken mirrors, broken or cracked windows, graffiti, grime, rust, chipped paint, dents, and body damage. Each time the vehicle is cleaned a record will be kept for a minimum of fourteen (14) days in the vehicle. This record must state what was washed, who washed it, and when it was washed.
- c) Each vehicle will be water tight and free of leaks. The engine compartment will also be free of leaks from oils and fluids.
- d) To ensure that vehicles are maintained in proper working order, the Vendor is required to utilize the following maintenance procedures:

i) PRE-TRIP INSPECTIONS:

- (1) Pre-Trip inspections are required to be performed according to Florida Administrative Code 14-90.006.
- (2) Records of such inspections will be retained by the Vendor for at least one (1) year from the date of inspection.
- (3) The Vendor is required to conduct a pre-trip inspection for each vehicle prior to its use in service each day.
- (4) This pre-trip inspection will include a visual inspection of the vehicle's interior and exterior. This will ensure that all the requirements outlined in the Florida Statute and Company Policy are checked. This check must include, at minimum: cycling of the wheelchair lift, and checking of all fluids, including fuel, oil, brake fluid, etc.
- (5) The results of the pre-trip inspection are to be documented on a "Pre-Trip Inspection Form," which is to be maintained by the Vendor. Any vehicle which fails the pre-trip inspection will not be placed into service.
- (6) Any vehicle placed into service which does not meet the pre-trip requirements will be treated as a non-compliant vehicle.
- (7) The Vendor must allow a minimum of ten (10) minutes for all wheelchair equipped vehicles and five (5) minutes for all non-wheelchair vehicles for drivers to perform a pre-trip inspection. Pre-trip time is not reimbursable. Failure to correctly complete a pre-trip inspection will result in the vehicle being treated as non-compliant vehicle.

ii) PREVENTIVE AND REGULAR MAINTENANCE:

- (1) The Vendor is required to perform all preventive and regular maintenance in accordance with the manufacturers' recommendations and the Vendor's System Safety Program Plan.
- (2) The Vendor is required to maintain written (electronic files will be acceptable) documentation of any maintenance or repair to each revenue service vehicle. The documentation must include: the date of the service, current mileage, VIN /plate/vehicle numbers and the type and extent of the service being performed. Such documentation will be retained by the Vendor for the duration of the contract. All maintenance must comply with Section 14-90.004 of the Florida Administrative Code.

- (3) All mechanics will have a valid Automotive Service Excellence (ASE) certificate for the specialty they are performing.

### 37) ACCIDENTS AND INCIDENTS

- a) The Vendor is required to notify Connection Staff immediately, by fax, phone, email or two-way communication, of all road calls and accidents or any incidents which disrupt service or involves a Connection vehicle.
- b) If the accident or incident involves one or more Connection customers, the Vendor is required to notify Connection immediately upon becoming aware of the accident or incident.
- c) The Vendor is required to provide a detailed written report, including supplying all supporting documents, to Connection Staff within twenty-four (24) hours of becoming aware of the accident or incident. The Vendor must furnish copies of law enforcement reports as they become available.
- d) Safety Sensitive Employees must be sent for a drug/alcohol test per regulations and policy.
- e) At the request of Connection Staff, the Vendor will make any employee involved in an accident or incident available for questioning. Additionally a Vendors' employee may be asked to act as a witness for Connection in any litigation that may result from or arise out of any act or omission of the Vendor.

### 38) COMMENTS AND COMMENDATIONS

- a) Connection will record all complaints and will determine to whom the complaint should be directed for research and resolution.
- b) When the Vendor receives a complaint from Connection, the Vendor is required to research the complaint with its personnel and take corrective action as necessary.
- c) The Vendor is then required to provide a response to Connection as to how the complaint has been addressed as well as what corrective actions, if any, have been taken to avoid future complaints of the same nature. The Vendor must provide the driver's name and a copy of the manifest with each complaint.
- d) The Vendor is required to respond to service complaints within forty-eight (48) hours of it being entered in the Trapeze Paratransit Scheduling Software Com Module. Any complaint not responded to within forty-eight (48) hours will be converted to an LQD which will be assessed daily for each day the complaint response is late.

