

4-14-14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	* \$0	\$0	\$0	\$0	\$0
# Additional FTE Positions (Cumulative)	0	0	0	0	0
Is Item Included in Current Budget:	Yes	x		No	

Budget Account No:

Reporting Category

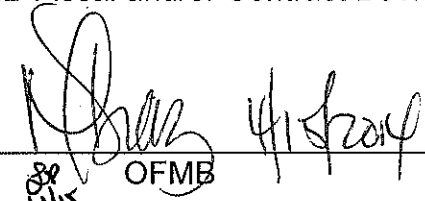
B. Recommended Sources of Funds/Summary of Fiscal Impact:

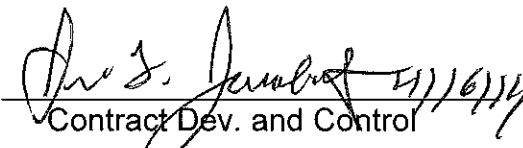
* Indeterminate at this time

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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


4/15/14
OFMB


4/16/14
Contract Dev. and Control

B. Legal Sufficiency: - A/S only


4/17/14
Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Background and Policy Issues cont'd:

On July 16, 2013, the BCC further addressed service issues and urged MMMG to identify a partner who could improve service. As MMMG was unable to find a partner, the BCC met on November 19, 2013, and directed Staff to negotiate a Settlement Agreement with MMMG to terminate its contract early. On January 14, 2014, the BCC approved MMMG's Settlement Agreement allowing for a termination of its Contract on January 31, 2015, with monthly extensions, if required. On January 28, 2014, the BCC directed Staff to not bring Palm Tran Connection service in-house, have the County own all Palm Tran Connection vehicles, bring the dispatch function in-house and to not make any changes to the Level of Service provided by Palm Tran Connection.

Palm Beach County
Board of County Commissioners

April 22, 2014

Approval of the Request for Proposals
Palm Tran Connection Paratransit Services



Prior BCC Direction

January 28, 2014

- ✓ *Not bring Connection service delivery in-house*
- ✓ *Create in-house dispatch operation to supplement current centralized reservation and scheduling*
- ✓ *Have the County purchase and own all vehicles*
- ✓ *Do Not make any changes to the current level of service*
- ✓ *Develop the Request for Proposals*

Prior BCC Direction

February 25, 2014

- ✓ *Contract with three (3) providers*
- ✓ *Incorporate two (2) 40% work packages and one (1) 20% work package*
- ✓ *Contract for all dedicated service*
- ✓ *Do not incorporate zones for trip distribution*
- ✓ *Incorporate County's Living Wage Ordinance*
- ✓ *Do Not include a veteran preference for provider employees*

RFP - Section 1: General

1.5 – Purpose: Directly contract with Three (3) Contractors

Run Package “A” – 40% of total trips

- ✓ *Operational Facility based north of Forest Hill Boulevard*
- ✓ *Incorporates western communities*
- ✓ *Operates Monday through Saturday*

Run Package “B” – 40% of total trips

- ✓ *Operational Facility based south of Forest Hill Boulevard*
- ✓ *Operates Sunday through Friday*

Run Package “C” – 20% of total trips

- ✓ *Operational Facility based between Northlake Boulevard and Boynton Beach Boulevard*
- ✓ *Operates Monday through Friday*

RFP – Section 1: General (Cont'd)

1.5 – Purpose: Directly contract with Three (3) Contractors

- ✓ *Allows proposers to submit on multiple run packages*
- ✓ *Does not permit multiple run package awards*
- ✓ *Trips are not limited to Run Package area*

RFP - Section 1: General (Cont'd)

1.6 - Non-mandatory Pre-Proposal Conference

- ✓ *Federal Law does not permit a mandatory meeting*

1.7 - Contract Period – Seven (7) years plus Mobilization

- ✓ *Mobilization Period: October 7, 2014 – January 31, 2015*
- ✓ *Contract Period: February 1, 2015 – February 1, 2021*

1.8 – Qualifications

- ✓ *Metro Mobility has agreed to not submit a proposal under this RFP*

RFP – Section 1: General (Cont'd)

1.9 - Timeline

- ✓ *May 1, 2014 – Advertise RFP*
- ✓ *May 12, 2014 – Non-mandatory pre-proposal meeting*
- ✓ *June 20, 2014 – Receipt of proposals*
- ✓ *July 14/18, 2014 – Selection committee meeting(s)*
- ✓ *September 23, 2014 – BCC ratification of recommendations*
- ✓ *October 7, 2014 – BCC contract award*

1.12 - Cone-of-Silence

- ✓ *In effect from date of proposal submission*

RFP - Section 2: General Terms & Conditions (Cont'd)

2.9 - Right to Protest

- ✓ *Within five (5) days after posting Notice of Intent to award*

2.10 - Disadvantaged Business Enterprise (DBE)

- ✓ *Establishes a minimum 20% DBE goal for all three (3) Contracts*

2.15 – Exceptions to the RFP

- ✓ *No exceptions are permitted*

RFP - Section 2: General Terms & Conditions (Cont'd)

2.17 - Evaluation Criteria

- | | |
|--|------------------|
| ✓ <i>Experience, Qualifications, Past Performance & References</i> | <i>10 Points</i> |
| ✓ <i>Project Approach & Start Up Plan</i> | <i>15 Points</i> |
| ✓ <i>Key Personnel & Operations Information</i> | <i>10 Points</i> |
| ✓ <i>Maintenance Plan and Facility</i> | <i>15 Points</i> |
| ✓ <i>Financial and Business Stability</i> | <i>10 Points</i> |
| ✓ <i>Price Proposal</i> | <i>40 Points</i> |

100 Points

RFP - Section 2:

General Terms & Conditions (Cont'd)

2.26 - Transit Employees Protective Arrangements

- ✓ *Proposer awarded a Contract is responsible for compliance with and the implementation of the 13 (c) obligations applicable to paratransit operations and employees, if any*
- ✓ *Proposer awarded a Contract solely responsible for all costs associated with compliance or failure to comply*
- ✓ *County encourages, but does not require, consideration of paratransit workers from the incumbent paratransit contractor (Metro Mobility) and its subcontractors (Two Wheels, Medi Wheels) to fill vacant positions for which such transit workers are qualified*

RFP - Section 3: Proposal Requirements

3.1 – Experience, Qualifications and Past Performance – 10 Points

Paratransit Service Contracts

- ✓ Last five (5) years
- ✓ Value over \$5 Million (Run Packages “A” & “B”) and \$1 Million (Run Package “C”)
- ✓ Letters of recommendation are encouraged

Failure to Complete Contracts

- ✓ Last five (5) years

Previous Litigation Regarding Paratransit Service Delivery

- ✓ Over past five (5) years
- ✓ Exceed \$100,000

History of DBE Compliance

Contractor Integrity & Compliance with Public Policy

RFP - Section 3: Proposal Requirements (Cont'd)

3.2 - Project Approach and Start Up Plan - 15 Points

Corporate philosophy and commitment to paratransit services

Start up approach to meet February 1, 2015 deadline

- ✓ *Transition Plan*
- ✓ *Facilities Securement*
- ✓ *Staffing*

RFP - Section 3:

Proposal Requirements (Cont'd)

3.3 Key - Personnel & Operations Information - 10 Points

Organization chart

Resumes of key personnel

- ✓ *Project/General Manager*
- ✓ *Operations Manager*
- ✓ *Vehicle Maintenance Manager*
- ✓ *Safety & Training Manager*
- ✓ *Human Resource Manager*
- ✓ *Finance Manager*
- ✓ *Mobilization Manager*

RFP - Section 3: Proposal Requirements (Cont'd)

3.3 - Key Personnel & Operations Information (Cont'd) - **10 Points**

- ✓ *Proposed wage schedule*
- ✓ *Training programs*
- ✓ *Safety record*
- ✓ *List of subcontractors*

3.4 - Maintenance Plan & Facility - **15 Points**

- ✓ *System safety program*
- ✓ *Maintenance capabilities*
- ✓ *Proof of facility securement (lease, own, etc.)*

RFP - Section 3:

Proposal Requirements (Cont'd)

3.5 - Financial & Business Stability - 10 Points

Income statements

- ✓ Current year and two (2) years prior, *or*
- ✓ Tax returns - three (3) years

Wholly-owned subsidiary – parent company information

Franchise, partnership – financial information on partners

3.6 - Price Proposal - 40 Points

Lowest price, responsive and responsible proposal over seven (7) years

Formula to establish ranking of remaining proposers

RFP - Section 4: Scope of Work

4.2 - Payment Structure

- ✓ *Mobilization costs amortized over first year paid weekly*
- ✓ *Fixed cost amortized over each of the seven (7) years paid weekly*
- ✓ *Variable costs based on per hour rate*
- ✓ *Fuel cost paid weekly with fuel adjustment based on Oil Price Information Service (OPIS)*

4.3 - Run Package Modification

- ✓ *Ability to shift vehicles for non-performance*
- ✓ *Ability to shift to future non-dedicated providers*

RFP - Section 4:

Scope of Work (Cont'd)

4.4.19 - Service Performance Metrics

- ✓ *95% on-time performance (currently 91%)*
- ✓ *Productivity – 1.71 trips per service hour*
- ✓ *Complaint ratio – 3.0 valid per 10,000 trips*
- ✓ *Accident ratio – 1.0 per 100,000 vehicle miles*
- ✓ *0% uncovered runs*
- ✓ *0% late pullout*
- ✓ *One (1) road call per 10,000 vehicle miles*

RFP - Section 4:

Scope of Work (Cont'd)

4.5.9 - Driver Qualifications

- ✓ *Valid drivers license for three (3) years*
- ✓ *Level 2 background screening per Florida Statute*
- ✓ *No traffic violation convictions*
- ✓ *Driver record check with FL Dept. of Highway Safety*
- ✓ *No license suspension for last three (3) years*
- ✓ *Must pass drug and alcohol testing*
- ✓ *Physically able to perform duties*
- ✓ *New drivers – 120 hours minimum training before starting*

RFP - Section 4: Scope of Work (Cont'd)

4.6 - Vehicle Maintenance

Contractor to maintain all vehicles and equipment

- ✓ *Preventative Maintenance*
- ✓ *Vehicle Cleaning*
- ✓ *Body Damage*

RFP - Attachment 1: Contract for Paratransit Services

Required to execute attached Contract with no exceptions

Article 7 – Performance Bond

- ✓ *Run Package “A” - \$1 Million*
- ✓ *Run Package “B” - \$1 Million*
- ✓ *Run Package “C” - \$700,000*
 - Security for faithful performance
 - Costs to obtain a replacement contractor due to failure to perform
 - Ensures faithful performance of all the requirements

RFP - Attachment 1: Contract for Paratransit Services

Required to execute attached Contract with no exceptions

Article 9 – Termination

- ✓ *Provides for termination for default*
- ✓ *Provides for termination for convenience*

Article 16 - Insurance

- | | |
|---------------------------------------|--------------------|
| ✓ <i>Commercial general liability</i> | <i>\$1 Million</i> |
| ✓ <i>Business automobile</i> | <i>\$1 Million</i> |
| ✓ <i>Umbrella or excess liability</i> | <i>\$5 Million</i> |

RFP - Attachment 1:

Contract for Paratransit Services

(Cont'd)

Article 21 – Liquidated Damages

Liquidated damages not a penalty

- | | |
|--|-------------------------------|
| ✓ <i>Failure to maintain vehicles</i> | <i>\$100/incident per day</i> |
| ✓ <i>Failure to adhere to driver qualifications/training</i> | <i>\$100/per incident</i> |
| ✓ <i>Failure to maintain employee files</i> | <i>\$60/per incident</i> |
| ✓ <i>Failure of driver to provide service</i> | <i>\$60/per incident</i> |
| ✓ <i>Failure to meet Performance Measures</i> | <i>\$2,500/month</i> |
| • Accident ratio | |
| • Breakdown ratio | |
| • Complaint ratio | |
| ✓ <i>Failure to pick up passengers</i> | <i>\$200/per incident</i> |
| ✓ <i>Contractor is unable to cover a route</i> | <i>\$300/per incident</i> |

RFP - Attachment 1: Contract for Paratransit Services (Cont'd)

Article 34 – Modifications of Work

County reserves right to shift work

- ✓ 6% of Trips – 40% package
- ✓ 6% of Trips – 20% package

No limit to shift for non-performance

Article 39 – Living Wage Ordinance

Incorporated for prime and subcontractors

Staff Recommendation

Approve the draft Request for Proposal No. 14-041/SC in its substantial form

Any changes directed by the Board will be incorporated into the RFP

Board of County Commissioners

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria



County Administrator

Robert Weisman

Purchasing Department
www.pbcgov.com/purchasing

REQUEST FOR PROPOSAL

RFP NO. 14-041/SC

Palm Beach County Board of County Commissioners
and
Palm Tran
are seeking
Proposals for:

Palm Tran Connection Paratransit Services

Date issued/available for distribution: May 1, 2014

Proposer **shall** submit one (1) unbound original and ten (10) copies of the complete proposal to be received in the Offices of the Purchasing Department no later than **June 20, 2014, 5:00 p.m. local time**. **See Section 1.10 of the RFP for Mailing Instructions.**

Non-Mandatory Pre-Proposal Conference: See Section 1.6 of this solicitation

**ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR THE RECEIPT OF PROPOSALS
AND
THE RFP NUMBER**

CAUTION

Amendments to this Request for Proposal will be posted on the Palm Beach County Purchasing Department website: www.pbcgov.com/purchasing under "Invitations for Bid/Requests for Proposal" as they are issued. It is the sole responsibility of proposers to routinely check this website for any Amendments that may have been issued prior to the Deadline for receipt of proposals.

Palm Beach County shall not be responsible for the completeness of any Request for Proposal package not downloaded from this website or purchased directly from Palm Beach County Purchasing Department.

**IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT**

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DRAFT

SECTION 1

GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued for the County of Palm Beach, hereinafter referred to as “County”, by the Purchasing Department for the benefit of Palm Tran Connection. The Purchasing Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Purchasing Department. See Section 1.11, Contact Person.

1.2 INTRODUCTION

Palm Tran Connection (PTC or Connection) is a demand-responsive, shared-ride, door-to-door service that serves as the Americans with Disabilities Act (ADA) paratransit service for Palm Tran and as the Community Transportation Coordinator (CTC) service for Palm Beach County. The types of trips provided by PTC include:

ADA paratransit trips - Because Palm Tran is a fixed-route public transit provider, it is obligated under the ADA to provide complementary paratransit service where and when fixed route service is available to persons who, because of their disability, cannot access or use the fixed route system.

Transportation Disadvantaged trips (TD) - As the CTC, PTC is responsible for transporting residents who qualify as TD; that is, persons who are disabled but who do not qualify as ADA paratransit eligible (or whose trips do not qualify as ADA eligible) and whose income is below a specific income threshold. These TD trips are sponsored under a contract between The County and the Florida State TD Commission which provides the County with TD funds.

Senior trips (DOSS) - As the CTC, PTC also has established a contract with the County Division of Senior Services (DOSS) which sponsors senior trips on PTC.

1.3 GENERAL INFORMATION

1.3.1 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, and it 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. The County has experienced 16.7% population growth over the last decade and currently has a population of approximately 1.35 million people.

The ADA service is provided to ADA eligible individuals in the area that covers east of the Florida Turnpike in Palm Beach County from the South County Line to Donald Ross Road (Core Service Area). ADA service is also available within $\frac{3}{4}$ mile of a Palm Tran fixed bus route covering those routes outside of the above Core Service Area. The Board of County Commissioners has the authority to change the Core Service Area at any time with proper notice. TD and senior trips may be taken to and from anywhere within the County.

1.3.2 Service Days and Hours

Currently, Palm Tran Connection operates seven (7) days a week, including holidays, except for the following: New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

Present service hours for Palm Tran Connection are as follows:

Monday through Friday	5:00 am through 10:00 pm
Saturday	6:00 am through 10:00 pm
Sunday	8:00 am through 6:00 pm

1.3.3 Fares

The fare for ADA paratransit trips and for TD trips is \$3.50. There is no fare for senior trips sponsored by DOSS. Fares must be paid with exact change or with a pre-purchased ticket.

1.3.4 Eligibility Determination and Customer Registration

Palm Tran staff processes applications for Connection service. Customers are deemed to be eligible (without condition), conditionally eligible, or ineligible. The profiles of eligible customers are then entered by eligibility staff into Trapeze. Once in the system, a customer may call the Palm Tran call center to request a trip. If there is a condition that the contractor's driver should be aware of, that condition will appear on the driver manifest of dispatch assignment.

1.3.5 Policies Regarding Trip Reservations, Scheduling, Same-Day Issues Trip Reservations Policies

Trip Reservation hours are as follows:

Monday through Saturday	7:00 am through 5:00 pm
Sunday	8:00 am through 5:00 pm

Customers can request a trip up to seven (7) days in advance of the trip date. Next-day reservations must be made by 5:00 pm.

Travel to and from the same destination three (3) or more times per week, with the same pick-up and return times, are called subscription trips. Requests for subscription trips will be scheduled to the same run groups/routes as much as possible day to day.

Same-day requests are not taken. However, Connection has a “no-strand” policy. This means that same-day requests for return trips to a customer’s home must be provided.

1.3.6 Trip Status

Palm Tran Connection's trip status definitions are:

Cancel Type	Description
Advance Cancellation	When cancelling the day before the date of service or earlier.
Same Day Cancel	When cancelling the same day a trip is scheduled for pick-up but more than three (3) hours before the scheduled pick-up time.
Late Cancellation	When cancelling less than three (3) hours before the scheduled pick-up time.
No Show	When the driver arrives at the pick-up location and rider does not board. All rules apply as far as driver being at correct location, a good faith effort must be made to locate the rider, leave a no-show tag, driver must wait five (5) minutes and driver must be within the window.
No Fault No Show	When the customer is a No Show as stated above, but the driver has arrived after the close of the pick-up window. Also, if there is a medical condition or situation which prevents the customer from contacting reservations, such as inclement weather, hospitalization, medical appointment cancelation, or any situation out of the customer’s control.

1.3.7 Scheduling Policies

Trips are scheduled, using Trapeze, PASS, Build 10.0.6.0, based on a requested pick-up time or a requested drop-off or appointment time.

Trips are scheduled in real-time (immediately as the trip is booked) while the customer is still on the telephone. Once the trip is scheduled, customers are given a thirty (30) minute pick-up window (+/- 15 minutes centered on the scheduled pick-up time).

1.3.8 Policies Regarding Same-Day Issues

Customer encountering same-day issues with trip requested in advance (e.g., where's my ride calls) may call Palm Tran Connection Call Center staff at these times:

Monday through Friday	5:00 am through 10:00 pm
Saturday	6:00 am through 10:00 pm
Sunday	8:00 am through 6:00 pm

1.3.9 Service Delivery Model

Function	Organization Responsible
Eligibility Determination and Customer	The County has the responsibility for eligibility determination and PTC registration.
Reservations Scheduling	Reservation agents and schedulers are County employees based at PTC's administrative offices. The County also provides the paratransit software (Trapeze).
Contractor Monitoring	County retains the prime contractors and monitors the contract compliance of contractors.
Dispatching	Dispatcher services will be provided by PTC. All dispatchers are located at PTC's administrative offices. Dispatch supervisors are also Palm Tran employees. The contractor is required to purchase and maintain a Push-to-Talk (PTT) communication system, which shall be provided to all drivers. The contractor must provide window dispatch at the base of operations as well as staff to handle extraordinary driver issues.
Same-Day Issues	Customer same-day issues (e.g., Where's my ride?) are called into PTC reservation agents who consult with the appropriate contractor/subcontractor dispatcher before responding to the customer.
Vehicle Ownership and In-Vehicle Equipment; Vehicle Insurance	County will own and equip all revenue vehicles, except for Push-to-Talk devices, and will be allocating the vehicles to the contractors. Contractors will be responsible for providing vehicle insurance.
Vehicle Operation, Maintenance and Road Supervision	These functions will be carried out by the contractors.

1.3.9 Service Delivery Model (*continued*)

Function	Organization Responsible
Fueling	The purchasing of fuel is the responsibility of the contractor. This will include both gas and propane. A fuel escalator clause is offered.

1.4 HISTORY AND BACKGROUND

1.4.1 History of PTC

In July 2000, Palm Tran, through Palm Tran Connection, assumed the management responsibility of being the Community Transportation Coordinator (CTC) for Palm Beach County. Initially, Plan Tran assumed the brokerage model used prior to its assumption of the CTC designation. This model utilized four (4) local transportation providers for the provision of service.

This model continued until February 2005, when Palm Beach County entered into a seven (7) year paratransit contract with three (3) transportation providers; Palm Beach Metro Transportation, MV Transportation, and Two Wheels Transportation. PTC was also the Medicaid service provider through this period, but opted out of the Medicaid Program in January 2006.

On June 26, 2012, the Board of County Commissions approved the new contract with Metro Mobility Management Group, LLC, which became effective on August 13, 2012. This contract provided major changes in the way Palm Tran Connection operated. These changes include; a five (5) year contract term, one (1) prime carrier with three (3) DBE subcontractors. It was agreed by both parties to terminate this five (5) year contract early, with service ending on January 31, 2015.

During Palm Tran Connection's time as a Community Transportation Coordinator, it has been recognized with numerous awards; namely,

Recipient	Award
Palm Tran Connection	2003 CTAA Excellence in Service Award
Palm Tran Connection	2006 CTAA Excellence in Service Award
Palm Tran Connection	2006 Urban CTC of the Year.
Palm Tran Connection	2008 CTD Schedulers of the Year
Two Wheels	2008 CTD Operator of the Year
Hector Pezzuto	2009 CTD Driver of the Year
Palm Tran Connection	2009 Innovation of the Year
Palm Tran Connection	2009 Urban CTC of the Year

1.4.2 Annual Appropriation

The continuation and level of service for each program is not assured, and is subject to the County receiving authorization and 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.

1.4.3 Service Statistics (Based on February 2014 Service Statistics)

1.	Average Weekday Ridership	3,089 completed passenger trips
2.	Average Monthly Ridership	73,261 completed passenger trips
3.	No-Show Rate	2.3%
4.	Average Cancellation Rate	19%
5.	Average Trip Length	9.72 miles
6.	Complaints	3.37 complaints/1,000 completed trips
7.	On-time Performance	87.7%
8.	Percent of Ambulatory Riders	63%
9.	Percent of Wheelchair Riders	14%
10.	Percent Ambulatory Riders Needing Lift	11%
11.	Percent of Escort/PCA Riders	11%
12.	Eligible Customers	50,000 (approximately)
13.	Actual Riders/12 Months	12,000
14.	Percent of Demand Trips	51%
15.	Weekday Routes	178
16.	Monthly Vehicle Miles	791,252
17.	Peak Day Ridership	3,411
18.	AM Peak	7:00 am to 9:30 am
19.	PM Peak	2:00 pm to 5:00 pm

1.4.4 Annual Average Ridership by Day Type

	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Annual Ridership	834,505	877,461	816,509	816,324	838,928	861,262	879,443
Weekday	3,385	3,282	2,836	2,839	2,933	2,854	3,172
Saturday	1,265	1,165	961	1,068	1,087	1,140	1,174
Sunday	650	632	497	562	607	682	962

1.4.5 RIDERSHIP AND TRIP LENGTH

In 2013, PTC ridership totaled 879,443 completed passenger trips. ADA trips represented 80% of the PTC trips, TD trips 14%, and DOSS 6%. Average weekday ridership in FY 2013 averaged 3,172 trips, ranging from a low of 2,881 trips in July 2013 to a high of 3,245 trips in February 2013.

Palm Beach County is roughly fifty (50) miles by fifty (50) miles. As a result of this large area, the average trip length is quite long: 9.72 miles per trip in FY 2013.

1.5 PURPOSE OF THE PROJECT

Palm Beach County is seeking proposals from qualified and experienced companies to provide paratransit services Countywide.

The County is planning to directly contract with three (3) dedicated service operators for a period of seven (7) years.

The County is asking for proposals on the following:

- 40% North County Run Package - Proposal Package "A" will be based in the northern part of the County (north of Forest Hill Blvd). Package "A" will also have responsibility for providing service to the western communities of Belle Glade, Pahokee, Canal Point and South Bay. Package "A" will operate Monday through Saturday.
- 40% South County Run Package - Proposal Package "B" will be based in the southern part of the County (south of Forest Hill Blvd). Package "B" will operate Sunday through Friday.
- 20% Central Run Package - Proposal Package "C" will be located between Northlake Blvd to the north and Boynton Beach Blvd to the south and will provide services as needed. Package "C" will operate Monday through Friday.

The trips included in these Run Packages will not necessarily be limited to service within the areas described. Attachment 8 estimates projected ridership, hours of operation, and fleet size for each Run Package.

Proposers may submit on multiple proposal packages. However, successful proposers shall only be awarded one (1) Run Package.

1.6 NON-MANDATORY PRE-PROPOSAL CONFERENCE

All proposers are **invited** to attend a Non-Mandatory Pre-Proposal Conference which will be held at the Purchasing Department, 50 S Military Trail, Room 1N-142 North/South, West Palm Beach, Florida 33415, on May 21, 2014, commencing at 10:00

am local time. At this time, the County's representative(s) will be available to answer any questions relative to this Request for Proposal. Any questions or comments arising subsequent to the Non-Mandatory Pre-Proposal Conference must be presented in writing prior to the date and time stated in the Timetable (Section 1.9) of the RFP, to be discussed with the County's representative(s) as possible amendments to the RFP.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice. Please contact the person designated in Section 1.11 Contact Person.

1.7 PERIOD OF CONTRACT

The contract period is seven (7) years plus mobilization time. It is envisioned that a mobilization period commencing from Effective Date of the contract will begin on October 7, 2014, with the Contract Year starting February 1, 2015.

Figure 1-1: Contract Years

Contract Year	Start Date	End Date
1	February 1, 2015	January 31, 2016
2	February 1, 2016	January 31, 2017
3	February 1, 2017	January 31, 2018
4	February 1, 2018	January 31, 2019
5	February 1, 2019	January 31, 2020
6	February 1, 2020	January 31, 2021
7	February 1, 2021	January 31, 2022

1.8 QUALIFICATION OF RESPONDENTS

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

The County's current provider, Metro Mobility Management Group, LLC, is prohibited from submitting a proposal under this Request for Proposal.

1.9 TIMETABLE

The anticipated schedule and deadline for the RFP and Contract approval are as follows:

Activity	Date	Time	Location
RFP available for download from Purchasing Dept.'s website	May 1, 2014	10:00 am	Purchasing Department 50 S Military Trail, Suite 110 West Palm Beach, FL 33415 www.pbcgov.com/purchasing
Non-Mandatory Pre-Proposal Conference	May 12, 2014	10:00 am	Purchasing Department 50 S Military Trail, Suite 110 West Palm Beach, FL 33415 www.pbcgov.com/purchasing
Deadline for receipt of questions or comments	May 19, 2014	5:00 pm	Purchasing Department 50 S Military Trail, Suite 110 West Palm Beach, FL 33415
Deadline for receipt of proposals	June 20, 2014	5:00 pm	Purchasing Department 50 S Military Trail, Suite 110 West Palm Beach, FL 33415
Oral presentations/ Selection Committee Meeting	July 14, 2014	8:00 am	Purchasing Department 50 S Military Trail Room 1N-142 North/South West Palm Beach, FL 33415
Selection Committee Meeting (if needed)	July 18, 2014	8:00 am	Purchasing Department 50 S Military Trail Room 1N-142 North/South West Palm Beach, FL 33415
Posting Date of Notice of Intent to Award	July 16, 2014 <i>or</i> July 21, 2014		Purchasing Department 50 S Military Trail, Suite 110 West Palm Beach, FL 33415 www.pbcgov.com/purchasing
BCC Ratification Date	September 23, 2014		Governmental Center 301 N Olive Avenue, 6 th Floor West Palm Beach, FL 33401
BCC Award Date	October 7, 2014		Governmental Center 301 N Olive Avenue, 6 th Floor West Palm Beach, FL 33401
Contract Start Date	October 7, 2014		

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

1.10 PROPOSAL SUBMISSION

All proposals must be submitted on 8½ x 11 inch paper.

One (1) unbound original, ten (10) bound copies, and one (1) electronic version of the complete proposal must be received in the Purchasing Department by June 20, 2014, 5:00 pm local time. The original and all copies must be submitted in a sealed envelope or container. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP.

The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
Purchasing Department
50 S Military Trail, Suite 110
West Palm Beach, Florida 33415
RFP No. 14-041/SC

Title: Palm Tran Connection Paratransit Services (Proposal Package Letter
(Identify A, B or C))

Due Date: June 20, 2014, 5:00 pm local time.

If submitting on multiple run packages (A, B or C), separate proposals must be submitted for each.

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:00 am and 5:00 pm, Monday through Friday, excluding holidays observed by the County.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Price Proposal Page(s) (Appendix A) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer ("Authorized Person"). In the absence of a corporate seal, proposals must be notarized by a Notary Public.

The submission of a signed proposal by a proposer will be considered by the County as constituting a legal offer by the proposer to perform the required services at the proposed identified therein.

1.11 CONTACT PERSON

The contact person for this RFP is Sharon Cushnie, Senior Buyer, at (561) 616-6808, email address scushnie@pbcgov.com or fax number (561) 242-6708 in the Purchasing Department.

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with County staff and/or designated Selection Committee members concerning this RFP is permitted, except as authorized by the contact person designated herein.

1.12 CONE OF SILENCE

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a proposer or anyone representing the proposer from communicating with any County Commissioner, County Commissioner's staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its proposal, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

Proposers may, however, contact any County Commissioner, County Commissioner's Staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract via written communication, i.e., fax, email, or U.S. Mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

1.13 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, email or U.S. Mail, no later than the date specified and to the address listed in the RFP Timetable (Section 1.9) or fax number or email address listed for the Contact Person (Section 1.11) above. The request must contain the proposer's name, address, phone number, facsimile number and email address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and email address.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any Amendment to this RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to the RFP will be posted on the Palm Beach County Purchasing Department website: www.pbcgov.com/purchasing under "Invitations for Bid/Requests for Proposal" as they are issued. It is the sole responsibility of proposers to routinely check this website for any Amendments that may have been issued prior to the Deadline for receipt of proposals. Palm Beach County shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Palm Beach County Purchasing Department.

It is the proposer's sole responsibility to assure receipt of all Amendments. The proposer should verify with the designated Contact Person (see Section 1.11) prior to entering a proposal that all Amendments have been received. Proposers are required to acknowledge the receipt of all Amendments as part of their proposal.

SECTION 2

GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

2.2 MODIFIED PROPOSALS

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The County will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals.

Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.9) are late and shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-advertise this RFP.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, nor for any other effort required of or made by the proposers, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Any material submitted in response to this Request for Proposal is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential. All submitted information that the responding proposer believes to be confidential and exempt from disclosure (i.e., a trade secret, etc.) must be specifically identified as such. Upon receipt of a public records request for information the proposer has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

2.8 NEGOTIATIONS

The County may award a contract on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain the proposer's best price and technical offer.

2.9 RIGHT TO PROTEST

Any proposer may protest any recommendations for contract award by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Intent to Award in accordance with Chapter 2, Article II, Section 2-55 of the Palm Beach County Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705.

2.10 DISADVANTAGED BUSINESS ENTERPRISE

The County has established a minimum Disadvantaged Business Enterprise (DBE) goal of 20% for all three (3) run packages (A, B, and C). Proposers submitting on a 40% run package (A and B) must include a minimum of 20% DBE participation. Proposers submitting on the 20% run package (C) must include a minimum of 20% DBE participation.

2.11 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

2.12 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.13 CRIMINAL HISTORY RECORDS CHECK

Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of contractors and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2014, compliance with the requirements of the U.S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The proposer is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance. Further, the proposer acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This section includes the required Level II Background Screening as described in Attachment 3.

2.14 REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Selection Committee. A responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

2.15 EXCEPTIONS TO THE RFP

No exceptions are permitted under this RFP. Proposers taking exceptions will be deemed non-responsive as stated in Section 2.14.

2.16 SELECTION PROCESS

All proposals timely received will be reviewed first by the Purchasing Department to determine if each proposer has submitted the required information and met all Proposal Requirements (as stated in Section 3). Those proposals fulfilling the Proposal Requirements shall be referred to the Selection Committee for review and further consideration.

The Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee will evaluate all proposals based on the information submitted with the proposal and information relayed in an oral presentation. However, additional written information, internal staff analysis, proposer presentations, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Committee determine the final ranking of proposers. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria listed in Section 2.17. The Selection Committee will score each Run Package (A, B and C) separately. Upon completion of the Selection Committee's review and discussion of all the responsive proposals submitted, each Selection Committee Member shall score each proposal by Run Package and total the scores for each proposal by Run Package. The proposals shall be assigned a ranking based upon the totals of each Selection Committee Member's score for each proposal by Run Package.

After the Selection Committee has developed an overall ranking for each Run Package, the committee will then review, discuss, and declare the proposer ranked the highest in each of the three (3) run packages as its "finalists" and make its recommendation for award of the contracts.

2.17 EVALUATION CRITERIA

		Weight	Points
1	Experience, Qualifications, Past Performance and References (See Section 3.1)	10%	10
2	Project Approach and Start Up Plan Information (See Section 3.2)	15%	15
3	Key Personnel and Operations Information (See Section 3.3)	10%	10
4	Maintenance Plan and Facility (See Section 3.4)	15%	15
5	Financial and Business Stability (See Section 3.5)	10%	10
6	Price Proposal (See Section 3.6)	40%	40

2.18 AWARD OF CONTRACT

The COUNTY shall award separate contracts for each of the three (3) Run Packages (A, B and C). The award, if any, will be made to the responsive, responsible proposers whose proposals are considered to be the most advantageous to the County based on the Selection Committee's opinion after review of every such proposal including, but not limited to, price. The top ranked proposer for each Run Package will be awarded that Run Package. However, if the same proposer is the top ranked proposer for more than one (1) Run Package, then the second ranked proposer will be awarded the contract for the other Run Package.