- e) If the complaint involves an accident, safety or serious misconduct, the Vendor is required to respond within twenty-four (24) hours or less.
- f) Connection will review complaint responses, and if Connection staff deems the response to be inadequate, will redirect the complaint to the Vendor for further action. The requirement to answer all complaints within forty-eight (48) hours remains in effect even if the complaint is returned to the Vendor.
- g) In all cases, Connection is the final arbiter as to whether or not complaints have been adequately resolved by the Vendor.
- h) Connection will also record commendations; however, the Vendor may also accept commendations directly and forward them to Connection.
- i) At the direction of Connection, designated Vendor personnel may discuss specific complaints with Connection customers or their representatives. All Vendor personnel are prohibited from taking any actions against any individual who has made complaints in connection with this contract.
- j) Any complaint filed by a customer in which the vehicle arrive to transport a customer more than fifteen (15) minutes after the close of the scheduled pick-up window, as shown on the vehicle manifest/schedule, will automatically be ruled as valid.
- k) The Vendor will be charged with a valid complaint when Connection determines that the Vendor has failed to provide service in accordance with either the requirements of this Scope of Work and/or in instances where the Vendor response to a complaint is inadequate or incomplete.
- l) Issues which may generate complaints include, but are not limited to: cell phone usage, late vehicles, unclean vehicles, unsafe vehicles, impolite personnel, unsafe securement practices, unsafe driving, music on board the vehicle, etc.

### 39) VEHICLE MANIFESTS/SCHEDULES

- a) Connection will electronically provide time indexed vehicle routing for each Connection Scheduled route in the form of a vehicle manifest or schedule (Model 1). The manifest will be supplied no later than 6:30 p.m. nightly.
- b) Trip information for non-dedicated services (Model 1 & 2) will be available no later than 6:30 p.m. nightly.
- c) Route start times will vary based on daily demand and service needs.

- d) The Vendor is required to print and then deliver the vehicle manifest/schedule to the driver or Sub-Vendor.
- e) All drivers are required to write Connection specified information on the vehicle manifest/schedule as they proceed with their routes.
- f) Information entered on the vehicle manifest/schedule will include, but not be limited to: the actual time and odometer reading for each pick-up and drop-off, driver name, vehicle number each customer's signature, and fare collection information.
- g) The Vendor is required to ensure that all vehicle manifests/schedules are completed correctly and legibly by the driver and that these manifests are forwarded to Connection along with the Vendor invoice as set forth.
- h) If the vehicle manifests/schedules are incomplete, inaccurate, illegible, missing signatures or cannot be verified, Connection will return them and will not accept them until they are corrected.
- i) The driver is required to follow the manifest/schedule as provided to them by Connection, unless otherwise directed by dispatch.
- j) The Vendor, under no circumstances is permitted to change, modify, or fail to complete the manifest/schedule without authorization of Connection.
- k) Drivers providing service under this contract are expected to use reason and their discretion and are to be permitted to adjust the pickup and drop-off order of trips in order to improve customer comfort or service efficiency; provided, that, the driver has obtained prior approval from Dispatch, the adjustment is done in a manner which is within the scheduled start and scheduled end time of the route, maintains on-time performance, appropriately responds to the customer's needs, and is in the best interest of Connection's paratransit system.

#### 40) DELIVERY OF COMPLETED VEHICLE MANIFESTS/SCHEDULES

- a) The Vendor is required to provide an invoice, in addition to all completed vehicle manifests for each week (Sunday through Saturday) and supporting documentation to Connection by the close of business on the second Friday after the completion of the billing period. Information received for any prior week's service will not be considered for payment. The complete invoice shall include the following information:
  - i) The total number of billable units and the Vendor billable rate.