Upon review and approval of the Selection Committee's recommendation for award, the Purchasing Department will post the award recommendation at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing for a period of five (5) business days for review by interested parties prior to final approval of the award. The apparent successful proposer will be notified of the recommendation for award by mail. The recommended awardee shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the recommended awardee. A contract must be completed and executed by the successful proposer and the County and, when appropriate, by the Board of County Commissioners before it becomes valid and effective. If these conditions and contract negotiations, if applicable, are not met and/or completed within a reasonable timeframe as determined by the County the County may elect to cancel the Recommended Award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as the County has determined to cancel the procurement in its entirety. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

2.19 DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to a directive by the Board of County Commissioners, the Disclosure of Ownership Interest affidavit (DOIA, Appendix D) must be completed on behalf of any individual or business entity that seeks to do business with the County when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Purchasing Department, the recommended awardee shall submit a completed DOIA (Appendix D) within a reasonable time, as requested. If the recommended awardee fails to submit a completed DOIA in a timely manner, the County, at its sole discretion, may elect to cancel the Recommended Award.

2.20 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

The selected proposer will be required to execute a contract in the substantial form to the attached Contract (Attachment 1). If a proposer has comments related to any of the provisions in this RFP and/or the contract sample, comments must be made, in writing, no later than the date specified in the RFP Timetable (see Section 1.9). By submitting a proposal, proposer is confirming that they will enter into this contract with **no exceptions**.

Should any selected proposer and the County be unable to consummate a written contract, the County may proceed to the next most advantageous proposal as determined by the Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

2.21 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the County. The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the proposer. The County may set a different starting date for the contract. The County will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by the County.

2.22 INSURANCE REQUIREMENTS

It shall be the responsibility of the successful proposer to provide evidence of the minimum amounts of insurance coverage with their proposal as specified in Attachment 1, Article 16, as well as to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801.

The successful proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 16). Proposer is solely responsible for providing insurance for all County owned vehicles supplied for their Run Package. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the successful proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the Contract.

2.23 DRUG FREE WORKPLACE CERTIFICATION

Proposers are required to implement a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes and COUNTY's Master Grant Agreement with the Federal Transit Administration, Section 40.

2.24 AUTHORIZED SIGNATURE

The authorized representative signature required on all offers and the Contract must be made by an officer of the company (if applicable).

2.25 PERFORMANCE BOND / LETTER OF CREDIT

The successful proposers shall furnish, to the County, a Performance Bond or Clean Irrevocable Letter of Credit for the following amounts prior to commencement of work, and shall keep the same in force and effect during the entire term of this Contract, renewed annually thirty (30) days prior to expiration:

Run Package A	\$1,000,000
Run Package B	\$1,000,000
Run Package C	\$700,000

The successful proposer shall furnish a Performance Bond in a form and format satisfactory to the County as security for the faithful performance of the Contract resulting from the award of RFP No. 14-041/SC, for the payment of all persons performing services or providing supplies, and for all costs incurred by the County to obtain a replacement contract, in the event the successful proposer fails to perform as required under said Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the successful proposer's failure to perform the contract whether direct, indirect, actual, consequential, or incidental and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Tran Connection or the County's staff. In addition, the Performance Bond shall fully comply with the County's requirements and format as set forth in Palm Beach County PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance Bond is to ensure the faithful performance of all the requirements of the Contract (RFP No. 14-041/SC), and to save, defend, indemnify, and hold harmless

the County from any and all damages, costs, fees, and expenses, either directly or indirectly arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity as issued by the United States Department of Treasury under 31.U.S.C., Sections 9304 through 9308. Bond Company shall meet all requirements/regulations set forth under the Florida Insurance Commissioner's Office. The successful proposer shall verify, prior to execution of the Contract, the acceptability of the surety provided there under. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The successful proposer must furnish the executed bond prior to the County's approval of Contract.

A cash deposit, or certified check, or Irrevocable Letter of Credit from a financial institution with a rating deemed acceptable by the County may be provided in lieu of the Performance Bond, provided that the form, format, and terms of coverage are acceptable to the County. The terms of coverage of an Irrevocable Letter of Credit shall be substantially the same as that required of the Performance Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the County's requirements set forth in Palm Beach County PPM #CW-F-055, and the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of this RFP and PPM CW-F-055, the latter shall control.

Proposers interested in submitting a Letter of Credit in lieu of the Performance Bond may obtain a copy of PPM #CW-F-055 from Sharon Cushnie, Senior Buyer, Palm Beach County Purchasing Department, telephone no. (561) 616-6808.

2.26 TRANSIT EMPLOYEES PROTECTIVE ARRANGEMENTS

The County currently has a contract with Metro Mobility Management Group, LLC (MMMG) for the provision of paratransit transportation services within Palm Beach County. MMMG is the sole paratransit provider under contract with the County. MMMG has subcontracted approximately 24% of the revenue service hours of transportation work to two disadvantaged business enterprises, Two Wheels, Inc (TW) and Medi Wheels of the Palm Beaches, Inc. (Medi Wheels). TW currently has a participation rate of approximately 6% of the transportation work and Medi Wheels approximately 18%.

MMMG was awarded a contract on June 26, 2012, the term of which was due to expire on August 12, 2017. Pursuant to a Settlement Agreement entered into between MMMG and the County, MMMG's contract is now currently scheduled to expire on January 31, 2015, unless extended by the County. A copy of the current Contract for Paratransit Services and the Settlement Agreement between the County and MMMG may be obtained upon request.

MMMG has provided the County with the following information concerning MMMG's, TW's and Medi Wheels' workforces:

- MMMG has a total workforce of 252 which consists of 183 drivers, 14 maintenance and shop workers, 23 dispatchers, 7 yardmen and 25 administrative employees. ATU Local 1577 is the certified bargaining agent of a unit of MMMG's employees consisting solely of drivers. At the time this RFP was issued, ATU Local 1577 and MMMG were in negotiations but had not yet entered into a collective bargaining agreement.
- TW has a total workforce of 26, which consists of 17 drivers, 2 mechanics and 7 others. The employees of TW have not been organized and do not have a bargaining agent.
- Medi Wheels has a total workforce of 82, which consists of 74 drivers, 1 mechanic and 7 others. The employees of Medi Wheels have not been organized and do not have a bargaining agent.

ATU Local 1577 has advised the County that paratransit employees, including employees of MMMG, have certain rights, commonly referred to as 13(c) rights (49 USC5333(b)).

A copy of each of the following documents pertaining to the 13(c) obligations of the County is attached to this RFP as Attachment 2:

1. July 29, 1975 13(c) Agreement;
2. July 23, 1975 13(c) Agreement;
3. Letter of Agreement between Palm Tran, Inc. and ATU Local 1577 dated June 2, 1998 which supplements the July 23 and 29, 1975 13(c) Agreements;
4. Recent U.S. Department of Labor (DOL) certification dated March 25, 2014 for FL-90-X812-REV (Applicant - Palm Beach County);
5. Recent U.S. Department of Labor (DOL) certification dated March 25, 2014 for FL-37-X082 (Applicant – South Florida Regional Transportation Authority (SFRTA); Palm Beach County Recipient of Operating Assistance); and
6. Emails from Dwight Mattingly, ATU Local 1577 President, dated February 13, 2014 and February 21, 2014.

Each proposer is responsible for familiarizing itself with the County's 13(c) documents and applicable 13(c) requirements. The proposer awarded a contract is responsible for compliance with and the implementation of the 13(c) obligations applicable to paratransit operations and employees, if any. Accordingly, each proposer is

encouraged to review the materials attached to this RFP and all other documents relevant to this matter, and to take the information contained therein into account when preparing its proposal. Each proposer is responsible for making all inquiries it deems necessary or appropriate as relevant to the 13(c) obligations and must make its own determination as to the extent to which 49 USC 5333(b) and the County's 13(c) documents apply. The proposer awarded a contract shall be responsible for the implementation of protective arrangements applicable to paratransit workers as required under the County's 13 (c) Agreements, 49 USC 5333(b), and the DOL's certifications.

The proposer awarded a contract must conduct its operations and provide services in compliance with the terms and conditions of employment applicable to employees affected by the existing 13(c) agreements, the U.S. Department of Labor's (DOL) certifications under 49 USC 5333(b), 29 CFR Part 215 and all other applicable laws, executive orders, rules and regulations, which may include but are not limited to the Federal Transit Act, 49 USC 5333(b), National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), Occupational Safety and Health (OSH) Act, Employee Retirement Income Security Act (ERISA) and all applicable regulations.

The proposer is responsible for and determining the applicability of all statutory and regulatory requirements (federal, state and local) applicable to its employees and workforce, and for timely compliance therewith. Nonexclusive examples include, but are not limited to, the Comprehensive Omnibus Budget Reconciliation Act of 1985 (COBRA), Health Insurance Portability and Accountability Act (HIPAA), Uniformed Services Employment and Reemployment Rights Act, Employee Polygraph Protection Act (EPPA), Consumer Credit Protection Act (CPCA), Family and Medical Leave Act (FMLA), Worker Adjustment and Retraining Notification Act (WARN), Title VII of the Civil Rights Act of 1964, Pregnancy Discrimination Act, Equal Pay Act of 1964 (EPA), Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disability Act of 1990 (ADA), Civil Rights Act of 1991, Rehabilitation Act of 1973, and the Genetic Information Nondiscrimination Act of 2008 (GINA), as they may be amended from time to time.

The proposer awarded a contract shall be solely responsible for all costs associated with compliance and/or its failure to comply with any law, executive order, rule, regulation, and the 13(c) obligations of the County. The successful proposer's responsibilities shall include but shall not be limited to its sole responsibility for all fines, assessments, penalties, charges, fees and all determinations of a court of law or administrative agency arising from and/or related, in any manner whatsoever, to its compliance with or failure to comply with 13(c) requirements, the obligations owed to its paratransit workers, and performance of the contract. Proposers are further advised that the obligations described herein shall be encompassed within the indemnification obligation of any contract awarded under this RFP.

Each proposer shall determine and inform the County of its organizational structure and the manner in which it will operate the paratransit transportation service awarded hereunder. All proposers are reminded of the potential utilization of subcontractors.

The proposer selected for award shall determine the wages, hours, benefits and other terms and conditions of employment consistent with the RFP. The successful proposer has the prerogative to select members of its workforce. Without impinging upon that prerogative and the rights of the proposer as the sole employer of paratransit workers, the County hereby encourages, but does not require, the successful proposer to consider paratransit workers from the incumbent paratransit contractor and its subcontractors to fill vacant positions for which such transit workers are qualified.

Insofar as the successful proposer will have the authority to exercise full control and supervision over its employees, including their compensation and discharge, the successful proposer shall be responsible as to all matters relating to payment of such employees, including compliance with social security, withholding and all other regulations governing such matters.

The successful proposer shall perform all functions and do all things necessary for the management of its employees, including but not limited to the authority to fix wages, hours, and other terms and conditions of employment; to bargain with its employees or their representatives and enter into collective bargaining agreements; to establish and enforce rules and regulations concerning the work and conduct of its employees; to establish procedures for and handling and resolution of grievances; to hire, fire, promote, layoff, supervise; discipline and discharge its employees; and shall perform all of the above whether arising by or under a collective bargaining agreement or otherwise.

Nothing in this RFP or the contract between the successful proposer and the County shall be deemed or construed to create an employment or agency relationship between the successful employer's personnel and the County.

2.27 HIPAA REQUIREMENT

As a business associate of the County, the Contractor, including its agents, servants, subcontractors and employees, shall carry out its obligations under RFP No. 14-041/SC in compliance with the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended from time to time, and the regulations promulgated thereunder, in order to protect the privacy of all individually identifiable protected health information (PHI) that is created, received, collected, processed or learned as a result of the services provided under this RFP and any resulting contract. Please refer to Article 6 of Attachment 1 to this RFP.

SECTION 3 PROPOSAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT

Format

Proposals should be typed, double spaced and submitted on 8 ½" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Proposals should contain a Table of Contents. The Table of Contents outlines in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to the Contact Person identified in Section 1.11, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name address and telephone number.
- b. Proposed working relationship between proposer and subcontractors, if applicable.
- c. Name, title, address, telephone/fax number and e-mail address of contact person during period of proposal evaluation.
- d. Designation of Run Package submitting on (A, B or C).
- e. Signed by a person authorized to bind proposer to the terms of the proposal.

Technical Proposal

Proposals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

The item(s) marked by an asterisk (*) should be a part of the proposal; however, if these items are omitted, the proposer must submit the item(s) upon request from the County within a time frame specified by the County (normally within two (2) working

days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

Notwithstanding these submittal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). **Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.**

Each of the following requirements should be addressed in separate sections of the proposal.

3.1 EXPERIENCE, QUALIFICATIONS, PAST PERFORMANCE AND REFERENCES

The proposer shall submit:

- 3.1.1 A list of all their paratransit service contracts performed during the past five (5) years with an annual value of at least \$5 Million, including a brief description of service, dollar value of contracts, dates of service, contact person(s) and telephone numbers. In addition, proposers are to include a letter of recommendation for each contract listed signed by the contact person.
- 3.1.2 An itemized list identifying if proposer, within the past five (5) years, 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. This category includes compliance with Federal Public Policy identified in 49 U.S.C. Section 5325, Federal Transit Authority.
- *3.1.3 Identify litigation that proposer has been party to in the past five (5) years which relates to the delivery of paratransit services including American with Disability Act services where the sum paid to any party exceeded One Hundred Thousand Dollars (\$100,000.00); or a statement certifying that there have been no lawsuits, if that is the case.
- 3.1.4 Each proposer shall identify DBE subcontractors utilized on paratransit service contracts in the past five (5) years. Such identification shall include the name, address and telephone number of each DBE, the percentage of participation proposed for each DBE and the percentage of participation actually performed by the DBE. In the event that a subcontract was terminated with a DBE, Proposer shall identify the circumstance of the termination.

Under this general category, the COUNTY will consider such matters as contractor integrity, compliance with Public Policy and record of past performance.

3.2 PROJECT APPROACH AND START-UP PLAN INFORMATION

The proposer shall submit:

- 3.2.1 A description of the corporate philosophy for and commitment to providing paratransit transportation services as outlined in Section 4, Scope of Work/Services.
- 3.2.2 An outline of the anticipated start-up activities and schedule, including but not limited to: transition approach, facilities securement, staffing, etc. This section should provide a description of the proposer's plan to transition into responsibility for the services, to assure a smooth start-up, to hire and train employees, and to assure that it is ready to assume responsibility for service by February 1, 2015. This section should identify the specific issues that will need to be addressed in the transition, the proposer's plan for addressing those issues, and a week-by-week schedule (start date and estimated completion date) of each specific start-up activity.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

The proposer shall submit:

- 3.3.1 An organizational chart identifying the structure of the company.
- 3.3.2 A description of the experience of the firm and key personnel who will be assigned to this project and submit complete resumes or employment history for all of the key personnel. Provide at least two (2) business references for each key personnel, including contact number and email address. Key personnel include all management, supervisory and administrative personnel assigned to this contract. It does not include drivers, mechanics, utility workers and dispatchers.
- 3.3.3 An Operation Plan detailing how services will be performed within the requirements of this RFP.
- 3.3.4 A detailed staffing plan for this paratransit operation including the number of employees in each position.
- 3.3.5 Proposed wage schedule for all positions and benefit packages.
- 3.3.6 A description of the process for hiring, selecting and retaining drivers.

- 3.3.7 A description of any safety, risk control or training programs beyond those specified in the Scope of Work/Services, including those listed within your System Safety Program Plan (SSPP).
- 3.3.8 A plan for proposed staffing ratio for drivers which identifies any part time employees. Identify any positions that will be part time. Describe your proposed staffing ratio for road supervisors to routes.
- 3.3.9 A schedule for the proposed total annual vehicle operator pay hours and the annual revenue-hours
- 3.3.10 A description of the training programs for, at a minimum, road supervision and driver functions. These training programs must be compliant with all applicable regulations, laws, and ordinances. Ongoing refresher training and training in response to identified performance issues.
- 3.3.11 A copy of the proposer's Equal Employment Opportunity Plan (EEO) which must be fully compliant with all provisions as outlined in FTA Circular 4704, and all other corresponding state regulations including any revisions.
- 3.3.12 A copy of the proposer's Drug and Alcohol Program which must be 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.
- 3.3.13 A description of the proposer's safety record over the past five (5) years. Proposer shall include information relating to any fatalities or other major incidents or claims against your company and the number of annual miles operated between accidents for your current work. Provide any safety statistics which you have available.
- 3.3.14 A list of all subcontractors, if any, including Disadvantaged Business Enterprises (DBE), their roles, vehicles and company backgrounds. Describe how will you ensure that the subcontractors utilized meet the service provision requirements outlined in Section 4, Scope of Work/ Services.
- 3.3.15 A certification from the proposer's insurance company showing/explaining the proposer's experience rating.

3.4 MAINTENANCE PLAN AND FACILITY

Proposer shall submit:

- 3.4.1 A copy of the proposed System Safety Program Plan (SSPP) which must be 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 the proposed maintenance plan, employee training programs, accident/incident protocols, Security Program Plan (SPP) and Communication Plan.

- 3.4.2 A list identifying the number of mechanics and/or maintenance subcontractor capabilities, and maintenance schedules.
- 3.4.3 A copy of the completeness of inspection and maintenance checklists and content including the maintenance management systems and recordkeeping, off-hour maintenance or other efforts to ensure the availability of vehicles for daily service, parts inventory and management, and capability to respond to breakdowns and in-service needs.
- 3.4.4 Documents (lease, ownership, or a lease contingent upon contract award) which evidence that a base(s) of operations will be secured within Palm Beach County with space to adequately provide required services within the area of the run package 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 paratransit services as outlined in the Scope of Work/Services and office space for the project manager and other administrative/clerical staff. The operating base must be ADA assessable and also be scalable to absorb additional runs and vehicles as needed.

3.5 FINANCIAL AND BUSINESS STABILITY

Proposer shall submit:

- 3.5.1 Balance Sheets and Income Statements for the current Fiscal Year and prior two (2) Fiscal Years of operation, prepared in accordance with generally accepted accounting principles and compiled by an independent Certified Public Accountant or notarized by the Chief Financial Officer or owner.

OR

The Company's Federal Income Tax Return for the previous three (3) years as completed and filed with the federal government. Sole proprietors should provide Schedule C from Form 1040 for the previous three (3) years. The Schedule C's must be accompanied by a statement from an independent Certified Public Accountant or a statement notarized by the Chief Financial Officer or owner, indicating that the Schedules are copies of the ones filed with the 1040.

- 3.5.2 If proposer is a Wholly-Owned Subsidiary, the above referenced financial information for the parent company should also be submitted.
- 3.5.3 If proposer is a Franchise, Partnership, LLP, LLC or joint venture, the above referenced financial information of the franchisee, each partner, each LLC/LLP member or each joint-venture should be submitted.
- 3.5.4 Any additional information considered pertinent to indicate the proposer's financial and operational capabilities.

Note: The financial statements must set forth the financial status of the proposer as well as any entity or business unit that will actually perform the services to be provided under Section 4, Scope of Work/Services.

The County reserves the right to request additional information to be used for evaluating responses received from any or all proposers.

3.6 PRICE PROPOSAL

The proposer shall provide the attached Price Proposal Page(s) (Appendix A), filled out and signed. The proposer shall indicate the amount of money to be paid by the County during the Contract term. The Price Proposal Page(s) (Appendix A) are not to be modified in any way. Price scoring for each proposer will be based on the following formula:

- a. Total Fixed Costs for All Years for Run Package (A, B or C)
(Mobilization Cost included in Year Fixed Cost)
- b. Total Variable Cost for All Years for Run Package (A, B or C)
- c. Total Proposed Cost for Run Package (A, B or C)
(a+b)
- d. Lowest Total Proposed Cost for Run Package (A, B or C)

Price Proposal Points formula: $(40 - ((c - d)/d \times 40))$

Cost Scoring Note: The lowest priced, responsive and responsible proposal (7-year total) will be awarded 40 points. Higher priced proposals will receive a lower number of cost points based on the formula above.

3.7 BUSINESS INFORMATION

Each proposer shall complete the attached Business Information Pages (Appendix B) referencing their type of business, i.e., Corporation, Limited Liability Company, Partnership (General/Limited), Joint Venture and Sole Proprietorship.

3.8 DRUG FREE WORKPLACE CERTIFICATION

The proposer shall complete the Drug Free Workplace Certifications, attached as Appendix C, and submit them with their proposal.

3.9 AMENDMENTS TO THE RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

3.10 ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

3.11 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Palm Beach County fully supports the federal government's Disadvantaged Business Enterprises Program. The DBE goal for the Contracts to be awarded pursuant to the RFP is twenty percent (20%).

To be considered responsive, each Proposer, including Proposers who are certified DBEs, shall correctly submit with their proposal a completed Schedule of DBE Participation Form, executed Letters of Intent, and the DBE Unavailability Report with good faith documentation, if applicable, with the proposal. Palm Beach County will review all forms to determine their responsiveness:

- a. Letter of Intent to Utilize DBE Subcontractors – Appendix F. TO BE SUBMITTED WITH PROPOSAL
- b. Schedule of DBE Participation – Appendix F. TO BE SUBMITTED WITH PROPOSAL
- c. DBE Unavailability Report, TO BE SUBMITTED WITH PROPOSAL *only required if goals were not met* – Appendix F.

ALL PROSPECTIVE DBEs MUST BE CERTIFIED BY THE FLORIDA UNIFORM CERTIFICATION PROGRAM (UCP) AT THE TIME OF SUBMITTAL OF THE BID. Information on how to apply for DBE certification may be obtained from Palm Tran's DBE Liaison at csalazar@pbcgov.org. As a non-certifying member of the Unified Certification Program (UCP) within the State of Florida, where the State of Florida Department of Transportation (FDOT) is the host

agency, Palm Tran will accept DBEs certified by FDOT and will accept DBE certification decisions made other Florida UCP Certifying members. The FDOT maintains a directory of certified DBE firms which is available for use by Proposers online at <http://www.dot.state.fl.us/equalopportunityoffice/>, click on DBE Directory on the right side of the page.

Schedule of DBE Participation:

Proposer shall list the proposed subcontractors in the Schedule of DBE Participation form indicating the type of work to be performed and a projection of subcontract amount or percentage of fees to be awarded, if selected. If Proposer is a certified DBE, Proposer shall complete this form and indicate the amount of work to be done with Proposer's own workforce.

Letter of Intent:

A Letter of Intent shall be executed by the Proposer and countersigned by all DBE subcontractors listed in the Schedule of DBE Participation form. The information contained in the Letter of Intent and the Schedule of DBE Participation with regard to the proposed level of DBE participation shall be the same as to content. Each DBE subcontractor listed on the Schedule of DBE Participation shall be certified as a DBE prior to bid opening in order to be eligible for award.

DBE Unavailability Report – Good Faith Efforts:

In the event a Proposer is unable to secure DBE participation at least equal to the twenty percent (20%) goal, the Proposer shall submit a DBE Unavailability Report and demonstrate, through proper documentation, its reasonable good-faith efforts to meet the goal. Reasonable good faith efforts, as determined by 49 CFR Part 26 – Appendix A to Part 26 – Guidance Concerning Good Faith Efforts, to meet the DBE Participation goals may include, but are not limited to:

- a. Attendance at any scheduled pre-bid meeting concerning DBE participation.
- b. Timely advertisement in general circulation media, trade association publications, and minority-focus media concerning subcontracting opportunities.
- c. Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids.
- d. Proof of written solicitations to DBE firms, allowing an adequate amount of time for response and inquiry from interested parties.
- e. Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.

- f. Records of providing interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract.
- g. Records of discussions with interested DBEs about the required capabilities of the project and performing a thorough investigation of the DBEs qualifications to determine inherent competencies.
- h. Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Proposer or COUNTY.
- i. A report submitted by the Proposer explaining the Proposer's efforts to obtain DBE participation. The report shall include the following:
 - i. A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to propose or otherwise contacted.
 - ii. A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with DBE, if needed to meet the stated goal, were not reached.
 - iii. A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - iv. A list of each DBE that proposed on a Subcontract but was declared "unqualified" by the Proposer complete with a detailed statement of the reasons for the Proposer's conclusion.
 - v. Any additional information on methods used to reach DBEs and the result.

3.12 RESTRICTIONS ON LOBBYING

Proposer shall submit the attached Restrictions on Lobbying Certification form (Appendix E) and submit with their proposal.

SECTION 4 SCOPE OF WORK

4.1 SERVICE MODEL

The new service model is described below.

Function	Organization Responsible
Eligibility Determination and Customer	The County has the responsibility for eligibility determination and PTC registration.
Reservations Scheduling	Reservation agents and schedulers are County employees based at PTC's administrative offices. The County also provides the paratransit software (Trapeze).
Contractor Monitoring	County retains the prime contractors and monitors the contract compliance of contractors.
Dispatching	Dispatcher services will be provided by PTC. All dispatchers are located at PTC's administrative offices. Dispatch supervisors are also Palm Tran employees. The contractor will be responsible for securing equipment and service fees a Push-to-Talk system. The contractor must provide window dispatch at the base of operations as well as staff to handle extraordinary driver issues.
Same-Day Issues	Customer same-day issues (e.g., Where's my ride?) are called into PTC reservation agents who consult with the appropriate contractor/subcontractor dispatcher before responding to the customer.
Vehicle Ownership and In-Vehicle Equipment; Vehicle Insurance	County will own and equip all revenue vehicles, except for Push-to-Talk devices, and will be allocating the vehicles to the contractors. Contractors will be responsible for providing vehicle insurance.
Vehicle Operation, Maintenance and Road Supervision	These functions will be carried out by the contractors.
Fueling	The purchasing of fuel is the responsibility of the contractor. This will include both gas and propane. A fuel escalator clause is offered.

4.2 PAYMENT STRUCTURE

All dedicated service shall be paid in accordance with Article 4 – Payments to Contractor of the Contract included as Attachment 1 based on a set of annual rates as follows:

- a. All proposed fixed costs in the course of a contract year will be totaled, divided by 52, and paid to the contractor via a fixed weekly amount.
- b. Mobilization costs will be evenly amortized over the first contractual year as part of the weekly fixed cost payment.
- c. All variable costs will be paid on a per vehicle hour (RVH) rate where RVH is defined as first departure time from the operating base to the return time to the operating base (gate-to-gate), less any breaks or down time which exceed one (1) hour.
- d. Fuel cost shall be included as a variable cost. A weekly fuel adjustment will be made for any increases or decreases in the cost of fuel. The base price for fuel will be based on the Oil Price Information Service (OPIS) price for West Palm Beach for gas and propane on the date of the RFP submission.

The actual adjustment will be determined by multiplying the number of invoiced vehicle hours provided by either gas or propane equipped vehicles by two (2) (two gallons per hour). Each fuel type will then be multiplied by the actual increase/decrease in the cost of each type of fuel.

4.3 RUN PACKAGE MODIFICATION

Each contractor will be assigned an approximate level of service based on forecast service as detailed in Attachment 8, measured in vehicle hours, that would become contractor's responsibility for service delivery. Each Contractor's level of service could be tailored periodically to adjust to changing demand, use of non-dedicated service and/or in response to differences in performance among the three (3) contractors. If the amount of work is modified to the point that suggests a reduction or augmentation of the fleet for any provider, County-owned vehicles may be shifted from one dedicated service provider to another.

The County reserves the right to modify any Run Package at the beginning of or during the contract period to accommodate changes in demand and/or contractor non-performance as referenced in Article 34 of Attachment 1, as described in Section 4.6.10, i.e., this may result in a shift of runs and vehicles among the three (3) dedicated service contractors.

The County also reserves the right to directly contract with one or more non-dedicated service providers during the course of the contract. The County may opt to shift certain trips to such non-dedicated service provider(s), as qualified later in this document.

4.4 OPERATIONAL POLICIES AND PROCEDURES

4.4.1 General Contractor Responsibilities

Under this contract, contractors (service providers) will be responsible for:

- a. Recruiting, training, managing and retaining a driver work force.
- b. Providing service delivery, using Connection vehicles, based on pre-scheduled manifests and dispatched trips assignments provided to the contractor.
- c. Ensuring that all scheduled vehicle runs are covered with scheduled drivers.
- d. Performing window dispatching; that is, checking drivers out and in at the beginning and end of runs and arranging coverage as needed.
- e. Directing drivers to come back to base early or work late.
- f. Return vehicles back to base, if needed.
- g. With the concurrence of the Connection dispatch staff, utilizing replacement vehicles and drivers as needed.
- h. Garage, maintain (including all on-board equipment), and insure vehicles provided by Palm Tran for Connection service.
- i. Provide fuel for all vehicles.

Each contractor will be provided with access to the County's Trapeze system (Build 10.0.6). Contractors will be responsible for any hardware (servers, computer equipment) physically located at the service provider's location.

4.4.2 Palm Tran Connection Responsibilities

Palm Tran's general responsibilities will include:

- a. Monitoring the service delivery contractors (dedicated and non-dedicated) and allocating work among the contractors.
- b. Providing vehicles for dedicated service providers.
- c. Performing customer eligibility determination functions as well as reservations, scheduling and dispatching, and customer service functions.
- d. Providing and maintaining a telecommunication linkage between the Connection offices and each contractor.

4.4.3 Delivery of Schedules to Contractor

Palm Tran Connection's scheduling unit will be responsible for completing the next day run schedule by 7:00 pm the day before the trip date. Upon completion of next-day's run schedules, Palm Tran's head scheduler or his/her designee will send an email to the contractor indicating that the run schedules are available.

The schedules will correspond to the run structure (i.e., number of runs, and the start and end time of each run) supplied by Palm Tran to the contractor. This run structure may change from time to time in consult with the contractor, with minor daily changes based on demand.

The manifest for each run will be available on the Mobile Data Terminal (MDT) of the vehicle to which the run has been assigned, and will use the MDT to document stop arrival times and trip dispositions, such as no-shows. However, contractor is required to also print and then deliver the vehicle manifest/schedule to each driver. All drivers are required to complete actual service data on the vehicle manifest/schedule as they proceed with their routes.

4.4.4 Dispatching

Palm Tran Connection will assign a dispatcher to each vehicle run.

During the course of a run, a Palm Tran dispatcher may add or drop one or more trips to a driver manifest, or re-order the trips. Such changes will be indicated on the MDT of the vehicle to which the run is assigned.

Driver may contact dispatch by radio to consult about any changes or other instructions.

4.4.5 Definitions of Pick-Up Window, On-Time Trips, Late Trips, and No-Shows

Pick-Up Window

Upon scheduling a trip for a customer, Palm Tran Connection call center staff will indicate and re-confirm a thirty (30) minute pick-up window for the customer. Generally, the pick-up window is +/-15 minutes on either side of the scheduled pick-up time.

On-Time Trips

A completed trip will be deemed "on-time" if the vehicle (1) arrives at the pick-up location within the pick-up window as designated on the driver manifest; and/or (2) arrives at the drop-off location no later than the designated drop-off/appointment time.

Late Trips

A completed trip will be deemed “late” if the vehicle (1) arrives at the designated pick-up location after the designated pick-up window and/or (2) arrives at the drop-off location after the designated drop-off time.

If the vehicle arrives earlier than the pick-up window, and the customer fails to show up, the five (5) minute driver wait period (see Section 4.4.7) does not begin until the beginning of the pick-up window.

4.4.6 Level of Assistance to be Provided by Drivers

Palm Tran Connection is a door-to-door service. This means that drivers will exit the vehicle, meet riders at the ground floor entrance or front door of any private residence or public building, and provide assistance navigating between the floor entrance or front door and the vehicle, and provide assistance for boarding or de-boarding of customers. However, drivers are never to lose sight of their vehicle.

Driver assistance includes: pushing the customer’s wheelchair, lending the customer a supportive arm, guiding the customer by the hand, and assisting the customer on and off the vehicle, but not carrying packages (see Section 4.4.10) Drivers shall not assist passengers using mobility devices up or down more than one (1) step or through grass or through sand.

Upon a customer boarding and prior to departing the pick-up location, the driver must confirm the destination address and collect the appropriate fare or fare ticket.

4.4.7 Driver Wait Time and No-Show Procedures

When the driver arrives within the designated pick-up window at the designated pick-up location, the customer has five (5) minutes to board the vehicle, unless additional boarding time is preapproved by Palm Tran Connection driver manifest on staff and indicated on the driver manifest.

Driver will attempt to locate the customer upon arrival at the designated pick-up location, if the customer is not present. Drivers are required to knock on the (ground floor) front door of a residence. Driver will request the passenger be paged if the pick-up location is a retail store but shall not lose sight of the vehicle.

Before a customer is determined to be a no show, the driver must contact the Palm Tran Connection dispatcher after the procedures above are performed. The dispatcher will first confirm that the vehicle is at the correct pick-up location using the MDT system. Next, the dispatcher will make a reasonable effort to contact the customer before allowing the driver to continue on the route. This will include attempting to phone the customer using any available contact number in the customer’s file. This will also include attempting to phone the reception desk at medical facilities, hospitals, and

senior centers, and the cashier or customer service center at restaurants, grocery stores, or retail establishments.

If dispatch is able to locate the customer through the above efforts, the dispatcher will instruct the driver to wait up to five (5) more minutes for the customer. If the customer then does not show, driver will contact dispatcher, and dispatcher may release driver to continue to the next stop on the driver manifest. In some case it may be more advantageous for the driver to wait. This instruction will come from the dispatcher.

If dispatch is not able to locate the customer through the above efforts, the dispatcher will release driver to continue to the next stop on the driver manifest.

In either event, the driver may not depart the pick-up location until after receiving permission from dispatch. If the driver receives such permission, the trip will be deemed a no-show.

Prior to departing home residence, the driver will leave a “no-show hanger” on the front door knob to inform the customer that an attempt was made to pick the customer up. Drivers are required to turn in the top sheet of the no-show hanger along with the completed manifest at the end of each shift.

Once the dispatcher has confirmed, by using the MDT, that the driver is at the correct pick-up location, and has waited the appropriate amount of time for the customer, and has attempted to locate the customer, the dispatcher may then consider the customer a no show. A customer cannot be considered a no show without first confirming the vehicle location via the MDT.

The contractor does not have the authority to suspend a customer's eligibility for any reason.

4.4.8 Customers, Personal Care Attendants and Companions

Customers are defined as those individuals who have applied for and been deemed eligible for ADA paratransit service, TD service and/or DOSS service and who have registered for Connection service.

Customers are allowed one companion or guest, with an additional companion allowed on a space available basis. Companions must be make the same trip as the customer and must pay full fare.

As determined in the eligibility determination process, some customers require the use of a Personal Care Attendant (PCA) for some or all trips; this will be noted in the customer file, and be noted on the run manifest of pre-scheduled trips or dispatched trip assignment. As with companions, PCAs must accompany the customer on the same trip (same origin and destination). A PCA is not a companion/guest and cannot be restricted from traveling with the customer. Also, PCAs ride free. Customers may also

request that they be accompanied by a PCA. If the customer wishes to travel with a personal care attendant, and it is not listed on the driver's manifest, the driver must get dispatch approval.

4.4.9 Other Customer and Passenger Policies

Only customers, companions and PCAs are to be transported.

Infants and small children must ride in a federally approved child passenger restraint as required by Florida law. PTC nor the contractor shall provide child safety seats. All children under eight (8) years old must be accompanied by a responsible parent or guardian.

The contractor shall refuse to transport any child when a required child seat is not provided by the customer or responsible guardian. (Such an occurrence constitutes an "incident" and shall be reported as such and will be deemed a no-show.)

Drivers are not required to physically carry any individual or their mobility device(s).

All passengers, ambulatory or wheelchair users, must wear the shoulder/lap restraints supplied. Customer will not be allowed to stand while the vehicle is in motion. All wheelchair users will be required to wear the supplied body belt and shall be secured with the appropriate tie-down/shoulder/lap belt equipment.

Consumption of food and/or beverages shall be prohibited, unless necessary for dietary and/or medical purposes.

Smoking is not allowed on board the vehicles by the driver or passengers.

4.4.9 Fare Collection Procedures

The run manifest will indicate fare due for each trip.

Drivers are to collect fare (exact change or pre-purchased fare ticket) prior to departing the pick-up location.

In cases where the customer does not have the required fare, drivers must contact dispatch for instructions prior to departing the pick-up location. Contractor will transport the customer only with approval from the dispatcher.

Cash that is supposed to be collected as fare payment (all trips less fare tickets collected) will be deducted from the contractor's invoice. The exception will be trips for which the dispatcher instructs the driver to transport the customer who fails to pay the fare; such trips will not be included in the "fare collected" total.

Customers may not tip drivers. Drivers are prohibited from accepting tips, gratuities, or gifts of any kind, either in lieu of or in addition to a fare.

4.4.10 Transporting Packages

Customers may bring with them a shopping bags or packages belonging to the customer as long as the customer has boarded with his/her packages(s) and as long as the packages(s) fits on the customer's lap or beneath his/her seat.

In providing assistance between the vehicle and the door and into and out of the vehicle, the driver is not required to carry shopping bags or packages.

Shopping bags and packages shall be limited to purchased goods; each package may weigh no more than thirty-five (35) pounds, with a limit of five (5) plastic bags or two (2) brown paper bags. Customers may also bring one (1) piece of luggage and one (1) carry-on bag.

Customers may also bring personal folding grocery carts on vehicles. Driver must secure these devices as a wheelchair before departing the pick-up location.

Contractor is prohibited from transporting illegal controlled substances, hazardous materials, fire arms or explosive devices.

4.4.11 Transporting Service Animals and Pets

Contractor is required to transport service animals in accordance with State and Federal laws. Required use of service animals will be noted in the customer profile and appear on the run manifest.

Service animals are to be properly leashed and/or harnessed and under the complete control of their handlers at all times.

If the customer brings a service animal with him/her and the requirement does not appear on the manifest or in cases where the driver questions the validity of the service animal, driver is not to confront the customer in any way. Instead, the driver is required to inform dispatch after the trip has been completed. Upon such notification, Palm Tran Connection staff will investigate.

Contractor is required to transport the pets of customers as long as pets are completely enclosed in commercially available pet carrier which must fit on the customer's lap or beneath their seat and the weight does not exceed thirty-five (35 lbs) pounds.

When requesting a trip, customers must notify call center staff of their intention to bring a pet with them on the trip. This will be detailed on the run manifest. If the customer brings a service animal with him/her and the requirement does not appear on the manifest, driver is not to confront the customer in any way. Instead, the driver is

required to inform dispatch after the trip has been completed. Upon such notification, Palm Tran Connection staff will investigate.

Contractor may refuse to transport a customer who is traveling with a pet that disrupts service for that or any other customer, with Palm Tran Connection and Dispatch approval.

4.4.12 Accidents and Incidents

The contractor shall work in conjunction with the Palm Tran Connection to ensure the safety of customers. In addition to training and planning efforts, the proper response to each incident/ accident is of critical importance to passenger safety.

Accidents or incidents which require the above responses include:

- a. All road calls, accidents and incidents which disrupt service or involve a Palm Tran Connection vehicle.
- b. Any accident or incident that involves one or more customers.

In such instances and at a minimum, the contractor shall immediately inform Palm Tran Connection dispatch, by telephone or radio, of any and all incidents and/or accidents as they occur. Contractor is required to provide Palm Tran Connection with a detailed written incident report, completed by the Driver and Dispatcher, within twenty-four (24) hours of the occurrence of any incident and/or accident.

Safety sensitive employees shall be required to undergo a drug and alcohol test according to state and federal requirements.

At the request of Palm Tran Connection staff, contractor shall make any employee involved in an accident or incident available for questioning. Additionally, a contractor's employee may be required to act as a witness for Palm Tran Connection in any litigation that may result from or rise out of any act or omission of the contractor.

Depending on the severity of the accident or incident, Palm Tran Connection may, at its sole discretion, require the contractor to remove the driver from service while the investigation is being conducted.

Palm Tran Connection reserves the right to modify these procedures.

4.4.13 Medical Emergencies

In the event of a medical emergency, the driver shall immediately pull the vehicle out of traffic and notify dispatch of the emergency. The driver shall provide any assistance reasonably required and as required by approved training. The driver shall stay with the customer until emergency assistance arrives.

4.4.14 Illegal or Unsafe Acts

In the event that any customer engages in any illegal act or in a manner that is unsafe to the customer or to any other customer and/or strikes or otherwise abuses the driver or any other customer, the driver shall, at the earliest safe moment, report the incident to dispatch for instruction.

4.4.15 Unsafe Conditions, Inclement Weather and State of Emergency

Contractor shall advise Palm Tran Connection as to the unsafe condition of local roads within the Service Area. In such events, contractor is responsible for contacting dispatch.

In the event that weather conditions or natural disasters make fulfillment of the terms and conditions of this contract unsafe or impossible. If hazardous conditions prevail, Palm Tran Connection shall be empowered to temporarily suspend services by telephone authorization to the contractor.

In this event or the declaration of a State of Emergency for any reason; Palm Tran Connection will advise contractor of the suspension of services, and endeavor to contact customers by public service announcements on local radio stations.

However, unless specifically stated by Palm Tran Connection, contractor shall assume the responsibility of providing transport for return trips. Contractor will also make all reasonable attempts to ensure the safety and security of the customer, if travel is deemed to be unsafe.

If such hazardous conditions (which significantly impact the safe operation of vehicles at normal operating speeds) are present, service standards below may be relaxed.

4.4.16 Reporting of Actual Service Performance/Completion of Manifest

Actual performance of service and the disposition of trips not served will be documented on the MDT and/or the manifest.

Additional information about the disposition of trips not completed (e.g., no-show) shall be indicated on both the MDT and the run manifest.

The contractor is required to ensure that all vehicle manifests/schedules are completed correctly and legibly by the driver and that these manifests are forwarded to Palm Tran Connection along with the contractor's invoice as set forth. If the vehicle manifests/schedules are incomplete, inaccurate, illegible, missing signatures or cannot be verified, Palm Tran Connection will return them and will not accept them until they are corrected.

4.4.17 Complaint/Commendation Policies

Customers can submit complaints or commendations by phone or in writing. The customer will be directed to register complaints directly with Palm Tran Connection. The contractor is not to directly accept customer complaints. The contractor will inform the customer to contact Palm Tran Connection directly. The contractors will treat all customer concerns related to contractor performance as complaints.

All customer complaints/ compliments received by Palm Tran Connection staff will be documented in the Complaint Management System. Palm Tran Connection may assign a complaint to the appropriate contractor for resolution.

Complaints will be documented by type, investigated by the contractor possibly including a phone interview, and appropriate action taken promptly. All complaint responses are to be reviewed, approved and signed by the Project Manager, or their designee, prior to issuance. The contractor will only receive complaints related to their performance under this contract.

The contractor shall notify Palm Tran Connection of the disposition of the complaint in writing within two (2) business days of receipt of said complaint.

The written response should detail the follow-up actions that took place to investigate the complaint, the findings and any additional actions that will take place.

4.4.18 Service Performance Metrics

It is the goal of Palm Tran Connection staff to achieve the following metrics:

- a. 95% on-time performance.
- b. Productivity of 1.53 trips per vehicle hour.
- c. A complaint ratio lower than 3.0 valid complaints per 10,000 completed trips.
- d. No more than one accident per 100,000 vehicle miles.
- e. 0% uncovered runs and 0% late pullouts.
- f. No more than one (1) road-call per 10,000 vehicle miles.

4.5 PERSONNEL AND TRAINING

4.5.1 Key Senior Staff, Minimum Qualifications and Responsibilities

Contractor shall provide “Key Senior Staff” to include:

- a. Project/General Manager
- b. Operations Manager
- c. Vehicle Maintenance Manager
- d. Safety and Training Manager
- e. Human Resources/Personnel Manager
- f. Finance Manager
- g. A Mobilization Manager

All key staff, with the exception of the Mobilization Manager, must be full-time employees of the contractor, and be able to speak, write, and understand English fluently.

All key staff must be available via cell phone during all hours of service.

Contractor may not remove or substitute key senior staff for the project without prior approval from Palm Tran Connection. Prior approval will not be given until (1) a replacement with the minimum qualifications is found; and (2) the replacement interviews with Palm Tran Connection staff and is found satisfactory.

A description of the minimum qualifications and responsibilities of each key senior staff is presented below.

4.5.2 Project/General Manager

The Project/General Manager must have a minimum of five (5) years or equivalent experience (three (3) of which must be within past five (5) calendar years) in ADA Paratransit operation, at least one of which must have been managing an operation a comparable sized paratransit operation.

The Project/General Manager position is a key to the effective operations of the service. The project manager sets the tone for the behavior and attitude of the staff and requires a person who has proven leadership, customer-service and technical skills, while possessing a familiarity and understanding of the requirements necessary to operate ADA paratransit service and all applicable Federal, State and County requirements,

including but not limited to the Americans with Disabilities Act (ADA), 49 CFR parts 40 and 655, 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.

Key Responsibilities of the Project/General Manager

- a. Oversight of operations functions and maintenance functions
- b. Oversight and implementation of human resources and labor relationship programs
- c. Oversight of safety and training programs
- d. Oversight of all administrative/support functions
- e. Liaison with the Palm Tran Connection

Core Skills

- a. Management/leadership
- b. Customer service
- c. Communication
- d. Fundamental understanding of types of trips (including ADA paratransit) served
- e. Experience with the Trapeze Paratransit Management Software
- f. Positive attitude

Main Job Duties

- a. Communicate with and advise Palm Tran Connection and other local agencies and officials concerned with the operation and viability of Palm Tran Connection service and attend meetings as may be requested.
- b. Manage all personnel-related functions including recruitment, selection, training, supervision, and discipline of all staff dedicated to Palm Tran Connection. This responsibility includes the formulation and distribution of personnel and operating policies and procedures in appropriate employee handbooks and notices.

- c. Manage all financial functions including the preparation of the annual budget and pro-forma operating statements; monitoring and approval of all expenditures; overseeing the fare collection and deposit systems to safeguard public funds; financial reporting; and administering the system's payroll, accounts payable and receivable functions.
- d. Ensure compliance with all appropriate laws and regulations including, but not limited to federal regulations (FTA, EEOC, ADA, EPA, etc) as well as state and local requirements.
- e. Establish and oversee internal programs and procedures regarding safety, training, operations, maintenance, public relations, and other areas to ensure high quality service and the safeguarding of the system's personnel and capital assets.
- f. Manage all other aspects of the system and performs additional duties as needed to ensure high-quality paratransit service. The responsibilities of this position focus on directing the proper operations of Palm Tran Connection service according to contractual responsibilities and other Palm Tran Connection policies.
- g. Serve as the liaison with Palm Tran Connection staff.

4.5.3 Operations Manager

The Operations Manager must have a minimum of three (3) years or equivalent experience within the past five (5) calendar years as an Operations Manager of an ADA Paratransit operation serving a comparable sized paratransit operation.

The Operations Manager will assist the Project/General Manager in the oversight of the daily tasks associated with implementing safe, timely, and courteous service. This position is responsible for the supervision of transportation operations.

Duties of the Operations Manager will include the following:

- a. Ensure that Palm Tran Connection services are provided in a safe, reliable and timely manner.
- b. Schedule and assign drivers and back-ups to ensure that all runs are covered and service operates according to established schedules and manifests.
- c. Provide oversight of the window dispatch and road supervision functions.
- d. Review driver reports to ensure accuracy and resolution of any problems occurring during each day's operations.

- e. Checks and approves all driver time sheets and coordinates with administrative/financial clerk to ensure payroll accuracy.
- f. Maintain operating data to document and support operations.
- g. Initiate an incident report when policy, procedure, or service standard violations occur.
- h. Safety and Training Manager.

4.5.4 Vehicle Maintenance Manager

The Vehicle Maintenance Manager must have a minimum of three (3) years or equivalent experience within the past five calendar years in managing a vehicle maintenance department for an ADA Paratransit operation of at least one hundred (100) paratransit vehicles and possess a Master Automobile Light Truck Technician and/or Master School Bus Technician Certification.

The Vehicle Maintenance Manager is responsible for the systems maintenance and repair activities to include vehicles, buildings, fuel systems, on-board equipment including MDTs, video equipment, and other physical assets. Responsibilities include, but are not limited to the following areas:

- a. Schedule a variety of mechanical work including preventive maintenance repairs and troubleshooting. Ensure compliance with the system's Preventive Maintenance (PM) programs and safety inspection schedules. Develop periodic or seasonal maintenance campaigns as needed.
- b. Maintain and secure appropriate levels of parts and fluids inventory.
- c. Coordinate maintenance subcontracts including towing and outside repairs.
- d. Keep accurate and comprehensive records pertaining to the maintenance function.
- e. Analyze such records to improve services.
- f. Supervise the vehicle cleaning program to ensure a clean and well maintained fleet at all times.
- g. Responsible for security and maintenance of the operations facilities including vehicles, tools, equipment, buildings, fuel, parts, and all other system assets.
- h. Provide oversight of janitorial and landscaping activities.

- i. Recruit, select, train, evaluate and supervise all shop personnel in coordination with the Human Resources Manager.
- j. Manage the shop safety program in coordination with the Safety and Training Manager to ensure safe work methods are known and followed with the aim of preventing injuries or damage to property.
- k. Coordinate with vehicle manufacturers, equipment suppliers, and other maintenance professional to increase knowledge and to run an effective fleet maintenance shop.
- l. Attend or arrange seminars and training activities as needed.

4.5.5 Safety and Training Manager

The Safety and Training Manager must have a minimum of three (3) years or equivalent experience within the past five (5) calendar years in managing a safety and training department for an ADA Paratransit operation.

The Safety and Training Manager is responsible for instilling in each staff member guiding principles of safety and customer service. The Safety and Training Manager's responsibilities include the following:

- a. Develop and implement the location's annual Safety and Security Action Plan.
- b. Manage and schedule training for all staff including operators and supervisors.
- c. Schedule regular refresher training for all staff including operators and supervisors, and additional refresher training and additional course work as needed.
- d. Gather, compile, and report safety, accident and worker's compensation statistics as required.
- e. Investigate and report on all vehicle and workers' compensation accidents.
- f. Supervise an employee safety team "Safety Solutions" Team.
- g. Conduct semi-annual location audits to ensure the location complies with company, Palm Tran Connection, county, state, and federal requirements.
- h. Disseminate information on supplemental training courses.
- i. Maintain accurate training files for all personnel.
- j. Provide advice and guidance to operators.

- k. Assist with daily pull-outs, including inspections, as needed.

4.5.6 Human Resources (HR) Manager

The Human Resource Manager must have a minimum of three (3) years or equivalent experience within the past five (5) calendar years in managing a HR department for an ADA Paratransit operation.

The Human Resource Manager will be responsible for employee recruitment, screening, and retention is integral to the effective provision of customer service oriented transportation. Key duties of the Human Resources Manager include the following:

- a. Conducts human resource functions including employee recruitment, screening, and hiring; administration of benefits program; and staff evaluations.
- b. Maintains employee files.
- c. Reviews employee hours and assist in the development and maintenance of employee profiles and payroll data.
- d. Ensure compliance with client, company, Florida, and federal requirements for employment.
- e. Serves as Equal Employment Opportunity (EEO) and Affirmative Action (AA) officer for the location.
- f. Develops local Equal Employment Opportunity Plan.
- g. Addresses concerns or complaints received from staff either in person or through the Employee Hotline, investigates complaints, and documents findings for review by regional and corporate compliance staff.
- h. Acts as liaison with representative of an employee union.

4.5.7 Finance Manager

The Finance Manager must have a minimum of three (3) years or equivalent experience within the past five calendar years in managing a finance department for an ADA Paratransit operation.

The Finance Manager is to be responsible for operational records and all financial administration and reporting. Duties in this position will include the following:

- a. Assist the Project Manager with the preparation of the monthly forecast and revenue accrual.

- b. Develop invoices for Palm Tran Connection.
- c. Act as the backup to the Project Manager for the timely submission of financial reports and assist and/or prepare financial analysis as directed.
- d. Direct the accomplishment of special projects involving the analysis of data, the collection of information from a variety of sources, and the identification of areas of concern and makes recommendations for cost savings and efficiency improvements.
- e. Respond to accounts payable inquiries and works with the Maintenance Manager and Operations Manager concerning procurements.
- f. Act as the backup to the parts clerk for entering maintenance invoices.
- g. Act as the supervisor to handle all payroll inquiries and discrepancies.
- h. Acts as the backup to the Administrative Clerk for the submission of the payroll.

4.5.8 Mobilization Manager

The Mobilization Manager must have a minimum of three (3) years or equivalent experience within the past five calendar years in ADA Paratransit operations, and must have managed at least two (2) ADA Paratransit mobilization efforts in those three years.

The Mobilization Manager, particularly for non-incumbents, is to manage all aspects of mobilization, working in conjunction with corporate staff and all other key staff. The responsibilities of this position will include developing and managing a Mobilization Plan, and to ensure that:

- a. The facility is readied for all functions.
- b. A full complement of employees is hired and fully-trained for each functional position.

4.5.9 Driver Qualifications, Duties, and Training

Driver Qualifications

Prior to performing under this Contract, contractor must ensure that all drivers utilized on this project/contract meet all of the following requirements:

- a. The driver must have held a valid Driver's License from any U.S. State or U.S. Territory for the last three (3) years.

- b. All drivers must undergo a Level 2 background screening as required by Section 430.0402, F.S. and described in Section 435.04, F.S. Understanding and compliance will be the responsibility of the contractor. See Attachment 3.
- c. 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.
- d. Each driver must undergo a commercial and personal driving record check with the Florida Department of Highway Safety and Motor Vehicles (MVR) and/or from a previous State if in Florida less than five (5) years. MVR are to be rechecked every six (6) months.
- e. 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.
- f. The driver must not have had a driver's license suspended or revoked for moving violations within the last three (3) years.
- g. 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 and incident and accident reports.
- h. 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 contractor's 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.
- i. Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the contractor's obligations:
 - i. Assisting passengers in getting to, on and off the vehicles.
 - ii. Securing mobility devices within the paratransit vehicle.
 - iii. Assisting passengers with the carrying of small packages.

Driver Duties

Driver duties and responsibilities include the following:

- a. Drivers must follow all Palm Tran Connection operational policies and procedures.
- b. Drivers must complete a pre-trip inspection on the vehicle prior to pull-out and noting any defects and signing the pre-trip inspection form. Equipment malfunctions include, but are not limited to, the following inoperable wheelchair lifts, inoperable MDC units, inoperable heating or cooling equipment, cracked mirrors or windshields. The contractor will provide drivers with a checklist for the drivers to use in the daily, pre-trip inspection. The checklist shall be provided to the window dispatch prior to pull-out. Determination to “pull” a vehicle off the road is the responsibility of the contractor’s window dispatch staff.
- c. Drivers shall activate and log-on to their MDT Unit upon pull-out. Drivers are required to process customer and trip information, including time and mileage of all vehicle pull-outs and pull-ins and all customer pickups and drop-offs, using the MDT.
- d. Drivers shall be required to fulfill the daily vehicle manifest, carrying out each pick-up, drop-off and other stop in the sequence given, unless otherwise directed by dispatch. Under no circumstances is the driver permitted to change, modify, or fail to complete the manifest/schedule without authorization of dispatch. Drivers providing service under this Contract may suggest dispatching an alternative to the pickup and drop-off order of trips in order to improve customer comfort or service efficiency. However, prior approval from Dispatch is required prior to making any such adjustments. Unauthorized deviation from the schedule sequence or falsification of information (written or oral) by the driver is sufficient grounds to remove the driver from service. Unauthorized deviation from the schedule includes, but is not limited to, running errands and/or side trips for the customer that have not been scheduled.
- e. Drivers are required to hit the “perform” button on the MDT unit when arriving and again when departing each stop and indicate trip dispositions for trips not completed, such as no-shows. In addition, drivers are required to complete the driver manifest.
- f. Once a vehicle arrives on time at a designated pick-up location, the driver must wait five (5) minutes for the customer to arrive. If the vehicle arrives earlier than the scheduled pick-up time, the 5-minute wait time period shall begin until the scheduled pick-up time. If the customer is not present for boarding when the driver has arrived at the door, the driver will verbally announce his arrival, knock on the door and/or ring the doorbell, and make subsequent announcements. In the event the driver cannot locate a customer upon arrival and within this 5-

minute wait time period, the driver will immediately contact dispatch for assistance. Dispatch will attempt by telephone to locate the customer and will provide further instructions to the driver. The driver will not leave the pick-up location until authorized to do so by the dispatcher. Prior to leaving the pick-up location, the driver will use the MDT device to document the vehicle location and time. If the vehicle arrives on time, and the customer cancels at door, driver shall notify the dispatcher and trip shall be recorded as a no-show. If the vehicle arrives late and the customer cannot be found or cancels at door, the driver shall notify the dispatcher and the trips shall be recorded as a missed trip. Drivers will notify dispatch in instances when they arrive at a pick-up or drop-off location more than fifteen (15) minutes ahead of or behind schedule.

- g. All drivers, including trainees, must wear a uniform consisting of a color coordinated shirt and slacks (no jeans allowed) which designates them as an employee of the contractor. Jackets and caps, as dictated by climate, must comply with uniform standards. NOTE: Palm Tran Connection reserves the right of approval on all proposed uniforms. The uniform shall consist of a white or colored blouse or shirt with a pocket, dark blue slacks or trousers, a dark baseball type cap (optional) and depending upon the season, a dark blue jacket and other dark blue outer garments. Shoes shall be black and serviceable having flat, non-skid soles. No high heels, tennis shoes or open sandals are allowed. Tee shirts, tank tops, and jeans and shorts are prohibited. No driver shall wear or display any insignia, patch or emblem other than those supplied by the contractor and approved by Palm Tran Connection. The contractor shall ensure that its drivers adhere to the dress code and take appropriate corrective action if the driver(s) fail to comply with the dress code. Each driver shall wear a Photo ID badge, supplied by Palm Tran Connection, to be worn on the shirt, blouse or jacket in a manner visible to customers. The badge will state the contractor's name and the driver's name and the word "Palm Tran Connection." All drivers are provided with such a badge after successful completion of the driver test. The badge is to be worn on the upper left side of their uniform hanging from their collar. Each driver must carry an accurate timepiece. Each driver shall verify the time with dispatch at least once each day, preferably prior to leaving the garage or during shift change.
- h. Drivers shall adhere to speed limits and parking restrictions. Complaints of reckless driving, excessive speeds, and/or illegal parking shall be reported to Palm Tran Connection. The contractor will provide a written response to the complaints. The response will detail the findings and corrective action(s) taken to preclude future occurrences. If a pattern persists, then corrective action such as suspension of the driver or removal of the driver from the program shall be considered.
- i. Drivers shall use interior lighting of the vehicle at night to provide for a safe customer egress from the vehicle. Drivers shall not drop off customers into the path of traffic.

- j. Drivers shall not leave a customer at any location that would compromise the safety of the customer or others.
- k. Drivers shall operate heating and air conditioning systems so as to provide for the comfort of customers. At a minimum, air conditioning units should be operational at all times. The driver is not authorized to open windows for ventilation in lieu of air conditioning unless the vehicle's air conditioning system fails. Drivers shall immediately report all such failures at the end of the shift, or immediately to dispatch if it is safety related.
- l. Drivers shall operate vehicle lifts from outside of the vehicle using a remote device operated via pigtail or other device. Drivers shall provide assistance to customers using adaptive devices in entering and exiting the lift platform and the vehicle. Drivers shall also provide assistance to ambulatory customers who request to use the lift to enter and exit the vehicle.
- m. Prior to departing a pick-up location, 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. Drivers are required to properly secure (lock-down or tie-down) wheelchairs, in addition to the use of seatbelts. Drivers will help secure infant seats, strollers, and any other equipment brought onboard by customers that many need to be secured during transportation. 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.
- n. Drivers shall not smoke in the vehicle at any time or operate any type of audio device (e.g., handheld game device, iPod or MP3 player, radio, tablet or iPad, or any television set, etc.) while transporting customers to their destinations. Use of cell phones while the vehicles are in operation is strictly prohibited unless for an emergency. Drivers are prohibited from eating or drinking while a customer is on board the vehicle.
- o. Drivers shall observe and require customers to observe rules of carriage to include: no smoking, no drinking of alcoholic beverages, no standing while the vehicle is in motion, no person will be put a wheelchair in motion, occupied or unoccupied, while the vehicle is moving, no persons other than the driver will be allowed to operate the vehicle or the vehicle's two-way radio, lift or ramp device, and no person will be allowed to operate an audio device (e.g., handheld game device, iPod or MP3 player, radio, tablet or iPad, or any television set, etc.) that can be heard by other customers. The driver shall, at the earliest safest moment, report any incidents to dispatch.

- p. If the customer requires assistance of a PCA, it is the customer's responsibility to have either a PCA travel with him/her or arrange to have someone other than the driver assist him/her at the origin/destination. Palm Tran will not assume custodial responsibility for customers. Drivers are not required to provide personal care services to any customer who cannot travel unattended. In the event that a customer needs but does not have a PCA with him/her, the driver shall immediately notify dispatch for instruction.
- q. Drivers are to provide customers appropriate assistance in boarding and disembarking vehicles, including using the wheelchair lifts and ramps. Drivers should also assist with mobility aid securement and with passenger restraint systems as appropriate. Unless refused by the customer, drivers shall escort customers between the vehicle and the first exterior door closest to the public right of way at the customer's origin and destination, unless that door is more than one hundred fifty (150) feet from the vehicle or prohibits line of sight from the vehicle. Drivers are required to assist the customers along the entire path of travel between vehicle and door at both pick-up and drop-off locations. Such assistance may include allowing the customer to hold the driver's arm and maneuvering the customer's wheelchair, always with the consent or specific request of the customer. Drivers are prohibited from entering buildings and from providing assistance to persons attempting to navigate more than one step.
- r. When drivers encounter non-serviceable locations, they are required to inform the customer of the problem and either offer service at an alternative location that is serviceable or inform the customer that curb-to-curb service is the only alternative. If the customer refuses to de-board the vehicle at the disputed location, the driver will be required to contact dispatch for further instructions.
- s. Drivers are required to assist customers with packages. Drivers must not attempt to carry packages while escorting customers to and from the door. While on board the vehicle, packages must be stored in a location that does not interfere with safety features, clear path of travel within the vehicle, or securement of other passengers.
- t. Drivers shall keep confidential any information that the drivers may have about the medical or other condition of the customer except as needed to perform the work related to his/her position. The drivers can report medical information to authorized medical assistance personnel at the scene of an accident or medical emergency.
- u. Drivers are prohibited from soliciting, encouraging, or accepting payment of a tip, gratuity, additional payment or any gifts or service from any customer at any time. Engaging in such conduct is grounds for immediate removal from service.
- v. Drivers will be professional and courteous at all times. In the event of an abusive customer, drivers shall at all times comport themselves as they have been

trained to do in the sensitivity training provided. Drivers who yell, swear or insult passengers shall be removed from the performance of services under this Contract.

- w. When drivers meet customers, the drivers are required to identify themselves as Palm Tran Connection drivers employed by their contractor, confirm the identity of the customer and verify the destination address.
- x. 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.
- y. Drivers are to inform dispatch if they are going to be more than ten (10) minutes outside of the scheduled pickup window for any rider.
- z. 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 immediately. Verbal notification, via the two-way communication system must take place immediately, followed by a written report, whose format will be determined by Palm Tran Connection, within twenty-four (24) hours. In the event that any customer engages in any illegal act or in a manner that is unsafe to the customer or any other customer and/or strikes or otherwise abuses the driver or any other customer, the driver shall, at the earliest safe moment, report the incident to dispatch for instruction. In the event of a medical emergency, the driver shall immediately pull the vehicle out of traffic and notify dispatch of the emergency. The driver shall provide any assistance reasonably required and as required by approved training. The driver shall stay with the customer until emergency assistance arrives.
- aa. Drivers must report any mechanical defects that impact the safety of the operation or health/welfare of the customer, including non-working air conditioning immediately.
- bb. Drivers are prohibited from taking customers to any address other than that specified on the manifest/schedule. If the customer insists on a different address, the driver must contact dispatch and obtain authorization before deviating from the address listed on the manifest.
- cc. 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.
- dd. Drivers are prohibited from distributing any materials to customers which has not been pre-approved, in writing, by Palm Tran Connection.

- ee. When drivers leave the contractor's employment, the contractor is required to collect and return the Photo I.D. badges in the driver's personnel file, for the duration of the Contract.
- ff. Contractor must ensure that each driver's work hours do not exceed legal standards.

Driver Training

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 Palm Tran Connection under which they will be required to demonstrate their competency, at a level deemed acceptable by Palm Tran Connection, of all the training they have received. No employee will be permitted to take the Palm Tran Connection administered test more than twice annually. Upon successful completion of Palm Tran Connection administered test, the driver will be issued a Palm Tran Connection ID Badge. The contractor shall train and certify all drivers before being tested by Palm Tran Connection. Only after successful completion of the written and vocational test will a driver be issued a photo ID badge from Palm Tran Connection. All drivers will be retested annually.

The competency test is administered once a week or more during the start-up period, as needed. It is administered at Palm Tran Connection's administrative offices. The time needed for the test, per individual, is determined by the abilities/knowledge of the individual and the number of individuals concurrently testing. It is recommended Contractor allow for twenty (20) minutes per driver for the wheelchair securement test and an additional two (2) hours for up to fifteen (15) drivers concurrently taking the written test.

All new drivers must be trained by the contractor, for a minimum of one hundred twenty (120) hours. A driver may not receive less than one hundred twenty (120) hours of training without a written waiver from Palm Tran Connection. Drivers will be trained to be proficient in the following areas:

- a. Know, understand, follow and implement Palm Tran Connection policies and procedures that are provided to them, including the requirements of the Americans with Disabilities Act (ADA).
- b. Know, understand, follow and implement disability recognition and sensitivity.
- c. Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training - to include 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.

- d. Know and understand proper procedures for blood borne pathogens.
- e. Ensure sensitivity to and safe transport of persons with disabilities, including the securement and storage of mobility devices.
- f. Basic professional courtesy, customer service and the elimination of attitudinal barriers.
- g. Basic professional courtesy, customer service and the elimination of attitudinal barriers including conflict resolution and stress management.
- h. Transporting Service Animals.
- i. Emergency Evacuation Procedures.
- j. Defensive Driving Skills, per National Safety Council standards, or an equivalent program.
- k. Know and understand local geography - local geography training must include locations of public and private agencies, points of interest, and other locations to which Palm Tran Connection customers are likely to travel.
- l. How to read a map. The standard map which will be used is the Palm Beach County Road Atlas (updated annually). This is also the map which will be used during driver testing. It is the contractor's responsibility to supply these map books.
- m. The proper handling of assigned vehicles.
- n. The use of the radio and MDT communication system.
- o. The understanding of and use of the manifest.
- p. The use of child safety seats.
- q. The use of all safety equipment onboard the vehicle.
- r. Steps to take in the event of an accident, incident, breakdown, or emergency conditions.
- s. Explanation of inappropriate customer interaction and restrictions on contact with customers.

- t. Any other aspects which contribute to the safety, comfort and efficiency of Palm Tran Connection service.

4.5.10 Road Supervisors and Window Dispatchers Qualifications and Duties

Road Supervisors

Contractor shall provide a sufficient number of Road Supervisors to respond to emergencies and break-downs and to periodically observe the drivers in the performance of their duties. However, a minimum of three (3) Road Supervisors must be on duty during peak operation and one (1) Road Supervisor be on duty during non-peak hours of operation for Packages "A" and "B". Package "C" requires one (1) Road Supervisor be on duty during all hours of operation.

Road supervisor vehicles will be supplied by the County.

Contractors will provide vehicles outfitted for safety supervisors. Each vehicle should be clearly identified as a "Safety Supervisor" with the appropriate warning lighting and necessary supplies and equipment to respond to emergency situations as needed.

Road supervisors shall meet the same minimum qualifications as driver (See Section 4.5.9) but also have at least one (1) year experience providing road supervisor functions or three (3) years in the field of paratransit.

Road Supervisor primary function is to be in the field working with the drivers and customers.

Road Supervisors shall be deployed in a manner consistent with the system demand and the contractor's 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.

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 contractor's contractual obligations as well as knowledge of the paratransit industry.

Window Dispatchers

Window dispatchers supervise all pull-out and pull-in activities. Contractor shall provide at least one window dispatcher per shift.