- ii) The total amount due to the Vendor based on the Vendor unit rate multiplied by the number of billable units.
- iii) The amount of total fares collected and amount of cash fares retained.
- iv) The number of paratransit tickets being returned by the Vendor.
- v) The returned paratransit tickets should be clearly stamped with "Cancelled" on the front of each ticket. The stamp will indicate that the ticket was used and should be stamped in the middle of the ticket and be large enough to prevent the reuse of the ticket.
- vi) The adjusted total amount which the Vendor is requesting from Connection as payment.
- vii) Vendor shall include all paratransit tickets collected with this invoice.
- b) If the Vendor fails to meet the standard for the timely submission of vehicle manifests for three (3) or more consecutive months, the Vendor is in breach of its contract with Connection and is subject to the default provisions of the contract.
- c) Invoice documentation shall be provided consisting of all manifests, tickets, and any other supporting documents.
- d) Once Connection receives the Vendor's invoice and driver manifests, Connection will verify the information on the Vendor's invoice.
- e) If there is a discrepancy, Connection will work with the Vendor to resolve the discrepancy.
- f) Connection shall pay the Vendor based on the Vendor's unit rate multiplied by the number of billable units less cash fares retained and liquidated damages adjustments.
- g) Invoices received from the Vendor pursuant to this contract will be reviewed and approved by Connection's representative, indicating that services have been rendered in conformity with the contract which will normally take two (2) weeks. Approved invoices will be sent to the County's Finance department for payment which should normally take one week. No payment inquiries will be responded to until the three week processing time has passed. Invoices will normally be paid within thirty (30) days following Connection's representative's approval.
- h) Final Invoice: In order for both parties herein to close their books and records, the Vendor shall clearly state "final invoice" on the Vendor's final/last billing to Connection. This shall constitute Vendor's certification that all services have been properly performed and all charges and costs have been invoiced to Connection. Any further charges, if not properly included on this final invoice, are waived by the Vendor.

#### 41) COMPUTER HARDWARE AND SOFTWARE REQUIREMENTS

- a) The Vendor will supply an adequate number of computers and printers, for use at their base of operations and the dispatch center, in order to meet the obligations of the contract.
- b) The Vendor will supply all business software needed for performance of this contract. The Vendor will supply anti-virus protection and firewall protection on their equipment.
- c) Connection will not support Vendor owned equipment.
- d) The Vendor will supply a high speed data connection for access to the County Network and access to the Trapeze Scheduling Software.
- e) The Vendor is responsible for all consumables, i.e., toner, paper, etc.
- f) Connection will provide assistance in accessing the Trapeze Scheduling Software. All other technical support is the responsibility of the Vendor.
- g) Trapeze is the software used by Connection for all aspects of the paratransit service. All trip reservations will be taken using Trapeze. The Vendor must update Trapeze in a live environment as services are performed. This does not preclude the Vendor from using an alternate software system providing there is live interaction between the Vendor software and Trapeze. If the Vendor intends to use any software other than Trapeze they must submit a plan as to how this software will interface with Trapeze in a live environment. The Vendor must prove to Connection's satisfaction that the interface between systems will work.

#### 42) REPORTS

The Vendor is required to provide data to assist Connection in compiling and completing required daily, weekly, monthly, quarterly and annual reports. Specific reports for which the Vendor will be required to provide information and assistance will include, but are not limited to:

- a) National Transit Database (NTD) report: A template will be provided and the completed report will be due by the 15th of each month for the prior month's data. Xx need sample of NTD xx
- b) Transportation Disadvantaged Annual Operating Report (TDAOR): A template will be provided and the completed report will be due by the 15th of each month for the prior month's data.
- c) Mileage Report - Monthly revenue miles and revenue hours and total revenue miles and hours.