Window dispatchers shall meet the same minimum qualifications as road supervisors, but also have at least one (1) year experience providing road supervisor functions.

The responsibilities of this position focus on, but are not limited to, ensuring that there is a sufficient number of vehicles to match runs at their respective pull-out times; that there are a sufficient number of drivers for each run at pull-out; driver assignment to runs and vehicles, and making re-assignments as needed; communicating with the radio dispatchers and the maintenance staff as needed; responding to driver questions about daily assignments; ensuring that pre-run and post-run inspections have been completed; and checking-in drivers after their daily assignments.

4.5.11 Maintenance Personnel Qualifications, Duties and Training

Provision of Maintenance Staff

Contractor will recruit, train, manage and maintain a sufficient number of mechanics to maintain the Palm Tran Connection vehicle fleet allocated to the contractor to ensure that all related duties are performed in a timely fashion and that the required minimum number of vehicles by type are available for each service day.

Minimum Requirements for Mechanics

Lead mechanic applicants hired must have a minimum of five (5) years experience maintaining the types of vehicles used in Palm Tran Connection service. Supporting mechanics must have a minimum of one (1) year experience. All mechanics will have a valid Automotive Service Excellence (ASE) certificate for the specialty they are performing. In the event work is performed by a non-ASE certified technician, all such work shall be performed under the direct supervision and control of an ASE Certified supervisor, who shall approve the work and document such approval before the vehicle is placed into service. Evidence of required ASE certifications and approvals by ASE Certified supervisors shall be made available immediately upon request.

General Duties

Maintenance personnel shall maintain all revenue vehicles in accordance with the requirements of the Scope of Work. Maintenance personnel shall maintain all wheelchair lifts, ramps, and securement systems in accordance with the recommendations of the respective manufacturer. Vehicles without properly functioning wheelchair lifts or ramps, when the vehicle is equipped with same, shall immediately be removed from service until repaired. Maintenance personnel shall maintain all service vehicles in good overall operating condition. Maintenance personnel will perform both regular and preventive maintenance on vehicles and shall maintain adequate records to enable Palm Tran Connection to verify that a preventive maintenance (PM) schedule is being adhered to by the contractor. All vehicles must be maintained according to standards set below. The contractor shall be required to clean vehicles in accordance with the requirements of the Scope of Work.

4.5.12 Drug and Alcohol Testing

Contractor shall be subject to and shall comply with the requirements of Title 49 CFR Parts 40 and 655. This program shall include all personnel providing safety sensitive functions. Palm Tran Connection will handle random drug and alcohol tests, maintaining safety sensitive employee lists, completing the end of the year MIS report for the FTA, insuring collections sites and that Substance Abuse Professionals are qualified, training for reasonable suspicion and record keeping.

Drug and alcohol testing of safety sensitive personnel shall include, but not be limited to: pre-employment, random, reasonable suspicion, post-accident, and follow-up testing.

Safety sensitive personnel will be subject to random selection by Palm Tran Connection to take drug and alcohol tests in accordance with the requirements of the contractor's, or sub-contractors', drug and alcohol testing program.

In the case of random testing and without advance warning, Palm Tran Connection will notify which contractor's personnel will be subject to random testing. Random testing may occur during all hours of service. Contractor must transport contractor's personnel, at the contractor's expense, to the designated testing facility.

All drug and alcohol testing costs shall be borne by the contractor. Contractor is required to use Palm Tran's Drug and Alcohol contractor, currently:

WTC Backgrounds & Drug Testing, Inc.
ATTN: Scott Sims
1897 Palm Beach Lakes Boulevard, Suite 222
West Palm Beach, FL 33409
(561) 688-9991; Fax: (561) 370-6850
Email: info@wtcbbackgrounds.com

4.5.13 Work Place Environment

The contractor and its employees shall comply with Palm Tran Connection's "Dignity in the Workplace" and "Drug and Alcohol Free Workplace" requirements. The contractor's employees who violate either of these policies are to be removed from this Contract. The contractor also agrees to include the following requirements in each subcontract entered into as part of this Agreement.

The contractor, contractor's employees, vendors, visitors, and volunteers are to be free of the effect of drugs, alcohol, controlled substances or other prohibitive substances when they are on Palm Tran Connection property or performing Palm Tran Connection or County business. In addition, all referenced parties are prohibited from using, possessing, selling or distributing any drugs, alcohol, controlled substances or other prohibited substances when they are on Palm Tran Connection or County property or

performing Palm Tran Connection business. It is the responsibility of the contractor to advise its employees of this requirement and to ensure that its employees meet this "fitness for duty" standard. Violators of this policy will not be allowed to remain on Palm Tran Connection or County property or to continue conducting business for or with Palm Tran Connection. Contractor will submit to Palm Tran Connection within thirty, (30) days of a Drug and Alcohol violation, a written report documenting the actions taken with regard to any of its employees who violate this policy. The contractor will accept all liability arising from violation of this policy by his/her employees.

The contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed at Palm Tran Connection. Contractor acknowledges and agrees that all persons employed by it to manage or work on the Palm Tran Connection or County premises shall be held accountable for their behavior under the Palm Tran Connection's Equal Employment Opportunity and Prevention of Harassment Policies and, further, that the contractor at the request of Palm Tran Connection will remove from its work on the contract herein, any employee who should violate these policies as aforesaid. The contractor further covenants and agrees that, in the exercise of the rights and privileges granted, its employees or representatives will not deface or damage the property of the COUNTY. The contractor shall assume liability for actions on the part of its employees.

4.5.14 Personnel Records

The contractor must maintain during the term of the Contract and for no less than five (5) years thereafter, a file for all personnel in the program which must include the following:

- a. A copy of the signed, dated and completed employment application for employees, enrollment forms for independent drivers, with the completed drug and alcohol questionnaire.
- b. A copy of the employee's valid Florida driver's license, with the driver's permanent address.
- c. A copy of the compliant MVR and Level 2 background screening run prior to the employee's hiring.
- d. E-verify documentation.
- e. Copies of all certificates for all training which the employee has successfully completed. This includes drug and alcohol training.
- f. A copy of the drivers' I-9 form or INS card, as applicable indicating his/her right to work in the U.S.
- g. A copy of the employee's social security card.

- h. A copy of the employee's physical examination form.
- i. All required drug and alcohol screening results, up to and including a negative driver FTA drug test before being placed into service.
- j. This file should also include all verifiable complaints and compliments and any written reprimands and/or commendations from the contractor regarding the driver's performance on Palm Tran Connection's project.
- k. These files must be maintained for current and former employees and independent contractors for a period of five (5) years.

4.6 VEHICLES AND VEHICLE MAINTENANCE

General Requirements

Contractor shall be responsible for the vehicle maintenance of all revenue vehicles assigned by Palm Tran Connection to the contractor identified in Attachment 8 of the contractor's specific run package. All maintenance must comply with Section 14-90.004 of the Florida Administrative Code.

Contractor shall maintain all revenue vehicles in accordance with the requirements of the Scope of Work. The contractor shall maintain all accessibility and onboard equipment including wheelchair lifts, ramps, securement systems, MDT and video equipment in accordance with the recommendations of the respective manufacturer. Vehicles without properly functioning wheelchair lifts or ramps, when the vehicle is equipped with same, shall immediately be removed from service until repaired and re-inspected prior to being returned to service.

Contractor shall perform both regular and preventive maintenance on revenue vehicles and maintain all revenue vehicles in excellent overall operating condition. All vehicles must be maintained according to standards set below.

Contractor shall maintain adequate records to enable Palm Tran Connection to verify that a preventive maintenance (PM) schedule is being adhered to by the contractor.

The contractor shall be required to clean vehicles in accordance with the requirements outlined below.

Contractor shall recruit, train, manage and maintain a vehicle maintenance staff sufficient in size to ensure that all related duties are performed in a timely fashion and that a sufficient number of vehicles are ready and in safe working order to cover all scheduled runs assigned to the contractor.

4.6.1 Vehicle Fleet

The COUNTY will be purchasing all vehicles for use under this contract. As such, all vehicles at the start of the contract will be new or low mileage. Attachment 8 shows the recommended total fleet size for FY 2015 through FY 2021, assuming a ~1% annual growth in ridership.

The vehicles for use within the Palm Tran Connection program are being purchased through the Florida DOT Transit Research Inspection Procurement Service (TRIPS) program.

Palm Tran will be ordering a total of two hundred thirty-one (231) vehicles in FY 2014 as identified in Attachment 8. All cutaway vehicles will be fitted with a gaseous prep kit. The intent is for these vehicles to be retrofitted with a propane system in the second and third years of the contract at a cost to borne by the County.

The cutaway vehicles will include one hundred seventy-three (173) - 6 and 2 configuration vehicles with a twenty-one (21) foot chassis. The remaining eighteen (18) vehicles will be 12 and 2 configuration vehicles on 22 or 23 foot chassis.

Vehicles will have the following equipment preinstalled:

- Q'Straint QRTMAX Securement system
- Braun Model NCL919IB-2 (except minivans)
- A six camera security system (manufacturer to be determined)
- REI Reverse camera and monitor backing system
- Seating configurations to be determined
- "Mentor Ranger" in vehicle MDT unit

Contractor will be required to purchase and maintain a Push-to-Talk (PTT) communication system which shall be provided to all drivers. The PTT device should be greater than or equivalent to the AT&T Sonmxxp5520 (Voice, Camera, GPS) and be activated with an associated AT&T PTT, Voice & Data plan.

4.6.2 Vehicle Files

The contractor shall maintain an updated copy of its approved and compliant System Safety Program Plan (SSPP) for the term of the Contract. The SSPP shall be submitted within sixty (60) days of contract award.

The contractor shall also maintain a file for each vehicle in revenue service. This file must include the following information:

- a. A copy of the vehicle's valid registration.

- b. 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.
- c. Any accident or injury reports involving the vehicle.

The contractor shall keep copies of all accident/incident reports as well as any correspondence or documentation which results from them.

The contractor shall keep all insurance certificates current and on file at all times. Additionally, the contractor shall provide current copies of all insurance certificates to Palm Tran Connection as they are received from their insurance provider, but no less than seven (7) days prior to the policy expiration.

4.6.3 Pre-Trip Inspections

Pre-Trip inspections are required to be performed according to Section 14-90.006 Florida Administrative Code. This pre-trip inspection shall 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.

The contractor shall ensure that drivers complete a pre-trip inspection before each run/shift and submit their findings to contractor's maintenance staff. Contractor 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.

The results of the pre-trip inspection are to be documented on a "Pre-Trip Inspection Form," a copy of which is to be kept by the driver while in service and a copy maintained by the contractor. Records of such inspections shall be retained by the contractor for at least one (1) year from the date of inspection.

Any vehicle which fails the pre-trip inspection shall not be placed into service. Any vehicle placed into service which does not meet the pre-trip requirements shall be treated as a non-compliant vehicle. Failure to correctly complete a pre-trip inspection shall result in the vehicle being treated as a non-compliant vehicle.

Odometer readings from the driver's daily circle check inspection form shall be entered into the contractor's Fleet Maintenance MIS.

4.6.4 Preventive Maintenance Policies and Procedures

Contractor is required to perform all preventive and regular maintenance in accordance with the manufacturers' recommendations and the contractor's approved System Safety Program Plan, which shall include all onboard equipment and Push-to-Talk system.

During a PM inspection, the technician shall document all defects found and will have all defects listed on a repair order and corrected prior to returning the vehicle to service.

No vehicle with a past due PM will be allowed to operate until the PM is completed.

4.6.5 Other Vehicle Equipment Maintenance Procedures

Body Damage

The contractor shall be required to maintain vehicles free of broken mirrors, broken or cracked windows, grime, rust, chipped paint or dents and body damage. Vehicles with major body damage must be removed from service until the damage is completely repaired. Minor body damage will be repaired within 10 days of the accident. Major body damage is defined as any damage which caused the most exterior part of the vehicle to be pierced, any damage which prohibits the safe operation of the vehicle or any dent greater than 1" in length.

Inside Compartment

The contractor shall maintain all passenger compartments free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges. Broken or damaged seats shall be considered a safety hazard.

Heating and Air-Conditioning

Heating and air-conditioning (A/C) systems must be maintained as required to ensure the passenger compartment remains comfortable under all climate conditions. A/C equipment shall be maintained in operating condition, regardless of climate conditions.

Wheelchair Lift Maintenance

An essential element of vehicle maintenance is ensuring that the wheelchair lift is in good operating condition at all times. As part of the regular daily vehicle inspection and PM process, contractor is required to cycle the lift and perform a preventive inspection on it. Repairs and servicing of wheelchair lifts shall be recorded on the PM forms and retained for future reference. This includes, but not limited to, the replacement of worn components, gear cleaning and adjustments in alignment as necessary. Where a lift fails in service, that vehicle is immediately pulled from service and replaced with a functioning vehicle.

Vehicle Cleaning

- a. Daily Cleaning - Vehicle exteriors shall be washed and interiors shall be swept and cleaned daily before the vehicle is put into service. Daily Cleaning shall cover the inside of windows, dust seats, seatbelts, passenger restraints devices, handrails and attendant fittings, dash, window sills, dashboard, driver and fare

box area and arm rests, sweep all floor areas, remove trash and thorough clean all accidental bodily fluids or other soiled upholstery or floor stains from vehicle interiors immediately after occurrence, remove insects and graffiti as needed and ensure vehicle is free from odor.

- b. Weekly Cleaning - The contractor shall be required to wash all revenue vehicles at least weekly, or any time dirt or grime is visible by a person standing 10 feet away from the vehicle during normal daylight hours. This will include a deep cleaning and sanitizing by washing all windows, seats, floors, seatbelts, lifts, etc., with a germ killing cleanser. All vehicles shall have their exteriors free of broken mirrors, broken or cracked windows, graffiti, grime, rust, chipped paint, dents, and body damage. Windshield and mirror surfaces shall be kept free of dirt, film or precipitation that may impair vision: remove grease, grime, handprints, etc. from interior window surfaces; clean and mop bus floor.
- c. Monthly Cleaning – Each month, the contractor shall be required to “detail-clean” the vehicle to include ceiling, sidewalls, seats, windows and dash, interior light lenses, and radio/MDT. This will also include cleaning and treat with preservative all rubber or vinyl components on the interior and exterior of the vehicle. Vehicles will be exterminated for bugs on a monthly basis.
- d. Seasonal / Periodic Cleaning - The contractor shall be required to inspect all service vehicles for insects and vermin. All vehicles shall be treated as necessary to be kept free of insects and vermin. The contractor shall use fragrance free cleaning agents that are not offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles. The contractor shall immediately remove all graffiti from service vehicle exteriors and interiors the same day it occurs or replace the vehicle until such time as the graffiti is removed.
- e. Documentation - Each time the vehicle is cleaned shall be documented in the vehicle file. This record must state what was washed, who washed it, and when it was washed.

UNDER NO CIRCUMSTANCES ARE THE VEHICLES INTERIORS TO BE HOSED OR PRESSURE WASHED.

4.6.6 Parts Inventory

Contractor shall purchase and maintain a parts inventory sufficient to support – and not delay – vehicle maintenance. Inventory levels shall be adjusted based on a usage analysis. Contractors must meet a minimum inventory level of two (2) weeks usage for all parts. Palm Tran Connection recommends that the parts room be made secure and that parts issued are properly tracked on work orders, the parts room is kept locked when not attended by maintenance personnel or clerk.

4.6.7 Fueling

Contractor may fuel vehicles from a tank on the contractor's premises and/or using a fuel card system.

Vehicles are not to be fueled while providing revenue service.

A fuel/fluids report for each vehicle shall be maintained and reported monthly.

4.6.8 Maintenance Reporting

Contractor is required to document all maintenance performed on a fleet maintenance MIS system. 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 shall be retained by the contractor for a minimum of seven (7) years.

4.6.9 Palm Tran Connection's Vehicle/Maintenance Oversight and Monitoring

Palm Tran Connection's Vehicle/Maintenance Oversight Program will consist of the following:

- a. Weekly review of vehicle files, fuel/oil consumption reports and PM compliance for a randomly-selected set of vehicles.
- b. Monthly review of monthly maintenance and fuel/oil consumption reports.
- c. Unannounced visits to the contractor's operations facility to review hard copies of vehicle maintenance records, compliance with insurance regulations, parts inventory and to check for cleanliness and overall vehicle condition.
- d. Announced and unannounced vehicle safety inspection as indicated on Attachment 9.

4.6.10 Vehicle Transition

From time to time during the contract, Palm Tran Connection may elect to shift runs and vehicles among contractors as outlined in Article 34 – Modifications of Work. The process will be as follows:

- a. Palm Tran Connection will give the contractors involved a seven (7) day notice of the intention to shift vehicles.
- b. Palm Tran Connection will decide which vehicles are to be shifted. Within seven (7) days of the transfer and no later than seven (7) days before the transfer, the contractor who is receiving the additional vehicles will be given an opportunity to

inspect the identified vehicles before they are transferred, and indicate whether the vehicles have been properly maintained and repaired, normal wear and tear of the vehicle aside. If contractor determines that work needs to be done to get these vehicles into a safe and operating condition, Palm Tran Connection's Fleet Administrator will review the assessment and estimated cost. The Fleet Administrator may accept, adjust or reject the report. Any costs determined by the Fleet Administrator to be needed to get the vehicle into a safe operating condition will be deducted from the invoice of the contractor who had been maintaining these vehicles.

- c. The above provision also includes all in-vehicle equipment be in good working order.
- d. The transfer of the vehicles will be the responsibility of the contractor accepting the vehicle to take place after the last run of the vehicle on the day before the vehicle is to be operated by the new contractor. The vehicle will be available no later than 10:00 pm and thoroughly cleaned before the transfer takes place. Contractor accepting vehicle shall provide written acceptance stating vehicle is in acceptable working condition.
- e. At the end of the contract, the exact same procedure will be followed.

4.7 MAINTENANCE FACILITY

The contractor must utilize a facility or facilities, which meet(s) the following conditions:

- a. The contractor's facility must be located within Palm Beach County and in the Core Service Area.
 - Run Package "A" garage must be located north of Forest Hill Blvd
 - Run Package "B" garage must be located south of Forest Hill Blvd
 - Run Package "C" garage must be located between Northlake Blvd to the north and Boynton Beach Blvd to the south.
- b. The contractor's facilities must be suitable for conducting **all** functions to be performed in conjunction with the contract.
- c. The contractor's facilities must be fully accessible to persons with disabilities.
- d. The contractor's facilities must have lighted, secured parking for all vehicles and employees.
- e. The contractor's facilities for Run Packages A and B must be able to accommodate program growth and/or vehicle reassignment of up to seventy (70)

vehicles. The contractor's facilities for Run Package C must be able to accommodate program growth and/or vehicle reassignment of up to twenty-five (25) vehicles.

- f. The contractor's facilities must have adequate maintenance area to allow for the expeditious maintenance and repair of all vehicles.
- g. If the contractor intends on provided in-house body work, then the maintenance facility must have adequate space to accommodate. Otherwise, please provide a description as to how body work will be completed.
- h. Contractor for Run Package "A" will use a remote facility or park-outs for the Belle Glade area.

4.8 PARATRANSIT SOFTWARE AND COMMUNICATIONS LINKAGE

Palm Tran Connection uses the Trapeze Paratransit Management Software (Build 10.0.6) to support its service. This is used for all functions.

Palm Tran Connection will provide a communications link to the contractor's facility which contractor will be able to use to access Trapeze for the functions for which it is responsible.

Contractor is responsible for all computer hardware and software needed at the contractor's facility to support its functions.

4.9 REQUIRED REPORTING

The contractor is required to provide data to assist Palm Tran Connection in compiling and completing required daily, weekly, monthly, quarterly and annual reports. Specific reports for which the contractor shall be required to provide information and assistance shall 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.
- 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 (DBE) payments will be submitted with all invoices for payment. This report shall include: the date/week

of service, date payment was made to the contractor, invoice number, amount paid to the contractor, contractor's cumulative revenue, and for each DBE: date of payment and amount of payment. Report must also show the cumulative payments to DBE contractors and the weekly and cumulative percentages of participation. This information will be required in order to process invoices.

- e. Monthly maintenance and fuel/oil consumption report (to include all accidents, incidents and road calls).
- f. A driver roster or Safety Sensitive List of all current drivers shall be reported to Palm Tran Connection on Friday for each and every week. Each roster shall indicate driver's 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. New employees shall be highlighted.
- 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 Palm Tran Connection's staff, completing report forms, etc.

All monthly reports are due by the 20th day of the month, unless otherwise noted.

All records, documents, reports, etc. created or received by the contractor during the performance of this Contract shall be maintained at the contractor's Palm Beach County facility during the term of the Contract and within Palm Beach County for five (5) years thereafter, unless otherwise provided herein.

4.10 ADDITIONAL REQUIREMENT(S) OF COMMISSION OF THE TRANSPORTATION DISADVANTAGED GRANTEEES:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding

balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

4.11 REQUIRED MEETINGS AND OTHER RESPONSIBILITIES

At the direction of Palm Tran Connection, contractor may be given additional responsibilities, which shall include but not be limited to the following:

- a. Attend regularly scheduled meetings between Palm Tran Connection and contractor, as required by Palm Tran Connection. It is expected Senior Managers and/or Ownership will be asked to attend meetings with Palm Tran Connection staff and others. This typically will involve one to five meetings per month.
- b. Distribute notices, flyers, brochures, surveys and other authorized documents to customers on board Palm Tran Connection vehicles.
- c. Attend public meetings as required by Palm Tran Connection. These include, but are not limited to; Palm Tran Service Board, Palm Tran Service Board Paratransit Subcommittee, and the Palm Beach County Transportation Disadvantaged Local Coordinating Board.
- d. During disasters and public evacuation, the contractor shall make available all requested resources to respond to a public evacuation.
- e. Operate additional evening/night or Sunday service as may be requested by Palm Tran Connection with a minimum of forty-eight (48) hours notice which includes any unforeseen spikes in ridership or special events.
- f. Maintain require FEMA certifications and training as required by Palm Tran.

The contractor, 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. The customer may pick-up their own belongings if they desire.

4.12 PUBLICITY, PUBLIC COMMUNICATIONS AND COMMUNITY OUTREACH

The contractor shall not engage in any publicity regarding Palm Tran Connection without prior written approval of Palm Tran Connection, and shall not communicate with the print, television, radio or electronic media without the prior, express written approval of Palm Tran Connection. All inquiries from the press, local, state and federal agencies, or by public interest or private for profit or non-profit interest groups directed to the

contractor shall be redirected to Palm Tran Connection. Failure to comply shall result in removal from the project of the individual(s) failing to follow this procedure.

The contractor agrees to participate with Palm Tran Connection in all efforts related to publicizing the services. Said efforts may consist of, but not be limited to, press events, advertisement in neighborhood or regional papers and distribution of informational brochures or notices and attendance at meetings, functions etc., and may occur during normal business hours, on weekdays after normal business hours, or on weekends.

The contractor is prohibited from conducting eligibility outreach or marketing of Palm Tran Connection service except as specifically authorized by Palm Tran Connection.

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SECTION 5 ATTACHMENTS

- ATTACHMENT 1 - CONTRACT FOR PALM TRAN CONNECTION
PARATRANSIT SERVICES
- ATTACHMENT 2 - TRANSIT EMPLOYEES PROTECTIVE ARRANGEMENTS
13 (c) OBLIGATIONS
- ATTACHMENT 3 - BACKGROUND SCREENING – LEVEL 2
- ATTACHMENT 4 - PALM TRAN CONNECTION RIDER’S HANDBOOK
- ATTACHMENT 5 - NATIONAL TRANSIT DATABASE DEMAND RESPONSE
PURCHASED TRANSPORTATION MONTHLY LOG
- ATTACHMENT 6 - NATIONAL TRANSIT DATABASE DATA FOR
2012 THROUGH 2013
- ATTACHMENT 7 - CONNECTION’S MONTHLY OPERATING REPORTS -
JANUARY 2012 THROUGH JANUARY 2014
- ATTACHMENT 8 - PALM TRAN CONNECTION PROJECTED RIDERSHIP,
HOURS OF OPERATION AND FLEET SIZE
- ATTACHMENT 9 - VEHICLE SAFETY INSPECTION FORM

ATTACHMENT 1 - CONTRACT FOR PALM TRAN CONNECTION
PARATRANSIT SERVICES

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**CONTRACT FOR
PALM TRAN CONNECTION PARATRANSIT SERVICES
(Contract No. _____)**

This Contract No. _____ is made as of this _____ day of _____, 2014, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and *(Put in Vendor's Name and Address)* _____, *(select one of the following) an individual, a partnership, a corporation* authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide paratransit services to COUNTY, in accordance with Exhibit A, Scope of Work, and Exhibit B, CONTRACTOR's submittal dated _____, both of which are attached hereto and incorporated herein, and RFP No.14-041/SC and the Amendments thereto (also collectively referred to herein as the "RFP"). The RFP is not attached but is incorporated herein by reference.

The COUNTY's representative/liaison during the performance of this Contract shall be Ron Jones, Director, Palm Tran Connection, telephone number (561) 649-9848 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be (Name, Title) _____, telephone number _____.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A – Scope of Work but excluding the RFP and Exhibit B – CONTRACTOR's submittal; (2) the provisions of RFP No. 14-041/SC and all Amendments thereto, which are incorporated into and made a part of this Contract, excluding Exhibit B – CONTRACTOR's submittal; (3) Exhibit B - CONTRACTOR's submittal dated _____; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall take effect on October 7, 2014. CONTRACTOR shall not commence the vehicle operation, maintenance and road supervisions functions described in the Scope of Work, including the performance of its Run Package, until issued a Notice to Proceed by COUNTY's Contract Representative. COUNTY

anticipates that CONTRACTOR will commence performance on or about February 1, 2015, and complete all services by January 31, 2022.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of _____ (\$xx). The COUNTY's obligations hereunder are subject to an annual appropriation by the Board of County Commissioners for each fiscal year of the Contract. The not to exceed amount may be modified by the COUNTY in accordance with its need for services and to reflect the amount appropriated each fiscal year.

The CONTRACTOR will bill the COUNTY on a weekly basis, or as otherwise provided, at the amounts set forth in Exhibit A (Scope of Work) for services rendered toward the completion of the Scope of Work. The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Compensation will be based on Section 4.2 of Exhibit A – Scope of Work. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval and will be completed by direct wire transfer.
- C. The CONTRACTOR is required to provide an invoice, in addition to all completed vehicle manifests for each week (Sunday through Saturday) and supporting documentation to the COUNTY by the close of business on the second Friday after the completion of the billing period. CONTRACTOR agrees that this is a reasonable and acceptable billing and payment practice. CONTRACTOR waives and relinquishes any and all claims, rights, demands or causes of actions, whether legal or equitable, that it may have for payment for services not invoiced as required herein. The completed invoice shall include the following information:
1. The total number of billable units (i.e., fixed and variable costs) and the CONTRACTOR's billable rate for each type of billing unit.
 2. The total amount due to the CONTRACTOR based on the CONTRACTOR's unit rate multiplied by the number of billable units for each type of billing unit.
 3. The amount of total fares collected and amount of cash fares retained.

4. The number of paratransit tickets to ride being returned by the CONTRACTOR.
 5. The returned paratransit tickets to ride shall 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.
 6. Any fuel escalation/de-escalation costs/charges.
 7. The adjusted total amount which the CONTRACTOR is requesting from the COUNTY as payment.
 8. Copies of cancelled checks for payments made to all DBE subcontractors. CONTRACTOR is required to pay DBE subcontractors prior to receiving payment. DBE subcontractors are required to confirm that payment has been received prior to the COUNTY releasing payment to CONTRACTOR.
- D. CONTRACTOR shall include all paratransit tickets collected with this invoice.
- E. Invoice documentation shall be provided consisting of all manifests, paratransit tickets, and any other supporting documents.
- F. Once the COUNTY receives the CONTRACTOR's invoice and all required documentation, the COUNTY will verify the information on the CONTRACTOR's invoice.
- G. If there is a discrepancy, the COUNTY will work with the CONTRACTOR to resolve the discrepancy.
- H. The COUNTY shall pay the CONTRACTOR based on the CONTRACTOR's unit rate multiplied by the number of billable units for each type of billing unit and adjusted for cash fares retained, liquidated damages adjustments and any fuel escalation/de-escalation costs/charges.
- I. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract, which will normally take two (2) weeks. Invoices will normally be paid within thirty (30) days following the COUNTY's representative's approval by wire transfer.
- J. Approved invoices will be considered certified, complete and accurate.

- K. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 –BUSINESS ASSOCIATE AGREEMENT

To the extent applicable, CONTRACTOR, including its agents, servants, subcontractors and employees shall appropriately safeguard protected health information ("PHI") that may be created, received, maintained, or transmitted on behalf of the COUNTY, in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended and any related regulations (the "HITECH Act"), to the extent the acts and implementing regulations are applicable to the services provided by CONTRACTOR. Notwithstanding that HIPAA and its implementing may not prevent the disclosure of PHI, or other health or personal information acquired by CONTRACTOR in its performance of this Contract, CONTRACTOR shall not volunteer or disclose health or personal information to third parties, unless such disclosure is required by Florida's Public Records or other law applicable to the records created, possessed or maintained by CONTRACTOR.

A. General Provisions

1. **Meaning of Terms.** The terms used in this Contract shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References.** Any reference in this Contract to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Contract shall be interpreted to permit compliance with HIPAA.

B. Obligations of CONTRACTOR

To the extent required by law, CONTRACTOR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Contract or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Contract;
3. Report in writing to the COUNTY any use or disclosure of PHI not provided for by this Contract of which CONTRACTOR becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of CONTRACTOR's discovery of the security incident or breach. CONTRACTOR will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to the COUNTY. The COUNTY shall have sole control over the timing and method of breach notification to affected individual(s), the Department of Health and Human Services, and, if applicable, the media. CONTRACTOR agrees that, if requested by the COUNTY to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by the COUNTY to make breach notification to affected individuals, CONTRACTOR shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.*, and any direction from the COUNTY;
4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions, conditions, and requirements that apply to CONTRACTOR with respect to such information by requiring such subcontractors to sign an agreement with CONTRACTOR that contains, at a minimum, the same provisions as this Contract;
5. Make PHI in a designated record set available to the COUNTY and to an individual who has a right of access in a manner that satisfies the COUNTY's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by the COUNTY, or take other measures necessary to satisfy the COUNTY's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the COUNTY or an individual who has a right to an accounting within 60 days and as necessary to satisfy the COUNTY's obligations under 45 CFR §164.528;
8. To the extent that CONTRACTOR is to carry out any of the COUNTY's obligations under the HIPAA Privacy Rule, CONTRACTOR shall comply with the requirements of the Privacy Rule that apply to the COUNTY when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of the COUNTY, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and the COUNTY's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the COUNTY notifies CONTRACTOR of any restriction on the use or disclosure of PHI that the COUNTY has agreed to or is required to abide by under 45 CFR §164.522; and
11. Assist the COUNTY in complying with its Red Flags Rule obligations, if the COUNTY is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the COUNTY's Identity Theft Prevention Program (if the COUNTY is required to have a Program); (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the COUNTY agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the COUNTY of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the COUNTY of any threat of identity theft as a result of the incident.

Protect, defend, reimburse, indemnify and hold the COUNTY and Palm Tran, Inc. and their respective agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of a breach of unsecured PHI caused by any act or

omission of CONTRACTOR or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of CONTRACTOR.

ARTICLE 7 - PERFORMANCE BOND

The CONTRACTOR shall furnish, to the COUNTY, a Performance Bond or Clean Irrevocable Letter of Credit in the amount of \$1,000,000 for Run Package "A", \$1,000,000 for Run Package "B", and \$700,000 for Run Package "C" no less than seven (7) days prior to the date the Contract is presented to the Board of County Commissioners for approval. The Performance Bond or Clean Letter of Credit shall take effect on the commencement date of this Contract, and CONTRACTOR shall keep the same in full force and effect during the entire term of this Contract and for at least two (2) years after final payment is made to CONTRACTOR.

The CONTRACTOR shall furnish a Performance Bond in a form and format and with terms and conditions satisfactory to the COUNTY, that conforms with the requirements of Palm Beach County PPM CW-F-056, unless expressly provided herein to the contrary, as security for the faithful performance of Contract No. 14-041/SC. and for all costs incurred by the COUNTY to obtain full performance of the Contract, including but not limited to a replacement contract, in the event the CONTRACTOR fails to perform as required under the Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the CONTRACTOR's failure to perform the Contract whether direct, indirect, actual, consequential, or incidental, and shall include attorney's fees and costs, expert witness fees and expenses, the costs of all appellate proceedings and all time incurred by Palm Tran and other COUNTY staff.

The Performance Bond is to ensure the faithful performance of all the requirements of Contract No. _____, and to save, defend, indemnify, and hold harmless the COUNTY and Palm Tran, Inc. from any and all damages, costs, fees, and expenses either directly or indirectly arising out of any failure to perform the Contract, whether in whole or in part. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity, as issued by the United States Department of Treasury under 31.U.S.C., sections 9304 through 9308. The CONTRACTOR shall verify with the COUNTY, prior to execution of the Contract, the acceptability of the surety provided thereunder. The surety furnishing the bond shall be subject to the requirements of Sections 5 and 6 of Palm Beach County PPM CW-F-056. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The CONTRACTOR must furnish the executed Bond prior to the COUNTY's approval of Contract.

A cash deposit, certified check, or Clean Irrevocable Letter of Credit, from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of an Irrevocable Letter of Credit shall be substantially the same as that required of the Performance and Payment Bond, and the Letter of Credit shall be issued by an institution that offers security similar to

that of a bonding company. In addition, the Letter of Credit shall fully comply with the COUNTY's requirements set forth in Palm Beach County PPM CW-F-055; and, the face of the Letter of Credit shall be in the format described in PPM CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the Contract and PPM CW-F-055, the latter shall control. The COUNTY shall have the sole authority to determine whether the Letter of Credit or Performance Bond satisfies the requirements of this article.