- d) A report of all Disadvantaged Business Enterprise payments will be submitted with all invoices for payment. This report shall include; the date/week of service, date payment was made to the Vendor, invoice number, amount paid to the Vendor, Vendor's cumulative revenue, and for each DBE; date of payment and amount of payment. Report must also show the cumulative payments to DBE Vendors and the weekly and cumulative percentages of participation. This will be required in order to process invoices.
- e) Monthly report of all accidents, incidents and road calls.
- f) A driver roster or Safety Sensitive List of all current drivers will be reported to Connection on Friday for each and every week. Each roster will indicate drivers' name, address, date of birth, driver's license number and expiration date, date of hire, training dates, last drug & alcohol test date, and Motor Vehicle Record (MVR) review date.
- g) Insurance certificates must be on file no less than fifteen (15) business days prior to expiration of the current policy with the approved endorsements.
- h) The assistance may include, but not be limited to: providing records, receipts, reports, etc., answering questions from Connection staff, completing report forms, etc.

#### 43) DBE REQUIREMENTS

- a) The Vendor is expected to maintain at least 30% DBE participation for the term of the contract. DBE participation will be evaluated quarterly and the Vendor is not permitted to fall below the goal for any two (2) or more consecutive quarters. Participation is based on percentage of revenues paid to subcontractors compared to payments received.
- b) DBE providers will not be removed or replaced without prior Connection approval.
- c) xx LQD for not meeting DBE goals - Ron xx
- d) The DBE requirement does not preclude the Vendor from additional sub-contracting opportunities.
- e) All sub-Vendors shall be paid directly by the prime Vendor and not by Connection.

#### 44) OTHER RESPONSIBILITIES

- a) At the direction of Connection, the Vendor may be given additional responsibilities, e.g.:
  - i) Distribute notices, flyers, brochures, surveys and other Connection authorized documents to Connection customers on board Connection vehicles.

- ii) Attend regularly scheduled meetings between Connection and the Vendor, as required by Connection.
  - iii) Attend meetings as required by Connection.
  - iv) During disasters and public evacuation, the Vendor will make available all requested resources to respond to a public evacuation.
- b) The Vendor may perform specific duties, such as storage, maintenance and fueling of vehicles, and/or administrative support services through other facilities and/or through subcontracts. All such arrangements must be approved by Connection. All records, documents, reports, etc. created or received by the Vendor during the performance of this contract shall be maintained at the Vendor's Palm Beach County facility during the term of the contract and within Palm Beach County for five years thereafter unless otherwise provided herein.
  - c) The Vendor, at its own expense, is required to return any personal belongings left on vehicles, within three (3) business days, to the customers who left them.
  - d) The Vendor does not have the ability to refuse transportation of any scheduled eligible rider.

#### 45) LIQUIDATED DAMAGES

- a) Vendor represents and agrees that the damages that will be sustained as a result of the Vendor's breaches as described below are not readily ascertainable, that the sums as described below as liquidated damages for such breaches are reasonable and appropriate given the uncertain nature of the damages that will be sustained by Connection, and that said liquidated damages are not a penalty.
- b) If the Vendor fails to perform the services within the time specified or at the level of performance specified in this contract, the Vendor shall, in place of actual damages, pay to Connection liquidated damages as specified below.
- c) Connection will deduct the payment for assessed liquidated damages from monies due or to become due thirty (30) calendar days after notification of the assessment.
- d) If the County terminates this contract in whole or in part under the Default clause, the Vendor is liable for liquidated damages accruing until the date of termination and service ceases.
- e) The Vendor will not be charged with liquidated damages when the delay or lack of performance is beyond the control and without the fault or negligence of the Vendor as defined in the Default clause in this contract.

- f) On-Time Performance Liquidated Damage: Vendor shall maintain an acceptable on-time performance rate of at least ninety-one (91) percent and shall not establish a pattern of untimely pick-ups. The on-time performance goal is based on the number of completed trips either a) arrived to the destination prior to the requested arrival time or b) picked up within the negotiated pickup window. On-time performance will be determined based upon a review of all service for the calendar month. Liquidated damages in the amount of thirty thousand dollars (\$30,000.00) will be assessed against the Vendor for any month in which on-time performance falls below ninety-one (91) percent. Failure to meet on-time performance standards for (3) three or more consecutive months shall be considered a breach of contract.
- g) Complaint Ratio Liquidated Damage: Complaints will be tallied each month indicating the total number of valid complaints. The complaint ratio standard is established at 1.50 complaints per one thousand (1,000) completed trips in a given month. Complaint Ratio liquidated damages shall be assessed when the Vendor's number of valid complaints divided by the number of trips performed per one thousand (1,000) completed trips for any given month reaches 1.51 or higher as documented by Connection's Monthly Complaint Summary and backup documentation. Liquidated damages in the amount of fourteen thousand dollars (\$14,000.00) shall be assessed against the Vendor when its complaint ratio is 1.51 or higher complaints per one thousand (1,000) trips.
- h) Contract Compliance Liquidated Damage: Each instance of Vendor's noncompliance in the areas of drivers or vehicles shall be assessed a liquidated damage of three hundred dollars (\$300.00) per incident.
- i) Drivers: All drivers (or records) found to be out of compliance with the terms of this contract must be re-inspected prior to being put into or returned to service. This includes all required driver records, drug and alcohol testing, uniforms, ID badge, licenses, registration and training. Payment will not be made for service provided by a non-approved and/or non-compliant driver.
- ii) Vehicles: All vehicles found to be out of compliance with the terms of this contract must be re-inspected prior to being put into or returned to service. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, and accident damage and vehicle condition. Payment will not be made for service provided by a non-approved and/or non-compliant vehicle.
- i) Service Delivery Liquidated Damage: The Vendor shall be assessed a liquidated damage of three hundred dollars (\$300.00) per incident, unless otherwise stated, for each of the below situations for each service delivery violation.

- i) Dwell (Waiting) Time: Drivers are required to wait for a client at a pick-up point for a minimum of five (5) minutes.
- ii) Client Assistance: Drivers failing to provide required assistance to a customer.
- iii) Improper Drop-off: Clients who are dropped off at the wrong address.
- iv) Missed Trips: A trip that was not performed regardless of the reason for non-performance or was performed more than one (1) hour after the end of the pickup window.
- v) No-show tags: Failure of the driver to leave a no-show tag as required.
- j) Failure to start a scheduled route at the scheduled time: One thousand dollars (\$1,000.00).
- k) Reports: Failure of the Vendor to timely submit to Connection a required report, response or document which may include, but not be limited to, monthly reports, operating summaries, employee rosters, lists, accidents, service data summaries, complaint responses, accident reports, failure to maintain the Trapeze database in real time and National Transit Database reports, shall result in the assessment of liquidated damages against the Vendor in the amount of one hundred dollars (\$100.00) per day for every day the report/response document is submitted untimely. Reports/response documents deemed by Connection to be incomplete and/or inaccurate shall be considered untimely.
- l) Failure of the Vendor to respond to ninety percent (90%) of estimated time of arrival (ETA) requests within fifteen (15) minutes of the issuance of the request shall result in a liquidated damage of ten thousand dollars (\$10,000.00).
- m) Failure of the Vendor to notify Connection of any individual who no longer needs service for any reason will result in liquidated damage in the amount of one hundred dollars (\$100.00) per day, per customer. Notification must be made through the Remedy System, or alternative.
- n) The Vendor will remit to Connection the sum of fifty dollars (\$50) for each ID badge that it fails to return.
- o) Notwithstanding the assessment and payment, by the Vendor, of liquidated damages, Connection reserves the right to default the Vendor for cause if the Vendor demonstrates a pattern of substandard performance. Patterns of substandard performance may include but are not limited to: three (3) or more consecutive months of assessment of liquidated damages for the same issue or assessment of liquidated damages exceeding Three Hundred Thousand Dollars (\$300,000.00) in any twelve (12) month period.