In lieu of a Performance Bond or Clean Irrevocable Letter of Credit whose term is for the duration of the Contract, the CONTRACTOR may provide an initial Performance Bond or Clean Irrevocable Letter of Credit whose term is for one (1) year and which is renewable on an annual basis. CONTRACTOR shall renew the Performance Bond or Clean Irrevocable Letter of Credit so that it remains in full force and effect during each year of the Contract. The renewed instrument must be received by COUNTY at least sixty (60) days prior to the expiration of the then current term of the Performance Bond or Clean Irrevocable Letter of Credit provided to COUNTY. Each renewed instrument shall fully comply with the provisions of this Contract. CONTRACTOR's failure to renew or the COUNTY to receive a renewed Performance Bond or Clean Irrevocable Letter of Credit for any year of the Contract shall constitute an event of default under Section 9.B. which may result in the termination of the Contract.

ARTICLE 8 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 7 within three (3) years following final payment.

ARTICLE 9 - TERMINATION

A. Termination for Convenience of the COUNTY:

1. The COUNTY may terminate this contract, in whole or in part, at any time by providing thirty (30) days written notice to the CONTRACTOR when it is in the COUNTY's best interest. The COUNTY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the extent of termination and the effective date. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work

performed up to the time of termination. The CONTRACTOR shall promptly, but no later than one (1) year from the date of termination, submit its termination claim to the COUNTY. If the CONTRACTOR has any property in its possession belonging to the COUNTY, the CONTRACTOR will account for the same, return to COUNTY or dispose of it in the manner the COUNTY directs.

2. After receipt of a Notice of Termination, and except as directed by the COUNTY, the CONTRACTOR shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (a) Stop work as specified in the notice.
 - (b) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (c) With approval or ratification to the extent required by the COUNTY, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The COUNTY's approval or ratification will be final for purposes of this clause.
 - (d) Complete performance of the work not terminated.
 - (e) Take any action that may be necessary, or that the COUNTY may direct, for the protection and preservation of the property related to this Contract that is in the possession of the CONTRACTOR and in which the COUNTY has or may acquire an interest.
 - (f) After termination, the CONTRACTOR shall submit a final termination settlement proposal to the COUNTY in the form and with the certification prescribed by the COUNTY. The CONTRACTOR shall submit the proposal promptly, but no later than one (1) year from the effective date of termination, unless extended in writing by the COUNTY upon written request of the CONTRACTOR within this one (1) year period. However, if the COUNTY determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the CONTRACTOR fails to submit the proposal within the time allowed, the COUNTY may determine, on the basis of information available, the amount, if any, due the CONTRACTOR because of the termination and shall pay the amount determined.
 - (g) Subject to paragraph (f) of this Article 9.A.2 (referred to in 9.A.2 as "this clause"), the CONTRACTOR and the COUNTY may agree

upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit only for work performed. However, the agreed amount, whether under this paragraph (g) or paragraph (h) of this clause, exclusive of costs shown in subparagraph (h)(3) of this clause, may not exceed the total contract price as reduced by: (1) the amount of payments previously made and; (2) the contract price of work not terminated. The contract shall be modified, and the CONTRACTOR paid the agreed amount. Paragraph (h) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(h) If the CONTRACTOR and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the CONTRACTOR the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on under paragraph (g) of this clause:

(1) The contract price for completed supplies or services accepted by the COUNTY not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of:

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (h)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (h)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (h)(2)(i) of this clause solely for work performed, determined by the COUNTY under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the CONTRACTOR would have sustained a loss on the entire contract had it been completed, the COUNTY shall allow no profit under this subdivision (h)(2)(iii)

and shall reduce the settlement to reflect the indicated rate of loss.

- (3) The reasonable costs of settlement of the work terminated, including:
 - (i) Accounting, clerical, and other direct expenses (excluding legal expenses) reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements).
- (i) In arriving at the amount due the CONTRACTOR under this clause, there shall be deducted:
 - (1) All unliquidated advance or other payments to the CONTRACTOR under the terminated portion of this contract; and
 - (2) Any claim which the COUNTY has against the CONTRACTOR under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to the COUNTY.
- (j) If the termination is partial, the CONTRACTOR may file a proposal with the COUNTY for an equitable adjustment of the price(s) of the continued portion of the contract. The COUNTY may make any equitable adjustment agreed upon. Any proposal by the CONTRACTOR for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the COUNTY.
- (k) (1) The COUNTY may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the CONTRACTOR for the terminated portion of the contract including but not limited payments to the CONTRACTOR's subcontractors, if the COUNTY believes the total of these payments will not exceed the amount to which the CONTRACTOR will be entitled. This Contract is not intended to create any third party

beneficiaries and confers no rights on anyone other than the CONTRACTOR and the COUNTY and Palm Tran, Inc..

- (2) If the total payments exceed the amount finally determined to be due, the CONTRACTOR shall repay the excess to the COUNTY upon demand, together with interest computed at the rate established for the payment of judgment liens in the Fifteenth Judicial Circuit of the State of Florida. Interest shall be computed for the period from the date the excess payment is received by the CONTRACTOR to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the CONTRACTOR's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the COUNTY because of the circumstances.

- (l) Unless otherwise provided in this contract or by statute, the CONTRACTOR shall maintain all records and documents relating to the terminated portion of this contract for five (5) years after final settlement. This includes all books and other evidence bearing on the CONTRACTOR's costs and expenses under this contract. The CONTRACTOR shall maintain these records in Palm Beach COUNTY Florida and make these records and documents available to the COUNTY, its authorized agents, servants or employees, at the CONTRACTOR's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

B. Termination for Default

1. (a) The COUNTY may, by written notice of default to the CONTRACTOR, terminate this contract, in whole or in part:
 - (1) If the CONTRACTOR fails to perform the services as required or within the time specified in this contract or any extension;
 - (2) If the CONTRACTOR fails to make progress, so as to endanger performance of this contract; or
 - (3) If the CONTRACTOR fails to perform any of the other provisions of this contract.

- (4) If a transfer of 20% or more of CONTRACTOR's Run Package has been made to another contractor (by a single or cumulatively transfer(s)) due to failure to perform. This provision shall not be construed to prevent, restrict, waive or modify the COUNTY's right to terminate for any failure to perform, including the failures described in this paragraph 9.B.1. or any other provision of the Contract.
 - (b) The COUNTY's right to terminate this contract may be exercised if the CONTRACTOR does not cure such failure within ten (10) days (or more if authorized in writing by the COUNTY) after receipt of the notice from the COUNTY specifying the failure.
- 2. If the COUNTY terminates this contract in whole or in part, it may acquire, under the terms and in the manner the COUNTY considers appropriate, supplies or services similar to those terminated, and the CONTRACTOR will be liable to the COUNTY for any excess costs for those services. However, the CONTRACTOR shall continue the work not terminated.
- 3. Except for defaults of subcontractors at any tier, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONTRACTOR. The parties agree that only the following shall be deemed causes beyond the CONTRACTOR's control:
 - (a) acts of God or of the public enemy,
 - (b) fires,
 - (c) floods,
 - (d) epidemics,
 - (e) quarantine restrictions, and/or
 - (f) inclement weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR and the CONTRACTOR shall make good faith efforts to mitigate the effects of all such causes.

- 4. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of

either, the CONTRACTOR shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the CONTRACTOR to meet the required delivery schedule. Upon direction of the COUNTY, the CONTRACTOR shall also protect and preserve property in its possession in which the Government has an interest.

5. The COUNTY shall pay contract price for completed services delivered and accepted.
6. If, after termination, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the COUNTY.
7. The rights and remedies of the COUNTY in this clause are in addition to any other rights and remedies provided by law, equity or under this contract.
8. Notwithstanding anything contained in this Contract, the parties agree that the occurrence of any of the following shall be deemed a material event of default:
 - (a) The filing of any judgment lien against the assets of the CONTRACTOR related to the performance of this Contract which is not discharged, satisfied or contested in a court of law within thirty (30) days of notice to the CONTRACTOR;
 - (b) The making by the CONTRACTOR of any general assignment or general arrangement for the benefit of creditors;
 - (c) The filing by or against the CONTRACTOR or its affiliate(s), of a petition to have the CONTRACTOR or its affiliates adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition for bankruptcy, reorganization or arrangement filed against the CONTRACTOR the same is dismissed within thirty (30) days from date of service upon the CONTRACTOR or its affiliate(s));
 - (d) The appointment of a trustee or receiver to take possession of substantially all of the CONTRACTOR's assets or the assets used by the CONTRACTOR in the performance of its work under this Contract;

- (e) The attachment, execution or other judicial seizure of substantially all of the CONTRACTOR's assets and such attachment, execution or seizure is not discharged within thirty (30) days;
- (f) Any attempt by the CONTRACTOR to convey, transfer, sublet or assign, in whole or in part, its interest in this Contract, unless it has first obtained the written consent of the COUNTY;
- (g) The failure to comply with any term or condition of this Contract.

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ARTICLE 10 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees or agents of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision and control, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

CONTRACTOR will exercise full and exclusive control, management and supervision over its employees, their compensation and discharge, and shall be responsible as to all matters relating to payments made or to be made to such employees, including compliance with social security, withholding and all other laws and regulations, including but not limited to those governing labor and employment matters. The CONTRACTOR shall perform all functions and do all things necessary for the management of its employees, including but not limited to the authority to fix wages, hours, and other terms and conditions of employment; to bargain with its employees or their representatives and enter into collective bargaining agreements; to establish and enforce rules and regulations concerning the work and conduct of its employees; to establish procedures for and to handle and resolve grievances of its employees; to hire, fire, promote, layoff, supervise, discipline and discharge its employees; and to perform all of the above whether arising by collective bargaining agreement or otherwise.

CONTRACTOR shall conduct its operations and provide services in compliance with the terms and conditions of employment applicable to employees affected by the existing 13(c) agreements, the U.S. Department of Labor's (DOL) certifications under 49 USC 5333(b), 29 CFR Part 215 and all other applicable laws, executive orders, rules and regulations, which may include but are not limited to the Federal Transit Act, 49 USC 5333(b), National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), Occupational Safety and Health (OSH) Act, Employee Retirement Income Security Act (ERISA) and all applicable regulations.

The CONTRACTOR shall comply with all applicable statutory and regulatory requirements (federal, state and local) applicable to its employees and workforce, and for timely compliance therewith. Nonexclusive examples include, but are not limited to, the Comprehensive Omnibus Budget Reconciliation Act of 1985 (COBRA), Health Insurance Portability and Accountability Act (HIPAA), Uniformed Services Employment and Reemployment Rights Act, Employee Polygraph Protection Act (EPPA), Consumer Credit Protection Act (CPCA), Family and Medical Leave Act (FMLA), Worker Adjustment and Retraining Notification Act (WARN), Title VII of the Civil Rights Act of 1964, Pregnancy Discrimination Act, Equal Pay Act of 1964 (EPA), Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disability Act of 1990 (ADA), Civil Rights Act of 1991, Rehabilitation Act of 1973, and the Genetic Information

Nondiscrimination Act of 2008 (GINA), as they may be amended from time to time. CONTRACTOR shall be solely responsible for all costs associated with compliance and/or its failure to comply with any law, executive order, rule, regulation, and the 13(c) obligations of the County. CONTRACTOR's responsibilities shall include but shall not be limited to its sole responsibility for all fines, assessments, penalties, charges, fees and all determinations of a court of law or administrative agency arising from and/or related, in any manner whatsoever, to its compliance with or failure to comply with 13(c) requirements, the obligations owed to its paratransit workers, and performance of the contract.

CONTRACTOR shall determine and inform the County of its organizational structure and the manner in which it will perform the services. Any changes or substitutions in the CONTRACTOR's key personnel identified in Exhibit B attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

Palm Tran Connection may require the CONTRACTOR to remove any individual or employee from service in the performance of this Contract whose performance violates the requirements of the Contract or reflects negatively upon COUNTY and Palm Tran Connection as determined by the COUNTY, in its sole discretion. COUNTY may not direct the CONTRACTOR to reprimand, reward, suspend, discipline or discharge its employees.

ARTICLE 11 – E-VERIFY

The COUNTY has agreements with Florida's Department of Transportation (FDOT) which require the COUNTY to agree and assure FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of CONTRACTOR's employees and the employees of CONTRACTOR's subcontractors. Accordingly, CONTRACTOR agrees that it will utilize the System to verify the employment eligibility of its employees, and that it will require any subcontractor used in the performance of the Contract to verify the employment eligibility of its employees. CONTRACTOR shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to COUNTY and FDOT on forms and in the manner required by the COUNTY.

CONTRACTOR acknowledges that the COUNTY has received and will seek funds from FDOT, and that such funds may be used to pay CONTRACTOR for the services it

provides under this Agreement. CONTRACTOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. CONTRACTOR affirms to the COUNTY that it will not employ unauthorized aliens or take any other act, including acts related to the use of independent contractors, which may cause the COUNTY to be in violation of any law, or term or condition of any agreement between the COUNTY and FDOT.

ARTICLE 12 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as they may be amended from time to time. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that it is responsible for and its Contract price includes all level 2 background screening checks and any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 through 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 13 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek

Disadvantaged Business Enterprises (DBE's) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors the following provisions of this Article shall apply in addition to the provisions of Article 32 (g) regarding Disadvantaged Business Enterprises:

1. Any subcontract shall incorporate, in full text, all provisions, terms, and conditions set forth in this Contract including Specifications and Scope of Work and all attachments thereto. The CONTRACTOR shall provide to the COUNTY copies of all fully executed subcontracts including any amendments thereto within thirty (30) days.
2. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.
3. The CONTRACTOR agrees to abide by all provisions of the applicable Disadvantaged Business Enterprise (DBE) provisions of this Contract and understands that failure to comply with any of the requirements shall be considered a breach of Contract.
4. The CONTRACTOR understands that each DBE utilized on this Contract must provide its DBE certification and Palm Tran must verify current DBE status before it can be counted as DBE participation..
5. The CONTRACTOR further agrees to provide the Palm Tran DBE Liaison with a copy of the CONTRACTOR's contract with any DBE subcontractor or any other related documentation upon request.
6. The CONTRACTOR understands the requirements to comply with the task and proportionate dollar amounts throughout each year and the term of the Contract as it relates to the use of DBE firms.
7. The CONTRACTOR shall only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with other certified DBEs in order to maintain the DBE percentages established in this Contract.
8. The CONTRACTOR understands that he/she is prohibited from making any agreements with DBEs in which the DBE promises not to provide subcontractors quotations to other proposers or potential proposers.
9. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the applicable DBE provisions, and shall allow the COUNTY to inspect such records.

ARTICLE 14 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 15 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon COUNTY's receipt of funds, as a grantee or funding recipient of FDOT, FTA, or other state or federal agency, which funds are to be used for the purposes of this Contract and an annual appropriation for the purposes of this Contract by the Board of County Commissioners, as it may determine appropriate in its sole discretion. CONTRACTOR shall not perform or fail to perform any act which would contribute to or cause the COUNTY to be in violation of the terms or conditions of any grant or funding agreement or to lose, return or forfeit any funds or grant.

ARTICLE 16 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR, prior to execution of this Contract of the COUNTY, to provide evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONTRACTOR shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this contract insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this contract.

CONTRACTOR agrees to notify COUNTY of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis and shall include Sexual Abuse/Molestation Coverage at a sublimit of not less than **\$250,000**.
- B. **Business Automobile Liability:** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include Liability and Physical Damage coverage for all COUNTY owned automobiles in the care custody and control of CONTRACTOR. Coverage shall be provided on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability:** CONTRACTOR agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.
- D. **Additional Insured:** CONTRACTOR agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured or its equivalent – Designated Person or Organization endorsement to the Commercial General Liability and Business Auto. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis
- E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Within forty-eight (48) hours of the COUNTY'S request to do so, CONTRACTOR shall provide the COUNTY with a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages, limits and endorsements required by this contract have been bound and are in full force and effect. During the

term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10) days for nonpayment of premium) or non-renewal of coverage.

In addition, CONTRACTOR agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this contract. The Certificate Holder address shall read:

PALM BEACH COUNTY
c/o Palm Tran Connection
50 S Military Trail, Suite 101
West Palm Beach, FL 33415

Umbrella or Excess Liability: CONTRACTOR shall maintain an Umbrella or Excess Liability policy at a limit of liability of not less than **\$5,000,000** Per Occurrence/**\$5,000,000** Annual Aggregate, in accordance with all of the limits, terms and conditions set forth in this CONTRACT. COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Umbrella or Excess Liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and is stated as such on the Certificate of Insurance. The Umbrella or Excess Liability policy must "Follow-Form" the underlying Commercial General Liability and Business Auto Liability.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right, but not the obligation, to review, modify, reject, or accept any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

ARTICLE 17 - INDEMNIFICATION

CONTRACTOR agrees to protect, save, defend, reimburse, indemnify and hold harmless the COUNTY, Palm Tran, Inc., and their respective officers, elected officials, servants, agents and employees from and against any and all claims, suits, liability, expenses, losses, costs, fines, damages, attorney fees, (including the costs of all appeals), costs and expenses, and causes of action of every kind and character against COUNTY, Palm Tran, Inc., or their respective officers, elected officials, servants, agents and employees by reason of any cost, loss, harm, damage to person(s), including bodily injury and death, and property, incurred or sustained by any person whomsoever or any

governmental entity, including the COUNTY, which arise out of, are incidental to or relate, in any manner, to the CONTRACTOR's performance of this Contract, its acts or omissions, its negligent performance, or its failure to perform any term or condition of this Contract. CONTRACTOR's obligations hereunder shall encompass all negligent, intentional and wrongful acts of its employees, officers, servants, agents and subcontractors, and shall include all injuries or damages suffered by any person or entity, including the COUNTY, as a result of any negligent, intentional, deliberate or malicious act or omission of the CONTRACTOR or its employees, servants, agents and subcontractors. CONTRACTOR

CONTRACTOR agrees that the foregoing provision includes within its scope any and all harm, cost, loss or damage of any kind or nature, fees, costs, expenses, attorney fees, including those incurred during any type of federal or state administrative or legal proceeding or inquiry, appellate costs, and all Palm Tran, Inc. and COUNTY employee costs that arise out of or are related, in any manner whatsoever, to CONTRACTOR's obligation to comply with the applicable transit employee protective requirements of the Contract (also referred to or known as "13(c), employee transit protective arrangements or Section 5333(b) obligations") and all other state or federal laws, rules and regulations. Notwithstanding the foregoing, CONTRACTOR shall not be responsible to COUNTY for damages which arise solely out of or are solely attributable to the negligent acts or omissions, or intentional or wrongful acts of the COUNTY, Palm Tran, Inc., or their respective officers, servants, agents and employees.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 19 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 20 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 21 - LIQUIDATED DAMAGES

- A. The CONTRACTOR acknowledges and agrees that the damages that will be sustained by the COUNTY as a result of the CONTRACTOR's breach and failure to meet the performance standards of this Contract are not readily ascertainable or incapable of being determined, and that the amounts and standards set forth in this section as liquidated damages for such breach are reasonable and appropriate given the uncertain nature of the damages that may be sustained by the COUNTY, and that such Liquidated Damages are not a penalty. There will be no grace period for the assessment of Liquidated Damages.
- B. The CONTRACTOR shall be charged with a valid complaint when COUNTY determines that the CONTRACTOR has failed to provide service in accordance with either the requirements of this Scope of Work/Services and/or in instances where the CONTRACTOR's response to a complaint is inadequate or

incomplete. In all cases, COUNTY is the final arbitrator as to whether or not complaints have been adequately resolved by CONTRACTOR.

- C. If the CONTRACTOR fails to perform the services within the time specified or at the level of performance specified in this Contract, the CONTRACTOR shall, in place of actual damages, pay to COUNTY liquidated damages as follows:

Failure to maintain a vehicle per the terms of the Contract	\$100 per individual incident per day
Failure to adhere to driver qualifications and training requirements	\$100 per individual incident
Failure to maintain employee files as required or supply a request report	\$60 per individual incident
Failure of the driver to provide service per the terms of the contract including pull out requirements	\$60 per individual incident
Failure of the Contractor to meet the Performance Measures including accident ratio, breakdown ratio, and complaint ratio as referenced in 4.4.18 of Attachment A	\$2,500 per month
Failure of the Contractor's driver to pick up a scheduled passenger for any reason	\$200 per individual incident
Contractor is unable to cover a route due to a lack of drivers or vehicles or turns back a route with less than 24 hours notice.	\$300 per incident

- D. COUNTY will deduct the payment for assessed liquidated damages from monies due or to become due thirty (30) calendar days after notification of the assessment.
- E. CONTRACTOR agrees that the assessment and/or payment of Liquidated Damages cannot and will not adequately or reasonably compensate the COUNTY and its citizens for the damage and harm sustained from a pattern of substandard performance. Patterns of substandard performance include but are not limited to: three (3) or more consecutive months of the assessment of liquidated damages for the same issue or the assessment of liquidated damages exceeding One Hundred Thousand Dollars (\$100,000) in any twelve (12) month period or less. Accordingly, if CONTRACTOR demonstrates a pattern of substandard performance, the COUNTY may declare the CONTRACTOR in default and terminate this Contract under Article 9.B. of the Contract. Nothing contained in this article, Article 9, Article 34 or any other provision of the Contract shall be construed to prevent, limit or restrict COUNTY's rights to declare a default and terminate the Contract or to modify the CONTRACT as provided in Article 34 - Modifications of Work.

ARTICLE 22 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes shall be limited to: acts of God or of the public enemy; fires; floods; epidemics; quarantine restrictions; and/or inclement weather.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was for a cause beyond the CONTRACTOR's control, and without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the COUNTY's rights to modify, terminate, or stop any part or all of the work at any time.

ARTICLE 23 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes or Article 27 of this Contract, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 25 - INDEPENDENT CONTRACTOR RELATIONSHIP

1. The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole and full direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
2. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.
3. CONTRACTOR acknowledges and affirmatively represents, warrants and asserts that it is familiar with the terms and conditions of this Contract and its duties and obligations hereunder, and that in the performance of this Contract and/or in any other act, relationship or role that it has or may have with the COUNTY or Palm Tran, Inc. related to or arising out of this Contract, that it is and shall at all times be an independent contractor and not an agent or servant of the COUNTY or Palm Tran, Inc. CONTRACTOR acknowledges that it has no authority, either express or implied, to hold itself out as a servant or agent or to represent that it is an agent or servant of the COUNTY or Palm Tran, Inc. CONTRACTOR agrees that it shall not convey or suggest, in any manner whatsoever, to any person or entity (i.e., third party), that it has any authority, either real or apparent, to act for or on behalf of or as an agent of the COUNTY or Palm Tran, Inc. Accordingly, CONTRACTOR shall at no time claim, assert, infer, or suggest, in any way whatsoever, in any public or private statement whether made in any public meeting, deposition, interrogatory, hearing, trial or appeal, that it is an agent or servant of the COUNTY or Palm Tran, Inc., that the COUNTY or Palm Tran, Inc. has control over CONTRACTOR's operations, its employees or subcontractor's employees, the conduct of its business, employees, officers, servants or agents, that the COUNTY is an employer or joint employer of any employee of CONTRACTOR or any subcontractor, or that COUNTY is responsible for any fine, assessment, penalty, charge, fee or determination of a court of law or an administrative agency arising out of or related, in any manner, to CONTRACTOR's compliance with or failure to comply with any requirement of this Contract, any state, federal or local law, rule, regulation or executive order or any determination of a court of law or administrative agency.
4. CONTRACTOR affirmatively acknowledges and represents that it, in the performance of this Contract, and without the direction or control of the COUNTY

or Palm Tran, Inc., will select, hire, train, place, supervise, discipline, terminate, compensate and reward its employees; that it has determined the manner and materials by which it will perform the work, including the site from which the work will be performed; and that the facility and materials that it will utilize to perform the work will be owned and controlled by it and under its care and control.

5. CONTRACTOR further agrees to protect, save, defend, reimburse, indemnify and hold harmless the COUNTY, Palm Tran, Inc., and their respective officers, servants, agents and employees from and against any and all claims, liability, expense, loss, costs, fines, damages, attorney fees (including all appellate cost and expenses, including attorney fees) against COUNTY or Palm Tran, Inc., that is related to or results from, in whole or in part, any claim, assertion, inference, suggestion, or the like by CONTRACTOR or any employee or subcontractor of CONTRACTOR, that it, in the performance of this Contract or otherwise, is a servant or agent of COUNTY or Palm Tran, Inc. CONTRACTOR's duties and obligations under this article shall encompass acts of its subcontractors and independent contractors which are inconsistent with or conflict with CONTRACTOR's obligations hereunder.

ARTICLE 26 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 27 – PUBLIC RECORDS, ACCESS AND AUDITS

The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

In accordance with the requirements of Florida's Public Records Law, CONTRACTOR shall:

1. maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
2. provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;

3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract, which may result in the termination of this Contract under Article 9.B. of the Contract.

ARTICLE 28 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE 29 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 30 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 32 – FEDERAL ASSISTANCE AND FEDERALLY REQUIRED PROVISIONS

STATEMENT OF FINANCIAL ASSISTANCE This procurement is funded in part by contracts and grants between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration. As such, this procurement is governed by the provisions listed under the HYPERLINK "<http://www.fta.dot.gov/documents/20-Master.pdf>" Master Grant Agreement FTA MA (20), dated October 1, 2013. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in U.S. Department of Transportation (USDOT) regulations at 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," dated November 1, 2008, Rev. 3/18/2013, as it may be amended from time to time, and other laws and regulations governing procurement activities for Palm Beach County's programs and projects including the following Special Contract Provisions:

1. Prohibited Interest. No employee, officer, or agent of Palm Beach County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of Palm Beach County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (CONTRACTOR). No Palm Beach County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any contractor, potential contractor, or parties to subagreements.
2. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.
3. No Government Obligation to Third Parties. The CONTRACTOR agrees, absent express written consent of the Federal Government, that the Federal Government shall not be subject to any obligations or liabilities to any third party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this solicitation. The CONTRACTOR agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.
4. Program Fraud and False or Fraudulent Statements. The CONTRACTOR acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq., and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this project. The CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, makes, or may make pertaining to this solicitation. In addition to other penalties that may apply, the CONTRACTOR further acknowledges that if it makes a false, fictitious, or

fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government may deem appropriate. The CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1) on the CONTRACTOR, to the extent the Federal Government deems appropriate. The CONTRACTOR agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONTRACTOR shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

5. Federal Changes. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Grant Agreement (Form FTA MA(18) dated October 1, 2011) between Palm Beach County and the FTA, as they may be promulgated or amended from time to time during the term of the Contract resulting from this solicitation. CONTRACTOR's failure to comply shall constitute a material breach of this Contract.
6. Incorporation of Federal Transit Administration (FTA) Terms. The provisions contained in the Special Contract Provisions include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, as amended and the FTA's Master Grant Agreement with Palm Beach County (FTA MA 18) dated October 1, 2011, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Palm Beach County request which would cause the COUNTY to be in violation of any of the FTA terms and conditions applicable to this project or any grant the COUNTY may have with the FTA. The CONTRACTOR agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.
7. Access to Records. The CONTRACTOR agrees to provide Palm Beach County, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this solicitation for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (include a PMO contractor) access to

CONTRACTOR's construction sites and records pertaining to a major capital project, defined at 49 USC §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309, or 5311. The CONTRACTOR further agrees to maintain all books, records, accounts, and reports required under the Contract for a period of not less than five years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until Palm Beach County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

8. Civil Rights. The following requirements apply to this Contract.

- a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC §5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity. The following equal opportunity requirements apply to this solicitation:
 - (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and federal transit laws at 49 USC §5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, et seq., (which implemented Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 202 of the Americans with Disabilities Act, as amended, 42 USC §12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only to identify the affected parties.

9. Disadvantaged Business Enterprise (DBE).

a. This Contract is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs and Palm Beach County Resolution No. 99-1617 setting forth Palm Beach County's Disadvantaged Business Enterprise Program.

b. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of contract, which may result in the termination of this CONTRACTOR or such other remedy as with the concurrence of Palm Beach County, deems appropriate. Each subcontract that the CONTRACTOR enters into must include the assurance of non-discrimination set forth in this paragraph.

c. The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of

federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.

- d. This Contract or purchase order may be funded, in whole or in part with Federal financial assistance. Accordingly, it is the policy of Palm Beach County, to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded the maximum opportunity to receive and participate as subcontractors and suppliers on all contracts funded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.

- e. DBE Goal:

Palm Beach County fully supports the federal government's Disadvantaged Business Enterprises Program. The DBE commitment for this Contract is twenty percent (20%).

The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which contractors are obtained. In this regard, the COUNTY has established **DBE participation goals** and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

- f. CONTRACTOR agrees that throughout the term of this Agreement, the services as provided by the firms identified below shall remain at least at the percentage levels set forth therein.
- g. CONTRACTOR shall pay its subcontractors and suppliers prior to seeking payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY, or within thirty (30) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.
- h. CONTRACTOR agrees that nonpayment of a subcontractor or supplier shall be a material breach of this Agreement and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The

foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.

- i. CONTRACTOR agrees to submit a monthly report to COUNTY's contract representative (with a copy to Palm Tran's DBE Liaison), on DBE participation, which should contain a record of payments made to its DBE subcontractors during the current reporting period on the form provided by the COUNTY. Reports shall be submitted with each invoice. Participation is based on percentage of revenues paid by CONTRACTOR to subcontractors compared to payments received from the COUNTY. CONTRACTOR shall utilize the forms attached as Exhibit C.
- j. CONTRACTOR agrees to submit a Final DBE Participation Report containing the total amount paid to its DBE subcontractors to COUNTY. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable, on the form provided by the COUNTY.
- k. CONTRACTOR shall certify to COUNTY, the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at contract award. CONTRACTOR shall utilize the forms attached as Exhibit C.
- l. CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the agreement and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the agreement have been met, notwithstanding any other provisions of the Agreement, shall be cause for COUNTY to withhold further payments under the agreement until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the agreement, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.

A contractor whose performance falls short of its original commitments shall be subject to the compliance mechanisms the COUNTY had made applicable.

Sanctions for Noncompliance with DBE Program Provisions. Failure of the CONTRACTOR to carry out DBE program provisions shall constitute a breach of the Contract for default or such remedy as the COUNTY may

deem appropriate. The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

- m. CONTRACTOR agrees that it cannot terminate a DBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a DBE subcontractor needs to be replaced or removed, CONTRACTOR must submit a written request to COUNTY's contract representative, with a copy to Palm Tran's DBE Liaison) with detailed explanation or justification for the submission of such request. If the request is due to a voluntary cessation of the DBE firm, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of DBE subcontractors will only be approved on a case-by-case basis provided that reasons cited are properly justified. When a DBE subcontractor is terminated or fails to complete its work, CONTRACTOR must make good faith efforts to find another DBE subcontractor to substitute for the original DBE.

n. CONTRACT COMPLIANCE MONITORING

- i. Compliance monitoring is conducted to determine if CONTRACTOR and/or subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulations at 49 CFR Part 26.
- ii. Contract compliance will encompass monitoring for contract dollar achievement and DBE contractor utilization. Palm Beach County and Connection staff each shall have the authority to audit and monitor all contracts and contract related documents pertaining to activities under this Contract. The requirements of the DBE Program are applicable to the CONTRACTOR, its general contractors, third party contractors, and subcontractors and suppliers.
- iii. CONTRACTOR shall be responsible for ensuring that proper documentation with regard to its utilization and payment of DBE subcontractors is maintained at all times and provided to COUNTY as required in this Article.

- 10. Energy Conservation. The CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The CONTRACTOR further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

11. RESERVED
12. Recycled Products. If this Contract is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the purchaser or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873.
13. Government-wide Debarment and Suspension. If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The CONTRACTOR agrees to comply with, and assures compliance of each third-party CONTRACTOR and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.
14. RESERVED
15. Breaches and Dispute Resolution. FTA Circular 4220.1F imposes the requirements at 49 CFR Part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of the Contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the CONTRACTOR agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.
16. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. The CONTRACTOR agrees to report each violation to Palm Beach County and agrees that Palm Beach County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

17. Clean Water. If this Contract is valued at \$100,000 or more, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to Palm Beach County and agrees that Palm Beach County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.
18. Transit Employee Protective Agreements. The CONTRACTOR agrees to implement and comply with the transit employee protective requirements applicable to this Contract, and further agrees to include the applicable requirement(s) in each subcontract it enters into related, in any manner, to the performance of this Contract.
- a. General Transit Employee Protective Requirements: CONTRACTOR agrees that it shall implement, carry out and perform this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 USC 5333(b), the COUNTY's 13(c) agreements, the U.S. Department of Labor (DOL) certifications under 49 USC 5333(b) and the DOL guidelines at 29 CFR Part 215, and all other applicable laws, rules, regulations and orders, as they may be amended from time to time, to the extent applicable.
- b. The CONTRACTOR acknowledges its receipt of and familiarity with the documents pertaining to COUNTY's 13(c) obligations as described in Section 2.26 of RFP No. 14-041/SC, and the DOL's certifications applicable to COUNTY. The CONTRACTOR must conduct its operations and provide services in compliance with terms and conditions of employment applicable to employees affected by the 13(c) agreements, DOL certifications under 49 USC 5333(b), 29 CFR Part 215 and any other applicable law, order, rule, regulation and determination of any court of law or administrative agency. CONTRACTOR shall be responsible for the implementation of protective arrangements applicable to paratransit employees as required under the COUNTY's 13(c) Agreements, 49 USC 5333(b) and the DOL's certifications. The obligations described herein shall encompass employees of subcontractors and others to the extent required by COUNTY's 13(c) Agreements, DOL certifications, 49 USC 5333(b), 29 CFR Part 214 and all other applicable laws, rules, orders, regulations, and rules.
- c. Nonurbanized Areas: If deemed applicable by COUNTY to CONTRACTOR's performance of this Contract, the CONTRACTOR

agrees that it will implement and comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Labor and Transportation, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto to the extent they are otherwise applicable to this Agreement.