- p) Opportunity to cure. The contractor will be given the opportunity to cure any default within thirty (30) days after receipt of the default notice provided that the County may provide an additional period for the cure if the contractor demonstrates to the satisfaction of Connection that there is a reasonable likelihood it will be able to effect a cure if granted such additional time.

#### 46) SERVICE STANDARDS

- a) The Vendor is expected to have no more than one (1) at-fault accident per one hundred thousand (100,000) miles of revenue service. The accident will be classified as at-fault when it is determined that the vehicle was driven in such a way to make due allowances for the conditions of the road, weather, and traffic and to also assure that the mistakes of other drivers did not involve the driver in a collision.
- b) If the Vendor fails to meet the service standard for at-fault accidents at any time, the Vendor is in breach of its contract with Connection and is subject to the default provisions of the contract.
- c) The Vendor is expected to have no more than one (1) road call per ten thousand (10,000) miles of revenue service. A road call is classified as any time trips are transferred off a vehicle due to a breakdown.
- d) If the Vendor fails to meet the mileage between road calls standard of the contract for three (3) or more consecutive months, the Vendor is in breach of its contract with Connection and is subject to the default provisions of the contract.
- e) The Vendor is expected to miss no more than zero percent (0%) of all trips. If the Vendor misses more than one trip per five thousand (5,000) trips performed for three or more consecutive months, the Vendor may be in breach of its contract with Connection and is subject to the default provisions of the contract.

Schedule of Prices and Estimated Quantities – Shared Scheduling				
Contract Year	Unit Type	Units	Rate Per Unit	Annual Total
Contract Year One 2012 - 2013*	Annual Trips	774,428		
	Annual Hours	509,894	\$ ____ / Hour	\$ _____
	Annual Miles	3,174,403	\$ ____ / Mile	\$ _____
			Total:	\$ _____
Contract Year Two 2013 - 2014*	Annual Trips	797,661		
	Annual Hours	514,705	\$ ____ / Hour	\$ _____
	Annual Miles	3,395,475	\$ ____ / Mile	\$ _____
			Total:	\$ _____
Contract Year Three 2014 - 2015*	Annual Trips	821,591		
	Annual Hours	519,515	\$ ____ / Hour	\$ _____
	Annual Miles	3,624,911	\$ ____ / Mile	\$ _____
			Total:	\$ _____
Contract Year Four 2015 - 2016*	Annual Trips	846,239		
	Annual Hours	524,325	\$ ____ / Hour	\$ _____
	Annual Miles	3,862,963	\$ ____ / Mile	\$ _____
			Total:	\$ _____
Contract Year Five 2016 - 2017*	Annual Trips	871,626		
	Annual Hours	529,136	\$ ____ / Hour	\$ _____
	Annual Miles	4,109,883	\$ ____ / Mile	\$ _____
			Total:	\$ _____

Contract Total: \$ \_\_\_\_\_

Schedule of Prices and Estimated Quantities – Contractor Scheduling				
Contract Year	Unit Type	Units	Rate Per Unit	Annual Total
Contract Year One 2012 - 2013*	Annual Trips	774,428	\$ ____ / Trip	
			Total:	\$ _____
Contract Year Two 2013 - 2014*	Annual Trips	797,661	\$ ____ / Trip	
			Total:	\$ _____
Contract Year Three 2014 - 2015*	Annual Trips	821,591	\$ ____ / Trip	
			Total:	\$ _____
Contract Year Four 2015 - 2016*	Annual Trips	846,239	\$ ____ / Trip	
			Total:	\$ _____
Contract Year Five 2016 - 2017*	Annual Trips	871,626	\$ ____ / Trip	
			Total:	\$ _____

Contract Total: \$ \_\_\_\_\_