- d. CONTRACTOR is responsible for compliance with and the implementation of the protective arrangement applicable to its employees and paratransit workers as required under the County's 13 (c) Agreements, 49 USC 5333(b), and the DOL's certifications. CONTRACTOR shall conduct its operations and provide services in compliance with the terms and conditions of employment applicable to employees affected by the existing 13(c) agreements, the U.S. Department of Labor's (DOL) certifications under 49 USC 5333(b), 29 CFR Part 215 and all other applicable laws, executive orders, rules and regulations, which may include but are not limited to the Federal Transit Act, 49 USC 5333(b), National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), Occupational Safety and Health (OSH) Act, Employee Retirement Income Security Act (ERISA) and all applicable regulations.
- e. CONTRACTOR shall comply with all applicable statutory and regulatory requirements (federal, state and local) applicable to its employees and workforce. Nonexclusive examples include, but are not limited to, the Comprehensive Omnibus Budget Reconciliation Act of 1985 (COBRA), Health Insurance Portability and Accountability Act (HIPAA), Uniformed Services Employment and Reemployment Rights Act, Employee Polygraph Protection Act (EPPA), Consumer Credit Protection Act (CPCA), Family and Medical Leave Act (FMLA), Worker Adjustment and Retraining Notification Act (WARN), Title VII of the Civil Rights Act of 1964, Pregnancy Discrimination Act, Equal Pay Act of 1964 (EPA), Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disability Act of 1990 (ADA), Civil Rights Act of 1991, Rehabilitation Act of 1973, and the Genetic Information Nondiscrimination Act of 2008 (GINA), as they may be amended from time to time.
- f. CONTRACTOR shall be solely responsible for all costs associated with compliance and/or its failure to comply with any law, executive order, rule, regulation, and the 13(c) obligations of the County. CONTRACTOR's responsibilities shall include but shall not be limited to its sole responsibility for all fines, assessments, penalties, charges, fees and all determinations of a court of law or administrative agency arising from and/or related, in any manner whatsoever, to its compliance with or failure to comply with 13(c) requirements, the obligations owed to its paratransit workers, and the performance of the Contract.

- g. CONTRACTOR expressly acknowledges and agrees that its obligations hereunder and as further described in Section 4_of RFP No. 14-041/SC are encompassed within the scope of CONTRACTOR's obligation to save, defend, indemnify and hold harmless the COUNTY and Palm Tran, Inc. as further described in Article 17 of this Contract.

19. RESERVED

- 20. Drug and Alcohol Testing. This Contract involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, the CONTRACTOR agrees to participate in Palm Tran's Drug and Alcohol testing program that complies with 49 CFR Part 655, part 40 and 49 U.S.C. §, as amended by MAP-21. In the event the CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's contract administrator must be included in any subsequent agreement. The CONTRACTOR further agrees to certify, prior to the commencement of services under the Contract and annually thereafter, compliance with current FTA regulations, including the submittal of the Management Information System (MIS) reports annually, to the COUNTY's representative/liaison.
- 21. Privacy Act. This Contract involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, and drug and alcohol enforcement activities files are organized so that information could be retrieved by personal identifier. Accordingly, the CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violating the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.
- 22. Charter Bus. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

23. School Bus Requirements. Pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally- funded equipment, vehicles, or facilities.
24. HIPAA. The CONTRACTOR shall comply with all laws and regulations relating to medical confidentiality and patient privacy, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as they may be amended from time to time and the regulations promulgated thereunder by the Federal and State agencies responsible for their implementation.
- The CONTRACTOR shall comply with the terms of Article 6, the standard "BUSINESS ASSOCIATE" Agreement as required by the COUNTY to implement the HIPAA regulations.
25. Use of Seat Belts. The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies for its employees and other personnel that operate company owned, rented or personally operated vehicles.
26. Lobbying. The CONTRACTOR agrees to file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient.
27. ADA Access. The CONTRACTOR agrees to comply with 42 U.S.C. Sections 12101 et seq.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; 36 CFR Part 1192 and 49 CFR Part 38.

ARTICLE 33 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on

the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 Million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

Notwithstanding the assessment and payment, by the CONTRACTOR, of liquidated damages, the COUNTY reserves the right to:

- a. Shift up to 6% of the Contractor's runs (40% run package) or 3% of the Contractor's runs (20% run package) to another Contractor (for any reason.)
- b. Shift any number of runs to another Contractor and/or default the Contractor for cause if the Contractor 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 One Hundred Thousand Dollars (\$100,000) in any twelve (12) month period.
- c. Contractors and Palm Tran Connection will determine whether the Contractor can handle the influx without incurring additional fixed

expenses. Only when the Contactor's assigned vehicles increase or decrease by more than 15% will fixed costs be reevaluated.

ARTICLE 35 – NO INTENDED THIRD PARTY BENEFICIARIES

This Contract is made solely and specifically among and for the benefit of the parties hereto and Palm Tran, Inc. It is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto and Palm Tran, Inc. No other person or entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary.

ARTICLE 36 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Ron Jones, Director
Palm Tran Connection
50 South Military Trail, Suite 101
West Palm Beach, FL 33415

If sent to the CONTRACTOR, notices shall be addressed to:

ARTICLE 37 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 34 - Modifications of Work.

ARTICLE 38 – REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 39 – LIVING WAGE ORDINANCE

1. The Palm Beach County Living Wage Ordinance (Ordinance 2003-004) requires the County and its paratransit contractors and subcontractors to pay a living wage of \$11.64 per hour (effective October 1, 2013 through September 30, 2014). CONTRACTOR acknowledges and agrees that this Contract is subject to the ordinance, as it may be amended from time to time, and that it must act in conformity with its provisions.
2. Before entering into any contract, the Contractor shall provide a certificate to the Palm Tran Connection stating that if awarded the contract, they will pay each employee no less than the living wage. Subcontractors must provide the certificate to the Contractor, who shall forward to COUNTY.
3. Contractor shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.64 per hour as of October 1, 2013. If you are not paid this hourly rate, contact your supervisor or lawyer." The preceding statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using Times New Roman 14-point font, Courier new 14-point font, or Arial 14-point font. Posting requirements will not be required if the employer attaches a copy of the preceding statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Contractor shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract.
4. Every six (6) months the Contractor shall certify and file with COUNTY, certification that all employees who worked for the Contractor during the preceding six (6) month period were paid the living wage in compliance with the ordinance. Palm Tran Connection has the right to request records of living wage pay. Contractor shall maintain records for three (3) years.

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IN WITNESS WHEREOF, the Mayor of the Board of County Commissioners of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

WITNESSES:

CONTRACTOR

Signature

Company Name

Name (type or print)

By: _____
Signature

Signature

Typed Name

Name (type or print)

Title

(corp. seal)

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Shannon R. LaRocque, P.E.
Assistant County Administrator
Interim Executive Director, Palm Tran

EXHIBIT A
SCOPE OF WORK

Contract No. _____

(To be completed upon Award of Contract)

4.1. *Buyers to add using department's scope of work.*

DRAFT

ATTACHMENT 2 - TRANSIT EMPLOYEES PROTECTIVE ARRANGEMENTS
13 (c) OBLIGATIONS

DRAFT

1
Board of County Commissioners
John C. Lytal, Chairman
Gregory B. Evatt, Vice-Chairman
Francis P. Koehler
Marilyn Meelen
Bailey

County Administrator
John C. Sensbury



July 26, 1977 —

Honorable Francis X. Burkhardt
Assistant Secretary of Labor
U.S. Department of Labor
5325 - 14th and Constitution Avenue
Washington, D.C. 20210

RE: UMTA Applications
Palm Beach County, Florida
Operating Assistance 1975-76
Operating Assistance 1976-77

Dear Mr. Burkhardt:

- On August 5, 1975, the Board of County Commissioners of Palm Beach County, Florida, officially approved the execution of the Section 13(c) Agreement between the Florida Transit Management, Inc. and the Amalgamated Transit Union. It is our understanding that as of July 29, 1975, the 13(c) Agreement was entered into between Florida Transit Management and Local Division 1267 of the Amalgamated Transit Union, AFL-CIO.

With respect to the above referenced Assistance Grants, which as of this date have not been assigned an ID number, we will agree to placing the following language in the Contract of Assistance between the Department of Transportation and the Palm Beach County Transportation Authority.

The public body agrees that the agreement between Florida Transit Management, Inc. and Amalgamated Transit Union, Division 1267, dated July 29, 1975, incorporated

Board of County Commissioners
 Ike Lytal, Chairman
 Peggy B. Evatt, Vice-Chairman
 Dennis P. Koehler
 Bill Medien
 Bill Bailey

County Administrator
 John C. Sansbury



herein by reference, makes appropriate protective arrangements for the employees of the Corporation, as required by 13(c), whose terms shall be binding upon the Corporation and upon any private successor to the Corporation in the management and operation of the transit system.

In the event the County or other public body of which the County is a party, should undertake the management and operation of the transit system, the County agrees to negotiate with the employees of the Corporation, or their representative, fair and equitable protective arrangements in compliance with 13(c) of the Act, which shall be acceptable to such employees, or if not acceptable, the matter shall be submitted to the Secretary of Labor for his determination.

In the event of a transition from private to public ownership and operation of the transit system, the public body agrees that the employees of the County shall not be deprived of their status and rights as private employees.

Very truly yours,

Peggy B. Evatt, Chairman
 Board of County Commissioners

PE:cm

WHEREAS, the Palm Beach County Transportation Authority of West Palm Beach, Florida ("Public Body"), has filed an application under the Urban Mass Transportation Act of 1964, as amended ("Act"), for an operating assistance grant (FLS-4007) and a capital improvement grant (FLS-0001) to purchase 12 transit buses and other transit-related equipment, as more fully described in the project application ("Project"); and

WHEREAS, the Public Body has contracted for the management and operation of the publicly-owned transit system with Florida Transit Management, Inc. ("Company"), whose employees are represented by Local Division 1267 Amalgamated Transit Union AFL-CIO ("Union"); and

WHEREAS, sections 13(c) (1) and 13(c) of the Act require, as a condition of assistance thereunder, that fair and equitable arrangements be made as determined by the Secretary of Labor "to protect the interests of employees affected by such assistance"; and

WHEREAS, the parties have agreed upon the following arrangement as fair and equitable;

NOW, THEREFORE, it is agreed that in the event this Project is approved for assistance under the Act, the following terms and conditions shall apply:

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not in any way adversely affect employees covered by this agreement.

(2) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits not previously vested may be modified by collective bargaining and agreement of the operator of the transit system and the Union to substitute rights, privileges and benefits of equal or greater economic value.

(3) The collective bargaining rights of employees represented by the Union, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements shall be preserved and continued. The Company agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreement to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining with a private employer.

(4) Any employee covered by this agreement who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his employment as a result of the Project, including any program of efficiencies or economics directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges, and benefits as specified in the employee protective arrangements (attached hereto and made a part hereof as Exhibit "A"); provided, however, that nothing in Exhibit "A" shall be deemed to supersede or displace any other provisions of this agreement, and in the event of any conflict or inconsistency between them, the other provisions of this agreement shall control.

(5) The Company shall be financially responsible for the application of these conditions and will make the necessary arrangements with the Union to provide for a mutually satisfactory claims handling procedure under this agreement. In the case of an adversely affected employee, the Company will either honor the claim by restoring the claimant to his former position

with full back pay and allowances, or Page 28 of 35 to the Union of its basis for failing to honor such claim, giving reasons therefor. In the event the Company fails to honor such claim, the Union may invoke the following procedure for further joint investigation of the claim by giving notice of its desire to pursue such procedures. Within ten (10) days from the receipt by the Company of such notice, the parties shall exchange such factual information as may be available to them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third parties such additional factual information as may be relevant. As soon as practicable thereafter, the parties shall meet and attempt to agree upon the proper disposition of the claim. If no such agreement is reached, and the Company decides to reject the claim, it shall give written notice of its final rejection of the claim, detailing its reasons therefor. In the event the claim is so rejected by the Company, the claim may be processed to arbitration as provided by paragraph (9) of this agreement. Throughout the claims handling and arbitration procedures, the Company or other operator of the transit system shall have the burden of affirmatively establishing that any such deprivation of employment, or other worsening of employment position, has not been a result of the Project, by proving that only factors other than the Project affected the employee.

(6) Any employee in the bargaining unit represented by the Union who has been terminated or laid off for lack of work as a result of the Project shall be granted priority of employment or re-employment to fill any vacant position on the transit system for which he is, or by training or re-training can become, qualified. In the event training or re-training is required by such employment or re-employment, the Company or other operator of the transit system shall provide or provide for such training or re-training at no cost to the employee, and such employee shall be paid, while training or re-training the salary or hourly rate of his former job classification or the training rate of the classification for which he is training, whichever is higher.

(7) Employees covered by this agreement will be given the first opportunity for employment in any new jobs, included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project for which they are, or by training or re-training can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by the Company, or other operator of the transit system, and the Union prior to the filling of such jobs, or by arbitration at the request of either party, if such arrangements are not agreed upon prior to such date. The Company or other operator of the transit system will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training period can become qualified, and are willing to bid these jobs.

The Company or other operator of the transit system will give written notice to the Union prior to commencing any new operations which create additional jobs, and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the details of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this agreement. In the event the parties are unable to agree upon such provisions, the dispute may be submitted to arbitration as hereinafter provided.

(8) In the event the Company contemplates any change in its organization or operations which will result in the dismissal or displacement of employees, or rearrangement of the working forces represented by the Union as a result of the Project, the Company shall give reasonable written notice of such intended change to the Union. Such notice shall contain a full and adequate statement of the proposed changes to be effected, including an estimate of the number of employees of each classification affected by the intended changes. Thereafter, within thirty (30) days from the date of said notice, the Company and the Union shall meet for the purpose of reaching agreement with respect to the application of the terms and conditions of this agreement to the intended changes. Any such change involving a dismissal, displacement, or rearrangement of the working forces represented by the Union shall provide for the selection of forces from the employees represented by the Union on bases

accepted as appropriate for application of 35 particular cases; any assignment of employees made necessary by the intended changes shall be made on the basis of an agreement between the Company and the Union. In the event of a failure to agree, the dispute may be submitted to arbitration by either party pursuant to paragraph (9) of this agreement. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §5(2) (f) of the Interstate Commerce Act.

(9) Any labor dispute or controversy regarding the application, interpretation, or enforcement of any of the provisions of this agreement which cannot be settled by the parties hereto within thirty (30) days after the dispute or controversy first arises, may be submitted at the written request of either party to a board of arbitration as hereinafter provided. Each party shall, within ten (10) days, select one member of the arbitration board, and the members thus chosen shall select a neutral member who shall serve as chairman. Should the members selected by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, either party may request the American Arbitration Association to furnish a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five (5) days after receipt of such list, determine by lot the order of elimination, and thereafter the Union and the Company shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral member. The decision by majority vote of the arbitration board shall be final, binding and conclusive, except in the case of a tripartite arbitration, at which time the decision of the neutral member shall control. Each party shall pay the fees and expenses of the arbitrator it selects. The fees and expenses of the third or impartial arbitrator, as well as any other joint expenses incidental to the arbitration, shall be borne equally by the parties. Nothing in this paragraph, or agreement shall be construed to enlarge or limit the right of the employees covered by this agreement to utilize, upon expiration of any collective bargaining agreement or otherwise, any economic measures that are not inconsistent or in conflict with the collective bargaining agreement or applicable law.

"The term 'labor dispute' as used herein shall be broadly construed and shall include, but not be limited to, any controversy arising concerning wages, salaries, hours, working conditions, or benefits, including health and welfare, sick leave, insurance, or pension or retirement provisions, any differences or questions that may arise between the parties, including the making or maintaining of collective bargaining agreements, the terms to be included in such agreements, any grievances that may arise, and any controversy arising out of or by virtue of any of the provisions of this agreement for the protection of employees affected by the Project."

(10) Nothing in this agreement shall be construed as an undertaking by the Union or the employees covered by this agreement to forego any rights or benefits under any other agreement or under any provision of law.

(11) The term "Project", as used in this agreement, shall not be limited to the particular facility assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are traceable to the assistance provided, whether they are the subject of the grant contract, reasonably related thereto, or facilitated thereby. The phrase "as a result of the Project" shall, when used in this agreement include events occurring in anticipation of, during, and subsequent to the Project.

(12) All employees represented by the Union shall continue to be employed on the transit system by any successor-employer in the management and operation of the transit system and seniority rights of all such employees shall be maintained and continued in accordance with the seniority rosters in effect on the date of acquisition of the system by the successor-employer. All persons employed under the provisions of this paragraph shall be appointed to comparable positions on the transit system without examination, and such employees shall be credited with their years of service for purposes of seniority, vacations and pensions in accordance with the Company records and applicable collective bargaining agreements. The successor-employer shall assume, or arrange for the assumption of, the obligations of the Company with regard to wages, hours, working conditions, health and welfare, and pension or retirement provisions for employees. No employee of the Company shall suffer any worsening of his wages, seniority, pension, vacation, health and welfare insurance, or any other benefits by reason of the Project.

(13) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Company to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the transit system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(14) The employees in the bargaining unit represented by the Union shall continue to receive coverage under Social Security, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(15) In the event any provision of this agreement is held to be invalid or otherwise unenforceable under the Federal, State, or local law, such provision shall be re-negotiated for purpose of adequate replacement under section 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, either party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in this agreement and any other appropriate action, remedy, or relief.

(16) The Company agrees that before any arrangements are made by the Authority or other public body for the management and operation of the transit system which would have the effect of transferring the employees covered by this agreement from private to public employment, it will negotiate with such employees, or their representatives, a supplemental employee protective arrangement, in compliance with section 13(c) of the Act which shall be acceptable to such employees, or if not acceptable, the matter shall be submitted to the Secretary of Labor for his determination.

(17) If this Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the Federal Government and the applicant for federal funds, provided, however, that this agreement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms, nor shall the collective bargaining agreement between the Union and the operator of the transit system merge into this agreement, but each shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective duly authorized representatives this 29th day of July, 1975.

FLORIDA TRANSIT MANAGEMENT, INC.

By John Pippin

John Pippin, Resident Manager
LOCAL DIVISION 1267

AMALGAMATED TRANSIT UNION, AFL-CIO

By Tommy J. Nolte

Tommy J. Nolte, President

EXHIBIT "A"

The employee protective arrangements for the Project to which this Exhibit "A" applies shall include the following rights, privileges, and benefits to the extent applicable to any covered employee:

(1) (a) Whenever an employee retained in service is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee" and shall be paid a monthly "displacement allowance", to be determined in accordance with this paragraph. Said displacement allowance shall be paid during the protective period following the date on which the employee is first displaced, so long as the employee is unable, in the normal exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation of the position from which he was displaced.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by 12, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be further adjusted to reflect any subsequent wage adjustments increasing employee compensation. If the displaced employee's compensation in his current position is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent wage adjustments), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. It is not intended that the provisions of this paragraph shall affect in any way the retirement or annuity rights and privileges of any employee. If a displaced employee fails to exercise his seniority rights to secure another position available to him, which does not require a change in his place of residence as hereinafter defined, to which he is entitled under the working agreement and which carries a wage rate and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(2) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, he shall be considered a "dismissed employee", and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. This dismissal allowance shall be first paid each dismissed employee on the 30th day following the day on which he is "dismissed", and continue payable monthly for the following periods of time:

Employee's length of service
Prior to adverse effect

1 day to 6 years
6 years or more

Period of payment

equivalent period
6 years

During the 5-year period following the date on which an employee is deprived of employment, the monthly dismissal allowance shall be equivalent to 1/12 of the compensation received by him in the last twelve (12) months of his employment in which he earned compensation (adjusted to reflect subsequent wage adjustments increasing compensation) prior to the date on which he was first deprived of employment as a result of the project.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the project and he is unable to obtain by the exercise of his seniority rights another position; or, when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the project; or, as a result of the exercise of seniority rights by other employees brought about as a result of the project. Any such deprivation of employment which occurs as a result of an agreement reached or arbitration award rendered in accordance with these employee protective arrangements which require a selection from, or reassignment of, the working forces, shall not be deemed to be any less a result of the project by reason of such agreement or award. In the absence of proper notice of an intended change, or an agreement or arbitration award specifying arrangements for the selection from, or reassignment of, the working forces, as required by the protective conditions applicable to the project, no employee who has been deprived of employment as a result of the project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the public body informed as to his current address and the current name and address of any other person by whom he may be regularly employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of this agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the working agreement, and such employee may be required to return to service of his former employer for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, as hereinafter defined, if his return does not infringe upon the employment rights of other employees under the working agreement.

(f) When an employee who is receiving a dismissal allowance returns to service, said allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of

such reemployment, he shall be entitled to all other applicable provisions of this agreement.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his Union representatives, and his former employer, shall agree upon a procedure by which the Public Body shall be currently informed of the wages earned by such employee in employment other than with his former employer, and the benefit received.

(h) The dismissal allowance shall cease prior to its normal expiration date, as described in paragraph (2) (a) above, in the event of the failure of the employee without good cause to return to service in accordance with the working agreement by the exercise of his seniority rights to secure an available position in his former classification, or for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, as hereinafter defined, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with the working agreement.

(3) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the rules and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(4) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including without limitation group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Social Security, Workmen's Compensation and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(5) No employee shall be entitled to an allowance under paragraphs (1) or (2) hereof because of the abolishment of a position to which, at some future time, he could have had, been transferred, or promoted.

(6) (a) Any dismissed or displaced employee, who is retained in service or who is later restored to service after being entitled to receive a dismissal or displacement allowance and who is required to change the point of his employment or he is required, in order to retain or secure active employment with his employer and is thereby required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the travelling expenses for himself and his immediate family, and for his own actual

loss during the time necessary for such travel, and for a reasonable time thereafter (not to exceed five (5) working days) used in securing a place of residence in his new location. The exact extent of the responsibility of the Public Body under this paragraph, and the ways and means of transportation shall be agreed upon in advance between the Public Body and the employees affected or their Union representatives. Claims under this paragraph must be submitted to the Public Body within ninety (90) days after they are incurred.

(b) If any such employee is furloughed within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Public Body shall assume the expense of moving his household and other personal effects under the provisions of paragraph (a) hereof.

(c) Except as otherwise provided in this paragraph, changes in place of residence, subsequent to the initial changes caused by the action taken pursuant to the Project, which do not result from said action but grow out of the normal exercise of seniority, shall not be considered within the purview of the provisions of this paragraph.

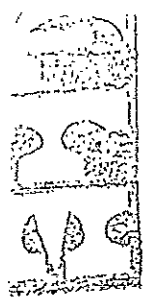
(d) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the Public Body (or who is later restored to service after being entitled to receive a dismissal allowance) and who is required to change the point of his employment by a distance of twenty (20) straight line miles in order to retain or secure active employment with his employer, within his protective period as a result of the Project, and is, thereby, required to move his place of residence; provided, however, that these conditions shall not apply where the change of the point at which the employee is employed results in bringing that point nearer his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Public Body for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the transaction of sale, so as to be unaffected thereby. The Public Body shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person. It is the intent of this paragraph that the fair market value so determined and to be received by the employee, is not to be reduced by any expenses incident to the closing of the transaction of sale of home, such as loan discount, loan closing costs, preparation of abstract, or deed of sale, and the employee will be made whole for any such expense involved.

If the employee is under a contract to purchase his home, the Public Body shall protect him against loss under such contract and, in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling

Transit Employees Protective Arrangement 13(c) Obligations of the Project, with the Page 38 of 35 of depriving an employee of benefits to which he should be entitled under this Exhibit as an employee affected by the Project, the provisions of this agreement shall apply to such employee as of the date when he was so affected.



OPERATING FOR PALM BEACH COUNTY TRANSPORTATION AUTHORITY
Department of Airports, Office S-1537 West Palm Beach, Florida 33406 Telephone (407) 655-2555

April 16, 1979

Mr. Edward Weiss, Counsel
Department of Labor
Washington, D.C. 20210

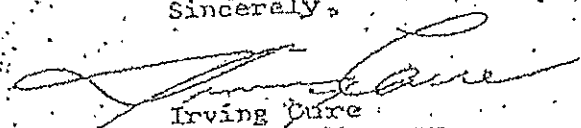
Re: 13 C

Dear Mr. Weiss:

I wish to express that we are amenable to the terms and conditions as specified in the Amalgamated Transit Union letter of July 12, 1978 signed by Mr. D.V. Maroney, Jr. This is pertinent to Operating Assistance Grant Applications FL-05-4069 and FL05-4070.

Furthermore, Palm Beach County Transportation Authority and Florida Transit Management, Inc. wish to express that we are amenable to the July 12, 1978 letter as it applies and may apply to all future Section 5 Operating Assistance Grant Applications unless notified otherwise.

Sincerely,


Irving Dure
Resident Manager

IC/mb

National (Model) Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as Amended

WHEREAS, the Congress recognized in the National Mass Transportation Assistance Act of 1974 that the urban mass transportation industry required operating assistance to maintain service to the public, stimulate ridership and assist communities in meeting their overall development aims; and

WHEREAS, Sections 3(e)(4), 5(n)(1) and 13(c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance; and

WHEREAS, the fundamental purpose and scope of this agreement is to establish such fair and equitable employee protective arrangements on a national and uniform basis for application throughout the urban mass transportation industry to those employees and employees represented by the labor organizations signatory hereto; and

WHEREAS, the undersigned American Public Transit Association and the national labor organizations signatory hereto have agreed upon the following arrangements as fair and equitable for application to any urban mass transportation employer ("Recipient") who is a signatory hereto and who has been designated to receive federal operating assistance under the Urban Mass Transportation Act of 1964, as amended ("Act");

NOW, THEREFORE, It is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Recipient:

1. The term "Project", as used in this agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this agreement, include events occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this agreement.
2. The Project, as defined in paragraph (1), shall be performed and carried out in full compliance with the protective conditions described herein.
3. All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.
4. The collective bargaining rights of employees covered by this agreement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. [NOTE: As an addendum to this agreement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by Interest arbitration proceedings.] Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

5. (a) In the event the Recipient contemplates any change in the organization or operation of its system which may result in the dismissal or displacement of employees, or rearrangement of the working forces covered by this agreement, as a result of the Project, the Recipient shall do so only in accordance with the provisions of subparagraph (b) hereof. Provided, however, that changes which are not a result of the Project, but which grow out of the normal exercise of seniority rights occasioned by seasonal or other normal schedule changes and regular picking procedures under the applicable collective bargaining agreement, shall not be considered within the purview of this paragraph.

(b) The Recipient shall give to the unions representing the employees affected thereby, at least sixty (60) days' written notice of each proposed change, which may result in the dismissal or displacement of such employees or rearrangement of the working forces as a result of the Project, by sending certified mail notice to the union representatives of such employees. Such notice shall contain a full and adequate statement of the proposed changes, including an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

At the request of either the Recipient or the representatives of the affected employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this agreement shall commence immediately. These

negotiations shall include determining the selection of forces from among the employees of other urban mass transportation employers who may be affected as a result of the Project, to establish which such employees shall be offered employment with the Recipient for which they are qualified or can be trained; not, however, in contravention of collective bargaining agreements relating thereto. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit it to arbitration in accordance with the procedures contained in paragraph (15) hereof. In any such arbitration, final decision must be reached within sixty (60) days after selection or appointment of the neutral arbitrator. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §5(2)(f) of the Interstate Commerce Act.

6. (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7) (e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such month, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

7. (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

Employee's length of service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such month based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by

his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement that such employee did not comply with this obligation.

8. In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.
9. No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.
10. No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.
11. (a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the travelling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.
(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12) (a) hereof.
(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.
(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
12. (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

13. (13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 year and less than 3 years	6 months' pay
3 year and less than 5 years	9 months' pay
5 year and less than 10 years	12 months' pay
10 year and less than 15 years	12 months' pay
15 year and less than over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

14. Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.
15. (15)(a) In the event there arises any labor dispute with respect to the protection afforded by this agreement, or with respect to the interpretation, application or enforcement of the provisions of this agreement, not otherwise governed by Section (12)(c) hereof,

the Labor-Management Relations Act, as amended, Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective agreement involving the Recipient and the union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, it may be submitted at the written request of the Recipient or the union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Recipient or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this agreement, the board of arbitration shall meet within fifteen (15) days after selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision by majority vote of the arbitration board shall be final and binding as the decision of the arbitration board, except as provided in subparagraph (b) below. All the conditions of the agreement shall continue to be effective during the arbitration proceedings.

(b) In the case of any labor dispute otherwise covered by subparagraph (a) but involving multiple parties, or employees of urban mass transportation employers other than those of the Recipient, which cannot be settled by collective bargaining, such labor dispute may be submitted, at the written request of any of the parties to this agreement involved in the dispute, to a single arbitrator who is mutually acceptable to the parties. Failing mutual agreement within ten (10) days as to the selection of an arbitrator, any of the parties involving may request the American Arbitration Association to furnish an impartial arbitrator from among members of the National Academy of Arbitrators who is then available to serve. Unless otherwise provided, in the case of arbitration proceedings under paragraph (5) of this agreement, the arbitrator thus appointed shall convene the hearing within fifteen (15) days after his selection or appointment and shall render his decision within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed. The decision of the neutral arbitrator shall be final, binding, and conclusive upon all parties to the dispute. All the conditions of the agreement shall continue to be effective during the arbitration proceeding. Authority of the arbitrator shall be limited to the determination of the dispute arising out of the interpretation, application, or operation of the provisions of this agreement. The arbitrator shall not have any authority whatsoever to alter, amend, or modify any of the provisions of any collective bargaining agreement.

(c) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Recipient's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71).

(e) Nothing in this agreement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration of any collective bargaining agreement or otherwise, any economic measures which are not inconsistent or in conflict with applicable laws or this agreement.

16. Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit.
17. The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, whether publicly- or privately-owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the federal, State, or local law, in the context of a particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for purpose of adequate replacement under §13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(22) This agreement establishes fair and equitable employee protective arrangements for application only to federal operating assistance Projects under §53(h) and 5 of the Act and shall not be applied to other types of assistance under §5 or under other provisions of the Act, in the absence of further understandings and agreements to that effect.

(23) The designated Recipient, as hereinabove defined, signatory hereto, shall be the sole provider of mass transportation services to the Project and such services shall be provided exclusively by employees of the Recipient covered by this agreement, in accordance with this agreement and any applicable collective bargaining agreement. The parties recognize, however, that certain of the recipients signatory hereto, providing urban mass transportation services, have heretofore provided such services through contracts by purchase, leasing, or other arrangements and hereby agree that such practices may continue. Whenever any other employer provides such services through contracts by purchase, leasing, or other arrangements with the Recipient, or on its behalf, the provisions of this agreement shall apply.

(24) An employee covered by this agreement, who is not dismissed, displaced, or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding, shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this agreement.

(25) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

(26) Any eligible employer not initially a party to this agreement may become a party by serving written notice of its desire to do so upon the Secretary of Labor, the American Public Transit Association, or its designee, and the unions signatory hereto, or their designee. In the event of any objection to the addition of such employer as a signatory, then the dispute as to whether such employer shall become a signatory shall be determined by the Secretary of Labor.

(27) In the context of a particular Project, any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Recipient, and who may be affected by the assistance to the Recipient within the meaning of 49 U.S.C.A. 1609(c), may become a party to this agreement as applied to the Project, by serving written notice of its desire to do so upon

the other union representatives of the employees affected by the Project, the Recipient, and the Secretary of Labor. In the event of any disagreement that such labor organization should become a party to this agreement, as applied to the Project, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(28) This agreement shall be effective and be in full force and effect for the period from November 26, 1974 to and including September 30, 1977. It shall continue in effect thereafter from year to year unless terminated by the A.P.T.A. or by the national labor organizations signatory hereto upon one hundred twenty (120) days' written notice prior to the annual renewal date. Any signatory employer or labor organization may individually withdraw from the agreement effective October 1, 1977, or upon any annual renewal date thereafter, by serving written notice of its intention so to withdraw one hundred twenty (120) days prior to the annual renewal date; provided, however, that any rights of the parties hereto or of individuals established and fixed during the term of this agreement shall continue in full force and effect, notwithstanding the termination of the agreement or the exercise by any signatory of the right to withdraw therefrom. This agreement shall be subject to revision by mutual agreement of the parties hereto at any time, but only after the serving of a sixty (60) days' notice by either party upon the other.

(29) In the event any project to which this agreement applies is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Recipient or other applicant for federal funds; provided, however, that this agreement shall not merge into the contract of assistance but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective agreement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives.

AMERICAN PUBLIC TRANSIT ASSOCIATION

By: /s/ Stanley H. Gates, Jr. and /s/ B.R. Stokes 7/23/75

AMALGAMATED TRANSIT UNION, AFL-CIO

By: /s/ D.V. Maroney, Jr. 7-23-75

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

By: /s/ Matthew Guinan 7-23-75

RAILWAY LABOR EXECUTIVES ASSOCIATION

American Railway Supervisors' Association

American Train Dispatcher's Association

Brotherhood of Locomotive Engineers

Brotherhood of Maintenance of Way Employees

Brotherhood of Railway Signalmen

Brotherhood Railway Carmen of the United States and Canada

Brotherhood of Sleeping Car Porters

Hotel & Restaurant Employees & Bartenders International Union

International Association of Machinists & Aerospace Workers

International Brotherhood of Boilermakers & Blacksmiths

International Brotherhood of Electrical Workers

International Brotherhood of Firemen & Oilers

International Organization Masters Mates & Pilots of America

National Marine Engineers' Beneficial Association

Railroad Yardmasters of America

Railway Employees' Department, AFL-CIO

Seafarers' International Union of North America

Sheet Metal Workers' International Association

Transport Workers Union of America

United Transportation Union

By: /s/ C. J. CHAMBERLIN and /s/ William J. Hickey 7-31-75

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

By: /s/ C. L. DENNIS 7-31-75

BROTHERHOOD OF LOCOMOTIVE ENGINEERS By: /s/ William E. Skutt 7-31-75

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

By: /s/ John F. Peterpaul 7-31-75

The Gill Memorandum: The Gill Memorandum is a supplemental document to the National (Model) Section 13(c) Agreement.

MEMORANDUM TO THE SECRETARY OF LABOR

The parties have agreed on the following proposals as to administrative use of the national agreement in processing applications for operating assistance under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended:

1. Immediately upon execution of the agreement by the national officers, they and the Secretary should urge the local parties to sign the agreement as promptly as possible.
2. Local parties who nevertheless elect not to sign the agreement will not be legally bound by it; in processing any cases involving such non-signatory parties, it will be discretionary with the Secretary as to how he will utilize the standards set forth in the national agreement as guidelines. The failure of local parties to sign the agreement may be a factor to be considered by the Secretary in determining whether there are special circumstances under paragraph 5 below. Similarly, the existence of any legal disabilities preventing a recipient from complying with portions of the agreement, or other special questions of application of Section 13(c), may be factors to be considered under paragraph 5.
3. The protective arrangements set forth in the national agreement shall be available to all affected employees and binding on all such employees covered by the agreement.
4. Individual project notices, full documentation, and individual project sign-off procedures, under current practices and policies of the Department of Labor, should continue.
5. Individual project review by the Secretary of Labor shall be given at the request of any interested party, to determine whether special circumstances are presented by the project which require changes in the master agreement or supplemental arrangements, as applied to the particular project.
6. In the event it is determined by the Secretary that changes or supplemental arrangements are required, there should be an opportunity to negotiate such arrangements and changes in accordance with existing case-handling procedures prior to any Secretarial determination of the disputed issues.
7. The scope of the master agreement shall not include federal operating assistance for dial-a-ride, taxi, jitney, van pooling, car pooling, subscription service, or other forms of paratransit services. The master agreement shall similarly not cover or be applied to special operating assistance for projects for the elderly and handicapped.
8. In regard to any other non-covered capital, operating, or demonstration project, the interested parties shall retain their right to individual negotiation of fair and equitable employee protective arrangements for the particular project under existing case-handling procedures wherein the interested parties will determine for themselves whether and to what extent the master agreement shall be made applicable to such project; if no agreement is reached by the parties, the Secretary's regular case-handling procedures shall be utilized.
9. The parties will set up an appropriate standing committee to consult with and assist the Secretary and his staff on problems which arise in the administrative use of the national agreement.



Denise Digel Dytrych
County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2225
Suncam: (561) 273-2225
FAX: (561) 355-4398
<http://www.co.palm-beach.fl.us>

Palm Beach County
Board of County
Commissioners

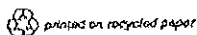
Burt Aaronson, Chairman
Maude Ford Lee, Vice Chair

Karen T. Marcus
Carol A. Roberts

Warren H. Nawoll
Mary McCarthy
Ken L. Foster

County Administrator
Robert Weissman, P.E.

"An Equal Opportunity
Affirmative Action Employer"



July 14, 1998

Kelly Andrews
Director of Statutory Programs
Room N-5603
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Transmitted by Facsimile
& U.S. Mail

Re: Proposed Terms for Employee Protection Certification
DOL Referral of FTA Grant FL-90-X346

Dear Ms. Andrews:

This letter is in response to Mr. Larry Newton's letter of June 15, 1998, acknowledging his timely receipt of Assistant County Attorney Donna Raney's objections to the Department of Labor's Proposed Terms for Employee Protection Certification contained in the Department's May 21, 1998, referral letter.

Mr. Newton advised that the Department had determined that the newly executed Letter of Agreement between Palm Tran, Inc. (Palm Tran) and the Amalgamated Transit Union (ATU) Local 1577, which was not included in the proposed certification, constituted a change in factual circumstances. Palm Tran and ATU were directed to enter into negotiations/discussions to develop understandings as to whether, how, and to what extent the Letter of Agreement should be incorporated into the protective terms for the pending grant.

The parties have reviewed the Department's June 15, 1998, letter, and discussed the inclusion of the Letter of Agreement into the Department's proposed employee protection arrangements. The parties have agreed that the Letter of Agreement shall supplement the parties' 13(c) arrangements described in the Department's Proposed Terms for Employee Protection Certification set forth in Attachment A to Mr. Larry Newton's letter dated May 21, 1998.

Accordingly, Palm Tran agrees to the Department's Proposed Terms for Employee Protection Certification (DOL Referral of FTA Grant FL-90-X346) set forth in Attachment A to Mr. Newton's May 21, 1998, letter, as

Kelly Andrews
July 14, 1998
Page 2

supplemented by the terms and conditions of the Letter of Agreement dated June 2, 1998, between Palm Tran, Inc. and ATU Local 1577, a copy of which is attached hereto. The terms and conditions of the Department's Proposed Terms for Employee Protection Certification, as supplemented by said Letter of Agreement, provide protection to the employees represented by ATU which satisfy the requirements of 49 U.S.C. Section 5333(b).

In reaching this agreement with ATU, Palm Tran represents to the Department that it is its understanding that ATU is vested with full legal authority to engage in collective bargaining in accordance with the provisions of Florida law. Palm Tran further represents that the transfer of employees from Florida Transit Management, Inc. to Palm Tran, the successor employer, including impacts upon any right, privilege and/or benefit, was negotiated and discussed with ATU Local 1577's officers. Palm Tran further acknowledges its continued reliance upon the representations made by ATU Local 1577's officials and the authority of ATU Local 1577 to make such representations.

Sincerely,



Robert Weisman
President, Palm Tran, Inc.
County Administrator, Palm Beach County, Florida

cc: Denise Dytrych, County Attorney
✓Robert Finke, Executive Director, Palm Tran
Vincent Bonvento, Assistant County Administrator
Maureen Cullen, Chief Assistant County Attorney
Donna Raney, Assistant County Attorney
Robert Molofsky, General Counsel, ATU
Larry Newton, Project Representative, DOL
Susan Schruth, Region IV, FTA
Dennis McCabe, President, ATU Local 1577

3

Letter of Agreement
between
Palm Tran, Inc. and
Amalgamated Transit Union - A.F.L. of C.I.O. - C.L.C., Local 1577

R98 797 D

THIS LETTER OF AGREEMENT is made and entered into this 2 day of JUN 1998, by and between Palm Tran, Inc. (referred to herein as "Palm Tran") and Amalgamated Transit Union - A.F.L. of C.I.O. - C.L.C., Local 1577 (referred to herein as "ATU").

Whereas, Palm Tran and ATU each acknowledge that the parties have been engaged in a dispute as to the status of Palm Tran, Inc. and its employees, and are now in agreement that Palm Tran, Inc. is a public employer and that its employees are public employees as defined in Section 447.203, Florida Statutes; and

Whereas, ATU has advised Palm Tran that it intends to immediately register with the Florida Public Employees Relation Commission (PERC) and seek to become the certified bargaining agent for the same bargaining unit that it represented when the unit's employer was Florida Transit Management, Inc. (FTM), the predecessor employer to Palm Tran, Inc.; and

Whereas, Palm Tran has advised ATU that it is satisfied as to the majority status of ATU and the appropriateness of the unit, and that it will voluntarily recognize ATU as the employee organization in accordance with the requirements of Part II of Chapter 447, Florida Statutes; and

Whereas, ATU and Palm Tran will meet to discuss a written contract setting forth the terms and conditions of employment which will reflect the prior tentative agreement negotiated by the parties; provided, however, that Article 47 will be modified to delete the reference to binding interest arbitration and Article 40 will be modified to indicate that the pension plan will be in compliance with federal and Florida law, to the extent applicable, and once agreed to by the parties' representatives, ATU will submit the written contract to its membership for ratification; and

Whereas, the Executive Director of Palm Tran and County Administration have advised ATU that they will submit the written contract to Palm Tran's Board of Directors for ratification and to Palm Beach County's Board of County Commissioners (BCC) for approval, and will recommend that both boards approve the written contract making the terms and conditions effective in accordance with the provisions of the attached Exhibit "A;" and

Whereas, ATU understands that neither the provisions of this Letter of Agreement or the collective bargaining agreement negotiated by the parties' representatives will be binding upon the parties until such agreements have been approved by Palm Tran and the BCC.

Now, therefore, in consideration of the representations, covenants and conditions set forth herein, the parties agree as follows:

1. That the statements and representations contained in the Preamble to this Letter of Agreement are true and correct and incorporated herein by reference.

2. That ATU has withdrawn the unfair labor practice charges (Case 12-CA-19118 and Case 12-CA-1944) filed with the NLRB and that it will not refile the same or similar charges arising out of the same or similar acts or practices.

3. That Palm Tran and the County will withdraw the Petition for a Declaratory Statement filed with the State of Florida Public Employees Relations Commission seeking a determination as to whether Palm Tran, Inc. was a public employer as defined in Section 447.203(2), Florida Statutes.

4. That any right either party has to binding interest arbitration under the labor management agreement or any 13(c) Agreement shall be applicable and enforceable in accordance with Florida law.

5. That each party will act in good faith to fulfill the representations, terms and conditions of this Letter of Agreement, and that each shall be responsible for its own costs, expenses, and attorney fees.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Agreement to be executed and signed by their duly authorized representatives on the date first written above.

Amalgamated Transit Union,
Local 1577, A.F.L. - C.I.O. - C.L.C.

By: [Signature]
Dennis McCabe, President

Palm Tran, Inc. R98 797 D

By: [Signature]
Burt Aaronson, Chairman

Attest:

Dorothy H. Wilken, Secretary/Treasurer
or Designee

By: [Signature]
Louis Guido, Financial Secretary/Treasurer

By: [Signature]
Mickie Wurd, Deputy Clerk

Ratified by ATU Membership:

Date 4-17-98

By: [Signature]
Dennis McCabe, President

Attest:

Dorothy H. Wilken, Clerk
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Mickie Wurd, Deputy Clerk

Approved by:

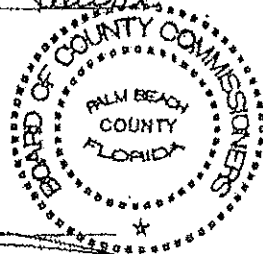
Board of County Commissioners of
Palm Beach County, Florida

By: [Signature]
Burt Aaronson, Chairman

Date: JUN 2 1998

Approved for form
and legal sufficiency

[Signature]
County Attorney



Trane

Exhibit "A"

The parties agree, subject to the final approval of the Board of Directors of Palm Tran, Inc. (also referred to as ("Palm Tran")) and the Palm Beach County Board of County Commissioners (also referred to as ("BCC")), that the articles of the tentative collective bargaining agreement negotiated by the parties (also referred to herein as "CBA"), will become effective upon the CBA's ratification by Palm Tran and the approval of the BCC (collectively referred to hereafter as "ratification"), except for those articles set forth below which, upon ratification, will be implemented and given effect as follows:

Article 5 - As soon as practicable.

Article 15 - Upon ratification, except Section 6 of said article which will be implemented and given effect as soon as practicable.

Article 20 - Two (2) full weeks after the last day of week in which the CBA was ratified.

Article 21 - Upon ratification, except Section 8 of said article which will be made retroactive to January 1, 1998.

Article 24 - Within sixty (60) days of ratification.

Article 25 - Within sixty (60) days of ratification.

Article 26 - Within sixty (60) days of ratification.

Article 29 - Upon ratification, except Section 9 of said article which will become effective and implemented within sixty (60) days of ratification.

Article 35 - Within sixty (60) days of ratification.

Article 37 - As soon as practicable. The parties understand that uniforms must be procured under a competitive solicitation (bid) issued by BCC's Purchasing Department.

Article 43 - The first full payroll period occurring after ratification.

Article 44 - Retroactive to the first full pay period following October 1, 1997, as provided herein. The biweekly increase in an employee's wages will appear in his or her payroll check issued for the first full payroll period occurring after

ratification. The sum owed to the employee representing the increase in wages resulting from the retroactive application of this article will be paid within 60 days of ratification to those employees entitled to the benefits of this article, who were employed by Palm Tran on the date of ratification.

g:\eng\draney\saucba.pr3

U.S. Department of Labor

Office of Labor-Management Standards
Washington, D.C. 20210



March 25, 2014

Jessica Chu
Legal Department
Amalgamated Transit Union
5025 Wisconsin Avenue, NW
Washington, DC 20016

Bruce M. Smith
AppersonCrump, PLC
6070 Poplar Avenue, Sixth Floor
Memphis, TN 38119-3954

Brett J. Schneider
Weiss Serota Helfman, Pastoriza Cole & Boniske, P.L.
200 East Broward Office, Suite 1900
Fort Lauderdale, Florida 33301

Charles A. Spitulnik
Kaplan Kirsch Rockwell, LLP
1001 Connecticut, Ave, N.W. Suite 800
Washington, DC 20036

Re: RESPONSE TO OBJECTIONS TO
EMPLOYEE PROTECTION TERMS FOR
PENDING FTA GRANT APPLICATION
Palm Beach County Board of County
Commissioners, Palm Beach County
Transit
Capitalized Preventive Maintenance, Real
Estate Acquisition; Acquire ADP
Hardware and Software, Misc. Support
Equipment, Acquire Mobile
Surv/Security Equipment,
Rehab/Renovate Admin/Maint Facility,
Lease Administrative Facility, Purchase
Radios, Construct Enhanced ADA Access,
Buy Assoc CAP Maint Items, (10) 40-Ft
Buses for Expansion, Lease Assoc Cap

Maint Items and Other Security
Expenditures
FL-90-X812-REV

Dear Ms. Chu, Mr. Smith, Mr. Schneider, and Mr. Spitulnik:

This is in response to the December 16, 2013, and January 3, 2014, letters from Jessica Chu, counsel for the Amalgamated Transit Union (ATU), Local 1577. The ATU objected to the Proposed Terms for Employee Protection Certification contained in the Department's referral letters of November 29, 2013, and December 19, 2013, for the above referenced Federal Transit Administration grants. Pursuant to Department Guidelines (29 CFR Part 215), the objections were timely received.

The ATU asserts that their objection "raises material issues that may require alternative employee protections" and/or there have been "changes in legal or factual circumstances that may materially affect the rights or interest of employees." 29 C.F.R 215.3(d)(3)(i),(ii).

The ATU objection raises questions as to whether a grantee can continue to receive federal transit funds when a contractor of the grantee has been found by the National Labor Relations Board, and the United States Court of Appeals for the Eleventh Circuit, to have engaged in a continuous violation of employees' right to bargain collectively. Specifically, the ATU asserts that Palm Beach County has an obligation to ensure that its contractor, Metro Mobility, is bound by the terms and conditions of the July 23, 1975 and July 29, 1975 employee protection agreements and complies with the express provisions of such agreements.

The Department has considered these objections and concludes, in accordance with the Guidelines at 29 CFR 215.3, that they are not sufficient.

The Department, as the ATU is aware, is responsible for certifying that the terms and conditions of the applicable protective arrangements satisfy the requirements of 49 U.S.C. 5333(b). The ATU has not provided a convincing argument that the protections are insufficient. The Department has previously determined that a grantee, whether providing service directly, itself or indirectly through a contractor, must ensure that employees will be afforded the protections required by 49 U.S.C. 5333(b). It is Palm Beach County's responsibility to ensure that those with whom it contracts are aware of the 49 U.S.C. 5333(b) obligations and that ultimately, Palm Beach County is responsible for its contractor's fulfillment of those obligations. To the extent that rights under the protective agreement are being or have been violated, ATU has recourse to the

agreement's claims procedure. As to ATU's concern with the contractor's collective bargaining violations, the ATU is appropriately pursuing those issues before the National Labor Relations Board and with the Courts.

The Department, therefore, has proceeded to issue certifications for the projects listed above, copies of which are enclosed.

If you have any questions or need additional information, you may contact me by phone at (202) 693-1046, by fax at (202) 693-1342, or by email at Fields.Geneva.E@dol.gov.

Sincerely,



Geneva Fields
Project Representative

Enclosure

cc: Scheryl Portee/FTA
Jayme Blakesley/FTA
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit

U.S. Department of Labor

Office of Labor-Management Standards
Washington, D.C. 20210



March 25, 2014

Yvette Taylor, Regional Administrator
Federal Transit Administration, Region IV
61 Forsyth Street, SW, Suite 17T50
Atlanta, GA 30303

Re: FTA Application(s)
Palm Beach County Board of County
Commissioners, Palm Beach County
Transit
Capitalized Preventive Maintenance; Real
Estate Acquisition¹, Acquire ADP
Hardware and Software, Misc. Support
Equipment, Acquire Mobile
Surv/Security Equipment,
Rehab/Renovate Admin/Maint Facility,
Lease Administrative Facility, Purchase
Radios, Construct Enhanced ADA
Access, Buy Assoc CAP Maint Items,
(10) 40-Ft Buses for Expansion, Lease
Assoc Cap Maint Items and Other
Security Expenditures
FL-90-X812-REV

Dear Ms. Taylor:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

In connection with a previous grant application, Palm Tran Inc., successor to the Florida Transit Management, Inc., and Amalgamated Transit Union Local 1577 (ATU) became party to the agreement executed on July 23, 1975, by the American Public Transit Association and transit employee labor organizations. In addition, the parties have agreed that paragraph (9) of their July 29, 1975 Section 13(c) agreement, executed in connection with an earlier grant

¹ To correct the caption in the DOL's Referral dated December 19, 2013. The ATU's letter dated January 3, 2014, refers to real estate acquisition which should have been capital assistance instead of operating assistance.

application, shall be included as the addendum to the July 23, 1975 agreement pursuant to paragraph (4) thereof, and also that the July 23, 1975 agreement shall be supplemented by a letter dated July 26, 1977, from the Palm Beach County Board of County Commissioners. The terms and conditions of the July 23, 1975 agreement, as supplemented, provide protections to employees represented by the union which satisfy the requirements of 49 U.S.C., Section 5333(b) for capitalized preventive maintenance costs.

The parties, furthermore, have agreed that the terms and conditions of their agreement dated July 29, 1975, as supplemented by the letter dated July 26, 1977, from the Palm Beach County Board of County Commissioners shall be made applicable to the capital assistance portion of the instant project. This agreement, executed in connection with a previous grant application, provides to employees represented by the union protections satisfying the requirements of 49 U.S.C., Section 5333(b).

In addition, the parties have provided the Department of Labor with a "Letter of Agreement" ratified by ATU Local 1577 on April 19, 1998, and approved by Palm Tran, Inc. and the Board of County Commissioners of Palm Beach County on June 2, 1998, copies of which were transmitted to the Department by Robert Weisman, President of Palm Tran and County Administrator and by Robert A. Molofsky, General Counsel, of the ATU International. The Letter of Agreement addresses issues stemming from the acquisition of the transit system from Florida Transit Management and its operation by Palm Tran, a not-for-profit corporation created by the Palm Beach County Board of County Commissioners. The Agreement is intended by the parties to supplement the protective arrangements referenced above.

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the instant project on condition that:

1. This letter and the terms and conditions of the agreement dated July 23, 1975, as supplemented, shall be made applicable to the operating portion of the instant project and made part of the contract of assistance, by reference;
2. This letter and the terms and conditions of the agreement dated July 29, 1975, as supplemented, shall be made applicable to the capital portion of the instant project and made part of the contract of assistance, by reference;
3. The term "project" as used in the agreements of July 23, 1975 and July 29, 1975, as supplemented, shall be deemed to cover and refer to the operating and

capital portions, respectively, of the instant project;

3. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and Palm Beach County Board of County Commissioners, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s). Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;
4. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
5. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute

involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

Sincerely,

A handwritten signature in cursive script that reads "Ann Comer".

Ann Comer, Chief
Division of Statutory Programs

cc: Scheryl Portee/FTA
Jayme Blakesley/FTA
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit
Jessica Chu/ATU

U.S. Department of Labor

Office of Labor-Management Standards
Washington, D.C. 20210



March 25, 2014

Jessica Chu
Legal Department
Amalgamated Transit Union
5025 Wisconsin Avenue, NW
Washington, DC 20016

Bruce M. Smith
AppersonCrump, PLC
6070 Poplar Avenue, Sixth Floor
Memphis, TN 38119-3954

Brett J. Schneider
Weiss Serota Helfman, Pastoriza Cole & Boniske, P.L.
200 East Broward Office, Suite 1900
Fort Lauderdale, Florida 33301

Charles A. Spitulnik
Kaplan Kirsch Rockwell, LLP
1001 Connecticut, Ave, N.W. Suite 800
Washington, DC 20036

Re: RESPONSE TO OBJECTIONS TO
EMPLOYEE PROTECTION TERMS FOR
PENDING FTA GRANT APPLICATION
**South Florida Regional Transit
Authority**
Operating Assistance
Branches Ways to Work - Branches, Inc.
Operating Assistance
City of Opa-locka
Operating Assistance
City of Fort Lauderdale
Operating Assistance; Buy (1) 35-Ft
Replacement Bus
City of Lauderhill
Operating Assistance
City of West Palm Beach

Operating Assistance
**Palm Beach County Board of
Commissioners-Palm Beach County
Transit**

Operating Assistance
FL-37-X082

Dear Ms. Chu, Mr. Smith, Mr. Schneider, and Mr. Spitulnik:

This is in response to the December 16, 2013, and January 3, 2014, letters from Jessica Chu, counsel for the Amalgamated Transit Union (ATU), Local 1577. The ATU objected to the Proposed Terms for Employee Protection Certification contained in the Department's referral letters of November 29, 2013, and December 19, 2013, for the above referenced Federal Transit Administration grants. Pursuant to Department Guidelines (29 CFR Part 215), the objections were timely received.

The ATU asserts that their objection "raises material issues that may require alternative employee protections" and/or there have been "changes in legal or factual circumstances that may materially affect the rights or interest of employees." 29 C.F.R 215.3(d)(3)(i),(ii).

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The Department has considered these objections and concludes, in accordance with the Guidelines at 29 CFR 215.3, that they are not sufficient.

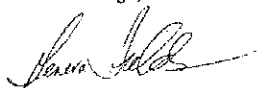
The Department, as the ATU is aware, is responsible for certifying that the terms and conditions of the applicable protective arrangements satisfy the requirements of 49 U.S.C. 5333(b). The ATU has not provided a convincing argument that the protections are insufficient. The Department has previously determined that a grantee, whether providing service directly, itself or indirectly through a contractor, must ensure that employees will be afforded the protections required by 49 U.S.C. 5333(b). It is Palm Beach County's responsibility to ensure that those with whom it contracts are aware of the 49 U.S.C. 5333(b) obligations and that ultimately, Palm Beach County is responsible for its

contractor's fulfillment of those obligations. To the extent that rights under the protective agreement are being or have been violated, ATU has recourse to the agreement's claims procedure. As to ATU's concern with the contractor's collective bargaining violations, the ATU is appropriately pursuing those issues before the National Labor Relations Board and with the Courts.

The Department, therefore, has proceeded to issue certifications for the projects listed above, copies of which are enclosed.

If you have any questions or need additional information, you may contact me by phone at (202) 693-1046, by fax at (202) 693-1342, or by email at Fields.Geneva.E@dol.gov.

Sincerely,



Geneva Fields
Project Representative

Enclosure

cc: Scheryl Portee/FTA
Jayme Blakesley/FTA
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit
Carla D. McKeever/South Florida RTA
Bryan K. Finnie/City of Opa-locka
Jane Sullivan/City of Lauderdale
MaryAnn Slough/City of Ft. Lauderdale
Mina Samadi/City of Ft. Lauderdale
Christopher Zachritz/City of West Palm Beach
Lee Saunders/c/o William Wilkinson-AFMSCE
James P. Hoffa- c/o Eileen Smith/IBT
Jerome Lafragola/c/o Shavon Gibson/TWU
Bonnie Morr-c/o Cara McGint /UTU
Greg Blackman-Government Supervisor Association of Florida
James Casey-Esquire Law Offices of Slesnick & Casey, LLP
J. W. Johnson, President/Transport Workers Union, Local 291
Ray Cobb/IBEW
David L Neigus/IAM
Elizabeth A. Roma and Stephanie Fagan
Guerrieri, Clayman, Bartos & Parcelli, PC
Representing: Transportation-Communications International Union
and International Association of Machinists and Aerospace Workers

Richard Edelman/O'Donnell, Schwartz & Anderson, P.C.
Barbara Zibordi (bzibordi@odsalaw.com)
Richard Edelman (redelman@odsalaw.com)
Kelly Beck (kbeck@odsalaw.com)

Representing:

American Train Dispatchers Association
Brotherhood of Maintenance of Way Employees Division/IBT
Brotherhood of Railway Signalmen
International Brotherhood of Boilermakers and Blacksmiths
National Council of Firemen and Oilers/SEIU
Sheet Metal Workers International Association
Transport Workers Union of America (rail/Bus only)
Brotherhood of Locomotive Engineers (BLE-T)/IBT

U.S. Department of Labor

Office of Labor-Management Standards
Washington, D.C. 20210



March 25, 2014

Yvette Taylor, Regional Administrator
Federal Transit Administration, Region IV
61 Forsyth Street, SW, Suite 17T50
Atlanta, GA 30303

Re: FTA Application(
**South Florida Regional Transit
Authority**
Operating Assistance
**Branches Ways to Work -Branches,
Inc.**
Operating Assistance
City of Opa-locka
Operating Assistance
City of Fort Lauderdale
Operating Assistance; Buy (1) 35-Ft
Replacement Bus
City of Lauderhill
Operating Assistance
City of West Palm Beach
Operating Assistance
**Palm Beach County Board of
Commissioners-Palm Beach County
Transit**
Operating Assistance
FL-37-X082

Dear Ms. Taylor:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

South Florida Regional Transit Authority

The South Florida Regional Transit Authority (formerly known as the Tri-County Commuter Rail Authority), the Amalgamated Transit Union (ATU) Locals 1267 and 1577, the United Transportation Union (UTU), and the Transportation Communications International Union (TCU) have previously agreed to become party to the agreement executed on July 23, 1975, by the

American Public Transit Association and transit employee labor organizations. The terms and conditions of the July 23, 1975 agreement provide protections to employees represented by the unions, which satisfy the requirements of 49 U.S.C., Section 5333(b) for the operating component of the instant projects.

The SFRTA and the Transport Workers Union (TWU) executed an agreement on December 6, 1991, and December 12, 1991, respectively. Veolia Transportation, as the successor to Herzog Transit Services, Inc., is bound to the terms of the agreement executed by Herzog, the SFRTA, and the International Brotherhood of Teamsters (IBT) on August 11, 1995, August 16, 1995 and August 3, 1995, respectively. The SFRTA and the International Association of Machinists and Aerospace Workers (IAM), the Railway Labor Executives' Association (RLEA)¹ and others, executed an agreement on April 9, 1992, April 10, 1992, and April 14, 1992. These agreements provide protections to employees represented by the unions which satisfy the requirements of 49 U.S.C., Section 5333(b) for the operating component of instant projects.

In addition, the January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of the Federal transit law, 49 U.S.C., Section 5333(b). The employees in the service area of the South Florida Regional Transportation, represented by the Amalgamated Transit Union, Local 1700 (ATU), shall be considered third party beneficiaries in accordance with condition three below. The South Florida Regional Transportation by executing the Department of Transportation's (DOT) contract of assistance accepts the terms and conditions of the UPA.

In connection with a previous grant application, the parties listed below have executed agreements that provide to the employees represented by the unions protections satisfying the requirements of 49 U.S.C., Section 5333(b). The parties, furthermore, have agreed that the terms and conditions of the following agreements shall be made applicable to the capital assistance portion of the instant projects. These agreements executed in connection with a previous grant application provide to employees represented by the unions, protections satisfying the requirements of 49 U.S.C., Section 5333(b):

The South Florida Regional Transportation Authority

¹ The RLEA has been disbanded. Employees represented by the various unions formerly affiliated with the RLEA will be referred an application and continue to be covered by the April 1992 Agreement, executed by the RLEA on behalf of these unions, and the SFRTA (which has succeeded the TCCRA). These unions include the American Train Dispatchers Department/BLE, Brotherhood of Maintenance of Way Employees, Brotherhood of Railway Signalmen, International Brotherhood of Boilermakers and Blacksmiths, National Conference of Firemen and Oilers/SEIU, Sheet Metal Workers International Association, Transport Workers Union of America (rail division only), Hotel and Restaurant Employees, Brotherhood of Locomotive Engineers, and International Brotherhood of Electrical Workers.

(SFRTA) (formerly known as Tri-County Commuter Rail Authority (TCCRA)), and the Amalgamated Transit Union (ATU) Locals 1577 and 1267 executed an agreement on December 11, 1991, December 21, 1991, and January 23, 1992, respectively.

SFRTA and the Railway Labor Executives' Association (RLEA) on behalf of certain unions, and the International Association of Machinists and Aerospace Workers (IAM) executed an agreement on April 9, 1992, April 10, 1992, and April 14, 1992, respectively.

SFRTA and the United Transportation Union (UTU) executed an off site service area agreement on April 6, 1992, and April 3, 1992, respectively.

SFRTA and the Transport Workers Union (TWU) executed an agreement on December 6, 1991, and December 12, 1991, respectively.

SFRTA, UTDC Transit Services, Inc. (UTDCTS), and the UTU executed an agreement on April 6, 1992, April 8, 1992, and April 3, 1992, respectively.

SFRTA, Veolia Transportation, as the successor to Herzog Transit Services, Inc. is bound to the terms of the agreement executed by Herzog, SRTA and the International Brotherhood of Teamsters (IBT) on August 11, 1995, August 16, 1995, and August 3, 1995, respectively.

SFRTA and the Transportation Communications International Union (TCU) executed an agreement on May 12, 1993, and May 26, 1993, respectively.

City of Opa-locka

The January 3 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of **City of Opa-locka**, represented by the ATU Locals 1577 and 1267, UTU, IAM, TCU, TWU, GSAF, and IBT, shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant. The City of Opa-locka accepts the terms and conditions of the UPA.

City of Fort Lauderdale

The January 3, 2011 Unified Protective Arrangement (UPA) provides to

transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of the City of Ft. Lauderdale, represented by Amalgamated Transit Union, Local 1267 and International Brotherhood of Teamsters Local 769 shall be considered third party beneficiaries in accordance with condition (3) below for application to the instant grant.

City of Lauderdale

The January 3 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of the **City of Lauderdale**, represented by the ATU Locals 1577 and 1267, UTU, IAM, TCU, TWU, GSAF, and IBT, shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant. The City of Lauderdale accepts the terms and conditions of the UPA.

City of West Palm Beach

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of City of West Palm Beach, represented by the ATU Locals 1577 and 1267, UTU, IAM, TCU, TWU, GSAF, and IBT, shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant. The City of West Palm Beach accepts the terms and conditions of the UPA.

Palm Tran

Palm Tran Inc., successor to the Florida Transit Management, Inc., and the Amalgamated Transit Union (ATU) Local 1577 have previously agreed to become party to the agreement executed on July 23, 1975, by the American Public Transit Association and transit employee labor organizations. In addition, the parties have agreed that paragraph (9) of their July 29, 1975 agreement, executed in connection with an earlier grant application, shall be included as the addendum to the July 23, 1975 agreement pursuant to paragraph (4) thereof and the July 23, 1975 agreement shall be supplemented by a letter dated July 26, 1977, from the Palm Beach County Board of County Commissioners. The terms and conditions of the July 23, 1975 agreement, as supplemented, provide protections to employees represented by the union which satisfy the requirements of 49 U.S.C., Section 5333(b) for general purpose operating assistance.

In addition, the parties have provided the Department of Labor with a "Letter of Agreement" ratified by ATU Local 1577 on April 19, 1998, and approved by Palm Tran, Inc. and the Board of County Commissioners of Palm Beach County on June 2, 1998, copies of which were transmitted to the Department by

Robert Weisman, President of Palm Tran and County Administrator and by Robert A. Molofsky, General Counsel, ATU International. The Letter of Agreement addresses issues stemming from the acquisition of the transit system from Florida Transit Management and its operation by Palm Tran, a not-for-profit corporation created by the Palm Beach County Board of County Commissioners. The Agreement is intended by the parties to supplement the protective arrangements referenced above.

Also in addition, the Department of Labor makes the certification called for under the statute on condition that the attached "*Language for Incorporation into the Contract of Assistance*" is made applicable to the **Branches Ways to Work - Branches, Inc.** These terms and conditions provide to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b).

The Department of Labor will make the certification called for under the statute on condition that the **South Florida Regional Transit Authority** ensures, as a precondition to the release of assistance to any Recipient under the grant, that such Recipient agrees to the respective terms and conditions referenced herein, and that this certification letter and the corresponding protective arrangements, shall be incorporated into the contract of assistance between the **South Florida Regional Transit Authority** and the U.S. Department of Transportation (DOT), by reference. The **South Florida Regional Transit Authority** shall incorporate the respective terms of this certification into a contract with each Recipient of funds under the grant, as a precondition to the release of assistance to the Recipient. These terms and conditions provide to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the above Recipients under the instant projects on condition that:

1. This letter and the terms and conditions of the above employee protective arrangements, shall be made applicable to the instant projects and made part of the Federal contract of assistance, by reference;
2. As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the respective protective arrangements referenced above, shall be incorporated into a contract of assistance between **South Florida Regional Transit Authority** and such Recipient, by reference;

Any dispute or controversy arising regarding the application, interpretation, or enforcement of this provision which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any party to any final and binding dispute settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for a final and binding determination;

3. The term "project" as used in the above arrangements shall be deemed to cover and refer to the instant project;
4. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and **South Florida Regional Transit**, and the parties to the contract so signify by executing that contract. **Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s).** Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;
5. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, except for any disputes arising out of enumerated paragraph 2 above, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
6. Employees of mass transportation providers in the

service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the unions under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

LANGUAGE FOR INCORPORATION INTO THE
CONTRACT OF ASSISTANCE
Grant #FL-37-X082

The "Public Body", **Branches Ways to Work – Branches, Inc.** agrees that the following terms and conditions shall apply for the protection of employees in the mass passenger transportation industry in the service area of the project:

1. The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project. The "service area" as used herein, includes the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project;
2. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued;
3. The Public Body shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project;
4. In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body shall provide or provide for such training or retraining at no cost to the employee;
5. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail

Passenger Service Act of 1970 on April 16, 1971 (See Appendix C-1, a copy of which is included on the Department's website.).

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project;

6. In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Public Body, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;
7. The Public Body agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

In the event of any dispute as to whether or not a particular employee was affected by the project, it shall be the employee's obligation to identify the project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body to prove that factors other than the project affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71);

8. The Public Body shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;
9. The Public Body will post, in a prominent and accessible place, a notice stating that the Public Body is a recipient of Federal assistance under the Federal Transit Act and has

agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees; and

10. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the U.S. Department of Transportation and the Grantee/Applicant, and the parties to the contract so signify by executing that contract. Employees, or their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the protective agreements or arrangements referenced above, shall be incorporated into the contract of assistance between the Grantee and/or Applicant and such Recipient, by reference.

Sincerely,



Ann Comer, Chief
Division of Statutory Programs

cc: Scheryl Portee/FTA
Jayme Blakesley/FTA
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit
Jessica Chu/ATU
Carla D. McKeever/South Florida RTA
Bryan K. Finnie/City of Opa-locka
Jane Sullivan/City of Lauderhill
MaryAnn Slough/City of Ft. Lauderdale
Mina Samadi/City of Ft. Lauderdale
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Lee Saunders/c/o William Wilkinson-AFMSCE
James P. Hoffa- c/o Eileen Smith/IBT
Jerome Lafragola/c/o Shavon Gibson/TWU
Bonnie Morr-c/o Cara McGint /UTU
Greg Blackman-Government Supervisor Association of Florida
James Casey-Esquire Law Offices of Slesnick & Casey, LLP
J. W. Johnson, President/Transport Workers Union, Local 291
Ray Cobb/IBEW
David L Neigus/IAM
Elizabeth A. Roma and Stephanie Fagan
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Representing:
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Brotherhood of Railway Signalmen
International Brotherhood of Boilermakers and Blacksmiths
National Council of Firemen and Oilers/SEIU
Sheet Metal Workers International Association
Transport Workers Union of America (rail/Bus only)
Brotherhood of Locomotive Engineers (BLE-T)/IBT

6

From: DWIGHT MATTINGLY [mailto:atu1577@bellsouth.net]

Sent: Friday, February 21, 2014 10:23 AM

To: Shannon LaRocque; Ron Jones; Robert Weisman

Cc: Priscilla Taylor A.; Martha Lee A.; Paulette Burdick P.; Peyton McArthur; Shelley Vana; Kathy Peck D.; Steven Abrams; MaryLou Berger; Vivian Leiva; Jess Santamaria; Hal Valeche

Subject: BCC Agenda Item 5.

Shannon,

At the PTSB yesterday, I ask several questions relating to the presentation you will be making to the BCC on Tuesday February 25, regarding the considerations for the RFP for paratransit service for Palm Tran Connection. I did not get responses and am putting them in writing requesting a response prior to Tuesday. They are as follows:

1. You consistently referred to a or the National Model and I ask what Model you are referring to? Then it seemed that you stated "nationally" the norm. Please explain what this is based upon.

2. I have grave concerns about the ability to shift work from one provider to another. The labor force may be in jeopardy in the number of hours and even a job if you can take routes and move to another provider. What are the provisions for this?

3. Will the 40% providers be required to also have a 20% DBE participation?

4. In any model you have used and relied upon to make these assumptions, is there statistical information available that shows how and how many drug screens (random) were conducted for non-dedicated providers?

5. Does present travel time in the current Trapez use same travel time as is used for fixed routes?

6. Incorporation of Living Wage is an issue for us. These workers are represented by a Union and there can be no expectation that this is a negotiated wage rate. It is wrong to use less than the model that was used to bring "in house" as minimums. How can the County believe it is right to hire workers and treat them differently because they work for a contractor? Is this not akin to serfdom labor and class warfare? (One class is the Lord of the job and they can treat the serfs however they desire, which what you are saying is ok as long as you are not the lord of the serfs because you believe your serfs deserve better...that is shameful.) This definitely is different than construction jobs, where you may be doing a project that lasts 1 week to 6 months while also doing other work. We all know that these workers will be dedicated to this work for at least 5 maybe 7 years...and we treat them with less respect than our own employees?

7. It is imperative that the RFP include the facts relating to the current employees that are to be hired if they meet the qualifications under the contract, and that they are represented by a Union and that under s13(c) any transit worker in Palm Beach County that is displaced will be eligible for these worker protection provisions. According to our 13(c) agreement that includes paratransit workers.

Dwight H. Mattingly

President/Business Agent

Amalgamated Transit Union Local 1577

(561) 655-3315 office; (561) 523-0525 cell

From: DWIGHT MATTINGLY [mailto:atu1577@bellsouth.net]

Sent: Thursday, February 13, 2014 9:36 AM

To: Shannon LaRocque; Charles Frazier D.; Ron Jones; Robert Weisman

Subject: RFP for Paratransit service

Shannon,

It is my understanding that on February 25, 2014, a presentation will be made to the BCC at their workshop meeting on a potential draft RFP for Paratransit services for Palm Beach County/Palm Tran Connection. As the Business Agent who represents the drivers of the current contractor, I have not been contacted regarding the RFP, the Scope of Work, nor the protections that will be offered to the current transit workers whose rights are protected in accordance with the provisions in the USC also known as 13(c) provisions. All current employees of Metro Mobility Management Group have certain rights pertaining to the future of this contract whether they are represented by ATU 1577 or not. I find it somewhat disheartening that we are only 8 working days away from until the presentation and to our knowledge there has been no attempt to speak with workers represented by us or even to contact us as to areas of concern relating to the next contract or how the work is being presently done and areas of weakness that need to be addressed. X

Additionally, as in the RFP that went out in 2011 and 2012, it was made known that MMMG has an outstanding liability owed to their workers and when MMMG was hired it was publicly stated and agreed that the ongoing issues would be resolved with the NLRB and ATU Local 1577. In spite of all the promises made and all of our attempts to keep the Board of County Commissioners informed of these issues, they have yet to be resolved.

I am attaching the most recent communication from the NLRB, which is an updated "Compliance Specification" which was ordered by the 11th Circuit Appellant Court, which has now established the amount of **back wages owed to these workers to be in excess of 2.1 million dollars.** It is my belief that if this is not settled prior to MMMG's demise, Palm Beach County may be liable for the resulting bill. Additionally, there is a "Contempt of Court" hearing and a Special Federal Magistrate appointed to hear and rule over whether or not MMMG in 2012 was in violation of the previous Federal Court order to bargain collectively with the Union when they put on a campaign to get the workers to sign a petition to de-certify the Union and refused in writing to recognize and bargain with ATU Local 1577. **This case carries with it fines and costs that may exceed another 1 million dollars in fines per previous court rulings.**

This is not an attempt to threaten or harass you or the County, however it is an attempt to keep you informed and ask that moving forward we be included as we believe it would be in the best interest of all.

Dwight H. Mattingly,
President/Business Agent
Amalgamated Transit Union Local 1577
(561) 655-3315 office; (561) 523-0525 cell

**** Attachment to letter is not included but is available upon request.**

ATTACHMENT 3 - BACKGROUND SCREENING – LEVEL 2

DRAFT

Background Screening

How to Complete the Background Screening Process in Five Easy Steps



Go to the [background screen home page with downloadable forms](#) and find the appropriate forms that apply to your situation.

Applicants: You will receive the forms from your potential employer or the agency requesting the screening. You must complete the requested applicant information contained in the Appointment Form, including your date of birth and the last 4 digits of your Social Security Number. You must also sign the Affidavit of Good Moral Character after reviewing the list of disqualifying offenses.

Employers: The potential employer or agency requesting the screening must complete the requested employer information contained in the Appointment Form, including a phone number and email address where the employer can be contacted regarding the background screening."

Take the form to a LiveScan fingerprinting vendor and complete the fingerprinting process. [Click here for a list of LiveScan vendors serving Florida.](#)



Vendor: The LiveScan vendor must complete the "Screener" section of the form, including providing its TCN number.



As soon as you have finished getting your fingerprints taken, return the completed Appointment Form to the potential employer or agency that requested the screening.



The potential employer or agency that requested the screening must scan/email, fax, or mail the completed Appointment Form and the Affidavit of Good Moral Character to the Department of Elder Affairs. A copy of the Affidavit of Good Moral Character must be retained by the potential employer.

The department's contact information is provided in the Appointment Form. The potential employer will be notified if forms are incomplete and cannot be processed.



The Department of Elder Affairs will notify both the applicant and the employer or agency that requested the screening upon review of the screening results from the FBI/Florida Department of Law Enforcement.

Please wait at least 10 business days after completing Step 4 before contacting the Department of Elder Affairs regarding the status of a background screening.

<http://elderaffairs.state.fl.us/english/backgroundscreening.php> HOME PAGE

<http://www.pbso.org/index.cfm?fa=technicalservices&id=439> FINGERPRINTING SUBSTATION

<https://www3.fdle.state.fl.us/CAPS/> FOR PAYMENT TO FDLE



BACKGROUND SCREENING

Affidavit of Good Moral Character

AUTHORITY: This form is required of all employees, volunteers, and direct service providers to comply with the attestation requirements set forth in section 435.02(2), Florida Statutes.

- The term “employee” as used herein refers collectively to ***all persons*** required by law to undergo background screening. This includes, but is not limited to, a direct service provider which means a person at least 18 years of age who, pursuant to a program to provide services to the elderly, has direct face-to-face contact with a client while providing services, or has access to the client’s living area, funds, or personal property. A direct service provider also includes coordinators, managers, and supervisors of residential facilities; and volunteers.
- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, the Department of Elder Affairs, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Service Providers, Diversion Providers, and any other person or entity which hires employees, direct service providers, or has volunteers in service.
- Each employee must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to background screening standards set forth in Chapter 435 and section 430.0402, Florida Statutes, and must agree to inform the employer immediately if arrested for any of the disqualifying offenses listed in those statutes while employed by the employer.

EMPLOYER: THIS COMPLETED FORM MUST BE FORWARDED TO THE DEPARTMENT OF ELDER AFFAIRS WITH THE COMPLETED APPOINTMENT FORM IN ORDER FOR BACKGROUND SCREENING TO PROCEED.
A copy of this form should be maintained in the employee’s personnel file.

STEP ONE: Complete employee and employer contact information.

Employee Name		Employee Date of Birth	
Employer Name		Employer Contact Person	
Employer Address		City	Zip code
()			
Employer Telephone Number	Employer Email		

STEP TWO: The employee must review the following list of disqualifying offenses set forth in Chapters 430 and 435, Florida Statutes.

A background screen must ensure that no employee has been arrested for and is awaiting final disposition of, has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere (no contest) or guilty to, or has been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

Criminal offenses listed in section 435.04, F.S.

- (a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, relating to murder.
- (e) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, relating to vehicular homicide.
- (g) Section 782.09, relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, relating to kidnapping.
- (l) Section 787.02, relating to false imprisonment.
- (m) Section 787.025, relating to luring or enticing a child.
- (n) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, relating to sexual battery.
- (s) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- (t) Section 794.05, relating to unlawful sexual activity with certain minors.
- (u) Chapter 796, relating to prostitution.
- (v) Section 798.02, relating to lewd and lascivious behavior.
- (w) Chapter 800, relating to lewdness and indecent exposure.
- (x) Section 806.01, relating to arson.
- (y) Section 810.02, relating to burglary.
- (z) Section 810.14, relating to voyeurism, if the offense is a felony.
- (aa) Section 810.145, relating to video voyeurism, if the offense is a felony.
- (bb) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- (cc) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.

(dd) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ee) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(ff) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(gg) Section 826.04, relating to incest.

(hh) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

(ii) Section 827.04, relating to contributing to the delinquency or dependency of a child.

(jj) Former s. 827.05, relating to negligent treatment of children.

(kk) Section 827.071, relating to sexual performance by a child.

(ll) Section 843.01, relating to resisting arrest with violence.

(mm) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.

(nn) Section 843.12, relating to aiding in an escape.

(oo) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.

(pp) Chapter 847, relating to obscene literature.

(qq) Section 874.05(1), relating to encouraging or recruiting another to join a criminal gang.

(rr) Chapter 893, relating to drug abuse prevention and control to include the use, possession, sale, or manufacturing of illegal drugs, only if the offense was a felony or if any other person involved in the offense was a minor.

(ss) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(tt) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(uu) Section 944.40, relating to escape.

(vv) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(ww) Section 944.47, relating to introduction of contraband into a correctional facility.

(xx) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(yy) Section 985.711, relating to contraband introduced into detention facilities.

(ZZ) Section 741.28 relating to domestic violence.

Criminal offenses found in section 430.0402, F.S.

(a) Section 409.920, relating to Medicaid provider fraud.

(b) Section 409.9201, relating to Medicaid fraud.

(c) Section 741.28, relating to domestic violence.

(d) Section 817.034, relating to fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems.

(e) Section 817.234, relating to false and fraudulent insurance claims.

(f) Section 817.505, relating to patient brokering.

(g) Section 817.568, relating to criminal use of personal identification information.

(h) Section 817.60, relating to obtaining a credit card through fraudulent means.

(i) Section 817.61, relating to fraudulent use of credit cards, if the offense was a felony.

(j) Section 831.01, relating to forgery.

(k) Section 831.02, relating to uttering forged instruments.

(l) Section 831.07, relating to forging bank bills, checks, drafts, or promissory notes.

(m) Section 831.09, relating to uttering forged bank bills, checks, drafts, or promissory notes.

Criminal offenses found in other sections.

(n) Section 775.21, sexual predator.

(o) Section 775.261, Career offender.

(p) Section 943.0435, Sexual offender; unless the requirement to register as a sexual offender has been removed pursuant to 943.04354.

STEP THREE: The employee must complete and sign EITHER (A) OR (B) below.

The Department of Elder Affairs will review the information revealed by the fingerprint screening and will compare it to the information provided below. It is important to be honest in revealing any prior criminal history regarding disqualifying offenses listed in this Affidavit. If you have disqualifying offenses and are otherwise determined eligible to apply for an exemption, the failure to disclose the offenses in this section may prevent you from being granted an exemption.

(A) Under penalty of perjury, I _____, hereby swear or affirm that **I have no record of disqualifying offenses** as listed herein, and I meet the requirements for qualifying for employment in regards to the background screening standards set forth in Chapter 435 and section 430.0402, F.S. In addition, I agree to immediately inform my employer if arrested or convicted of any of the disqualifying offenses while employed by my employer.

Employee Signature

Date

OR

(B) Under penalty of perjury, I _____, hereby swear or affirm that **I have the following record of disqualifying offenses** as listed herein, and I understand that I may be eligible to file for an exemption from disqualification pursuant to section 435.07, Florida Statutes. If I am granted an exemption from disqualification, I swear or affirm that I otherwise meet the requirements for qualifying for employment in regards to the background screening standards set forth in Chapter 435 and section 430.0402, F.S. In addition, I agree to immediately inform my employer if arrested or convicted of any of the disqualifying offenses while employed by my employer.

List Disqualifying Offenses:

Employee Signature

Date

Background Screening Appointment Form for Direct Service Providers

Applicant: Please bring this form with you to your background screening appointment and give it to the person who conducts the screening and ask the person to complete the form and give it back to you. Please return this form to the Agency Contact listed below as soon as possible after screening is complete!

Screener : This Department of Elder Affairs (DOEA) Origination Code (ORI) number FL924310Z is specific to Direct Service Provider Agency/Employer, including Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, Service Providers, and Diversion Providers that contract directly or indirectly with DOEA. Agencies must use this form to request background screening for employees, volunteers (not SHINE and Ombudsman), and caregivers and employees (if applicable) in the HCE program. If you need to confirm the ORI, please call (850) 414-2368. Please write the Transaction Control Number (TCN) below. **Give this form back to the person you screened along with any printed evidence of the screening.**

Date of screening: _____ TCN#: _____ Screener's name: _____

Background Screening Service Provider: _____ Phone number: _____

APPLICANT	(Please Print) Last Name: _____ Legal First Name: _____
	Middle Name: _____ Date of Birth: _____
	Previous Last Names (ie: maiden name): _____
	Address: _____ Phone: _____
	City/State/Zip: _____ Email Address: _____
	Last four digits of your Social Security number and your initials. This will become your unique screening ID #: _____
	Job Title: _____
Please check all that apply: HCE Caregiver <input type="checkbox"/> Current Employee <input type="checkbox"/> New Hire <input type="checkbox"/> Volunteer <input type="checkbox"/>	

Agency/Employer Requesting Screening:

Scan and email to doeannetwork@elderaffairs.org or fax to (850) 414-2006.

Please include the TCN# and applicant's name in the subject line.

If you do not have access to a scanner or a fax machine, please mail to:

Florida Department of Elder Affairs, Background Screening Unit

4040 Esplanade Way, Suite 315

Tallahassee, Florida 32399-7000

Updated 3/10/2011

Agency/Employer Requesting Screening:

Agency Contact: _____

Agency Name: _____

Agency Address: _____

Agency Phone Number and Email: _____

Federal Tax ID #: _____

ATTACHMENT 4 - PALM TRAN CONNECTION RIDER'S HANDBOOK

DRAFT

Revised March 2014

Palm Tran CONNECTION Rider's Handbook



A guide for users of the door-to-door paratransit service that provides public transportation to eligible seniors and persons with disabilities in Palm Beach County.



We're here to serve you!

**(561) 649-9838 or 1-877-870-9849 (toll-free)
fax: (561) 649-0685**



To Report a Late Vehicle or Confirm a Trip – Option #1

**Monday – Friday 5:00 a.m. to 10:00 p.m.
Saturday 6:00 a.m. to 10:00 p.m.
Sunday 8:00 a.m. to 6:00 p.m.**

Reservations – Option #2

**Monday – Saturday 7:00 a.m. to 5:00 p.m.
Sunday 8:00 a.m. to 5:00 p.m.**

Customer Relations – Option #3

Monday – Friday 8:00 a.m. to 5:00 p.m.

Eligibility – Option #4

Monday – Friday 8:00 a.m. to 5:00 p.m.

Bus Passes – Option #6

Monday – Friday 8:00 a.m. to 5:00 p.m.

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Our Mission

Palm Tran CONNECTION provides public transportation that gives our riders independence. Public Transportation is a vital part of our lives; it gives people the choice of mobility, without it, we would be lost.

Palm Tran CONNECTION will provide reliable quality transportation to our customers. We do this by ensuring on-time services.

We will utilize our customers as a resource by providing opportunities for their input. We will create alliances with local agencies that service our customers.

Above all, Palm Tran CONNECTION is committed to treating its customers, employees, and providers with honesty, dignity and respect.

**At Palm Tran CONNECTION we are
committed to providing**

***“Independence through
Mobility!”***

Our Vision & Values



We are a caring entity that believes that our first responsibility is to our customers. In doing so, we will deliver our services with compassion and respect.

We understand that to provide high-quality service to our customers, we must continue to develop “innovative” ways of thinking that will allow us to respond to the dynamic, ever-increasing demands for service.

Welcome to



CONNECTION

Independence through mobility.

The information contained in this Rider's Handbook is designed to assist new riders in becoming familiar with the Paratransit programs offered.

It also provides current riders with program guidelines to efficiently use the service.

Palm Tran CONNECTION is a shared-ride, door-to-door, Paratransit service that provides transportation to eligible residents and visitors in Palm Beach County in compliance with the complementary Paratransit service provisions of the Americans with Disabilities Act (ADA) of 1990.

Individuals who are unable to transport themselves or to purchase transportation are, therefore, dependent on others to obtain access to health care, employment, education, shopping, social activities, or other life sustaining activities and seek CONNECTION for a ride.

CONNECTION travels in Palm Beach County – from Jupiter to Boca Raton and from Palm Beach to South Bay.

Palm Tran CONNECTION schedules all trips, prepares vehicle manifests, handles customer complaints & commendations, determines eligibility, and monitors the performance of the transportation providers. The transportation providers provide the vehicles, drivers, dispatch and maintenance to perform the actual trips.

Program Eligibility

In order to be eligible for Palm Tran CONNECTION door-to-door service, applicants must have a disability that prevents or limits their ability to utilize Palm Tran fixed-route bus service.

Disability categories include:

- ***End-Stage Renal Failure***
- ***No Usable Vision***
- ***Multiple Severe Disabilities***
- ***Diagnosis of Alzheimer's Disease***



Individuals may also qualify for the Transportation Disadvantaged Program based upon their income.

Applicants must meet the current Federal Poverty Level Income Guidelines to qualify.

Program Descriptions

1. Americans with Disabilities Act (ADA)

The ADA is a federal law which protects the civil rights of people with disabilities. The ADA mandates public and private entities covered under the law to provide equal access for people with disabilities to any employment, transportation, public accommodation and communication service being offered to the general public.



**ADA Eligible customers can ride
Palm Tran fixed routed buses free!**

Existing CONNECTION ADA customers will need to request an ADA ID card if they wish to use fixed route service. This may require having your photo taken at the CONNECTION office.

2. ADA Core Service Area

Service is provided to ADA eligible individuals in the area that covers East of the Florida Turnpike in Palm Beach County from the South County Line to Donald Ross Road. ADA service is available within $\frac{3}{4}$ mile of a Palm Tran fixed bus route covering those routes outside of the above service area. The core service area may change in the future due to budget constraints.

3. Division of Senior Services (DOSS) Program

The DOSS program is funded by the Department of Elders Affairs, the Area Agency on Aging and the Palm Beach County Board of County Commissioners. Transportation is provided to individuals who are 60 years of age or older, as established by the Older Americans Act (OAA). Transportation will only be provided to approved meal sites north of Hypoluxo Rd.

4. Transportation Disadvantaged (TD)

TD is a State of Florida funded program authorized by Chapter 427 of the F.S. and is available for people who are transportation disadvantaged. TD is defined as “individuals who, because of physical or mental disability, income status or age, are unable to transport themselves or to purchase transportation, and therefore, are dependent upon others to obtain access to healthcare, employment, education, shopping, social activities, or other life sustaining activities or children who are disabled or at high-risk or at risk.”

When can I ride?

Program	Time of Service	Holiday Hours
Americans with Disabilities Act (ADA) Transportation Disadvantaged (TD)	Monday thru Friday 5:00 a.m. to 10:00 p.m. First pick-up no earlier than 5:00 a.m. to 5:30 a.m. Last pick-up no later than 9:00 p.m. to 9:30 p.m. Saturday 6:00 a.m. to 10:00 p.m. First pick-up no earlier than 6:00 a.m. to 6:30 a.m. Last pick-up no later than 9:00 p.m. to 9:30 p.m. Sunday 8:00 a.m. to 6:00 p.m. First pick-up no earlier than 8:00 a.m. to 8:30 a.m. Last pick-up no later than 5:00 p.m. to 5:30 p.m.	No Service on the Following Holidays: <i>New Year's Day</i> <i>Easter Sunday</i> <i>Memorial Day</i> <i>Independence Day</i> <i>Labor Day</i> <i>Thanksgiving Day</i> <i>Christmas Day</i>
Division of Senior Services (DOSS)	Monday thru Friday 8:00 a.m. to 5:00 p.m. No Service on Saturday & Sunday	



Pick-up times may vary based upon trip distance and availability

Transportation Disadvantaged Program Trip Priorities



Should trip demand exceed available funds, trip prioritization may occur. Trip priorities that have been established and approved include:

Medical Trips

dialysis, life-sustaining treatment, medical appointments, pharmacy trips, etc.

Nutrition Trips

meal-site, food shopping purposes

Employment Trips

work, job training, interviews and workshops for pay

Fare Requirements

All fares are payable in cash (exact change only).



Drivers are not permitted to make change or accept tips of any kind

CONNECTION encourages our riders to take advantage of the more cost effective fixed route transportation by offering bus passes and allowing ADA Paratransit eligible customers with an ADA CONNECTION ID, to use the fixed route for free.

Photo ID's are available to ADA Paratransit eligible customers Monday through Friday, 8:00 a.m. to 5:00 p.m. at the CONNECTION office or Palm Tran's Administrative Offices.

Americans with Disabilities Act (ADA) Program	\$3.50 per one-way trip
Division of Senior Services (DOSS) Program	Trips to meal-sites at designated route times NO CHARGE
Transportation Disadvantaged (TD) Program	\$3.50 per one-way trip
Personal Care Attendant (PCA)	NO CHARGE
Escorts	\$3.50 per one-way trip
Children age 8 and under when accompanied by a fare paying passenger	NO CHARGE

Fares are set by the Board of County Commissioners and may change at any time

Personal Care Attendant, Escorts, Children, Service Animals and Pets



CONNECTION allows riders to travel with one (1) Personal Care Attendant (PCA), a service animal and up to two (2) additional individuals for a total of four (4) passengers (including the rider) per trip. Example: Rider, PCA, and up to two (2) (escorts). Please note that additional individuals beyond the first escort are carried only on a space available basis.

You must reserve a space for the escort(s) when you reserve your trip.

PCA's and anyone else approved to accompany the rider must board the vehicle at the rider's scheduled location and time of pick-up. PCA's and escorts are subject to the same rules and regulations as a CONNECTION rider. Riders may transport pets in a commercially available pet carrier which must fit under the rider's seat or on their lap. Newborns up to five (5) year olds must ride in a federally approved child safety seat provided by the rider/PCA/escort.

A PCA is a person traveling as a necessary aid to facilitate travel by a person with disabilities who cannot travel alone or children 8 and under. Riders are limited to one (1) PCA. Activities performed by a PCA may include but not limited to: mobility assistance, personal care, or communication (translation, interpretation, reading and assistance at the destination). CONNECTION will not provide a PCA for a rider. Children 8 and under must travel with a PCA/escort.

A Service Animal shall mean any guide dog individually trained to provide assistance to an individual with a disability. Service animals perform some of the functions and tasks that a person with a disability cannot perform for him or herself.

Reserving Your Ride

You can reserve trips Sunday from 8:00 a.m. to 5:00 p.m. and from 7:00 a.m. to 5:00 p.m. Monday thru Saturday.

You may also reserve a trip up to seven (7) days before you wish to travel. Next day reservations must be made by 5:00 p.m., the day before you wish to travel.

To reserve your ride, you will need to call the reservation line at
(561) 649-9838 or
(877) 870-9849 (toll-free for south county residents)
Press Option #2.



When reserving your ride, you will need to provide the following information:

- Your full name or telephone number
- The date you wish to travel
- The complete address with zip code and telephone number where you will begin your trip, plus building name, suite # and cross street
- The complete address with zip code and telephone number where you will end your trip, plus building name, suite # and cross street
- Your appointment time and the time you wish to return (Allow sufficient time; There is a minimum of one hour between scheduled drop-off and return time).
- Indicate if you are traveling with a PCA, escort or service animal, etc.
- Other helpful information such as directions to a difficult address, specific entrance, one-way streets, etc.
- Indicate if you are traveling with a mobility device: Cane walker, wheelchair, shopping cart, etc.
- CONNECTION cannot schedule your ride without the address provided by the rider.

No-Show and Late Cancellation Policy

Palm Tran Connection defines a valid no-show as occurring when all six of the following circumstances have occurred:

- 1. The customer (or the customer's representative) has scheduled paratransit service.**
- 2. There has been no call by the customer or his/her representative to cancel the scheduled trip three (3) hours before the start of the pick-up window.**
- 3. The paratransit vehicle has arrived at the scheduled pickup point within the specified pick-up window.**
- 4. The customer has failed to board the vehicle within five (5) full minutes after the driver's arrival. The five (5) minute wait time cannot start until the beginning of the agreed to and confirmed pickup window.**
- 5. The driver has waited and made a good faith effort to locate the customer. (The driver cannot lose sight of the vehicle nor enter the location of your pick up).**
- 6. The driver has contacted their dispatcher who has made one last attempt to contact the customer through the phone number on file. At this point the driver will place a no-show tag on the door indicating the date and time of arrival and departure. No-show tags will only be left at residences located on the ground floor.**

Any customer charged with valid no-shows or late cancellations which exceed three (3) no-shows or late cancellations per calendar month shall be considered as an "Occurrence" of violating the No-Show policy.

First Occurrence:

Warning Letter and Suspension of Subscription

Second Occurrence:

14-day Suspension and Loss of Subscription

All Subsequent Occurrences:

30-day Service Suspension



A no-show will not be charged when the no-show is beyond the control of the customer

Customers will receive two (2) week's notice of any suspension. Notice of suspension will include the dates of all valid no-shows. Service will continue to be provided while any appeal is pending.

If any customer no-shows the "going" trip on two consecutive days, staff will automatically cancel all trips until contact is made with the customer to confirm service is still needed.

Appeals Process: Any customer who has been determined to be in violation of the Palm Tran CONNECTION No-Show Policy will have the right to appeal the decision through the Director of Palm Tran CONNECTION and/or the locally approved Grievance board whose decision is binding and final.

Scheduling a Trip

The customer service representative may negotiate up to one (1) hour before or after your desired travel time. Trip requests may be negotiated in order to accommodate all service requests.

CONNECTION's peak weekday hours are from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 5:00 p.m. It is recommended you allow additional travel time during peak service hours or avoid travel during those times.

Standing Order Reservations

A Standing Order Reservation is defined as a trip of a recurring nature to and from the same place, at the same time, on the same day(s) of the week, for at least a 30-day period. For example: employment, dialysis, or school trips. Standing order trips are subject to availability. **You are permitted to make one (1) change per 30-day period.** For example, you can only change the day of the week, if necessary. You cannot change the day of the week and the time of a standing order reservation.

If you request a change or cancellation to a standing order, you must specify if the change is permanent or temporary. Permanent changes will be processed as a new standing order request.

Changing or Canceling a Reservation

You may cancel your trip up to 10:00 p.m., Monday through Saturday and up to 6:00 p.m. on Sunday by calling (561) 649-9838, option #1. This option allows customers to cancel their trips even when the office is closed, by leaving a voicemail with client name, phone number and specifying the trips that need to be canceled.

If you have made a reservation and need to change or cancel it, please call in as soon as possible. Changes must be made before 5:00 p.m. the day before your scheduled trip.



Cancellations must be made at least three hours before your scheduled pick-up

If you cancel your trip less than three hours before the start of your scheduled "pick-up window," you will be charged with a "no-show."

Riding Palm Tran CONNECTION

Palm Tran CONNECTION is a shared-ride, Paratransit service. Riders eight (8) years old and under must be accompanied by a Personal Care Attendant (PCA). Drivers will meet you at the front door of any private residence or at the ground floor entrance of any residence or public building.

Please be ready and waiting to board a CONNECTION vehicle at the start of your scheduled “pick-up window.” The driver will wait only five (5) minutes for you to board. If you are not ready to board you may be charged with a “no-show.”

If your disability makes it impossible for you to board the vehicle within five (5) minutes, please notify CONNECTION so your (5) minute boarding requirement can be extended.



All Palm Tran CONNECTION vehicles are ADA accesible, therefore you may not request a specific vehicle or choice of driver

When the CONNECTION vehicle arrives, you will need to do the following:

- 1. Sign the vehicle manifest.** If you are unable to sign, the driver will mark “UTS” indicating “unable to sign” on the manifest.
- 2. Pay the Fare.** Please refer to the Fare Requirement section of this handbook. Please remember to pay your fare in exact change prior to the vehicle departing the pick-up location. Drivers are not allowed to make change.
- 3. Board the Vehicle.** Enter the vehicle by ramp, by climbing the steps, or by riding the lift. If you are unable to board the vehicle that arrives to transport you, please inform the driver so an appropriate vehicle can be dispatched to pick you up. Also, before your next trip please notify CONNECTION and tell us the problem with the vehicle and explain your special needs so that the correct vehicle may be sent in the future.
- 4. Secure your safety belt.** When riding you must be seated and must wear the provided safety belt. If you are riding in a wheelchair or using a mobility aid, your equipment must be secured to the floor of the vehicle by four securement straps. Drivers are trained to secure your mobility aids to the floor and can assist with adjusting your safety belt and verifying that you are secure. Please let us know if you have any questions or concerns with how the driver secures your mobility aid.

Wheelchairs and Mobility Devices



The U.S. Department of Transportation Regulations 49 CFR Parts 37 and 38 governs "Transportation Services for Individuals with Disabilities" and "ADA Specifications for Transportation Vehicles." Palm Tran CONNECTION may not be able to accommodate passengers who exceed the limits listed below.

As defined by the U.S. Department of Transportation (USDOT) Regulation, a "wheelchair" is defined as: "Wheelchair means a mobility aid belonging to any class of three or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered."



All Palm Tran CONNECTION vehicles are built and maintained in adherence with all USDOT regulations

Wheelchair Size Specifications

Size Palm Tran CONNECTION can accommodate all wheelchairs that fit within size regulation of 30 inches wide by 48 inches long. Wheelchairs and attached items exceeding these dimensions will be judged on a case-by-case basis and may be excluded if accommodating the wheelchair is inconsistent with legitimate safety requirements.

Weight USDOT regulations require that vehicle lifts and ramps are capable of accommodating a capacity of a minimum of 600 lbs. All Palm Tran CONNECTION vehicles can accommodate mobility aids and passengers with a combined weight of up to 800 lbs.

Safety Precautions When Traveling by Wheelchair Please note that if you travel by wheelchair, your mobility device must be forward facing and it is recommended that you travel with foot rests on your mobility device. This safety measure is in place to prevent injury during transport.

Per the Americans with Disabilities Act (ADA), complementary paratransit service is not intended to be a comprehensive system of transportation for individuals with disabilities.

If you have questions about the suitability of your particular mobility aid, contact Palm Tran CONNECTION

Palm Tran CONNECTION (PTC) Orange I.D. Badges

For your convenience, PTC orange ID badges are available. The badges help drivers to easily identify CONNECTION riders. Please call Palm Tran CONNECTION to request a badge.



Where's My Ride?

If the CONNECTION vehicle has not arrived within your “pick-up window”, then your ride is considered to be late. If you need to take your ride, please call CONNECTION at 649-9838 option #1 and a representative will inform you of when you can expect a vehicle to arrive. If your vehicle is late 15 minutes outside your pick-up window and you choose not to travel, you will not be charged with a no-show. Report it to us immediately at 561-649-9838 option #1.

If you miss your pick-up from home, you will need to call CONNECTION. Please note that if you are a no-show from home, the carrier will not be able to return to your home to take you to your destination. If you miss your pick-up to return home, or if your appointment is running later than expected and there is a chance you may not be ready for your scheduled return trip, you will need to call CONNECTION. If you miss your return trip pick-up, CONNECTION will send your trip to another transportation provider to transport you within the allowable three hour maximum timeframe.

Traveling With Packages



You may travel with one (1) medium sized piece of luggage and one carry-on. Please note that packages or luggage cannot weigh more than 35 pounds combined. These packages must fit under your seat or on your lap.

You may travel with up to two (2) large paper grocery bags or four standard plastic handled grocery bags.



Drivers will assist in carrying packages to the ground floor entrance of your building, upon request

You may not carry oversized or heavy packages of any kind, or packages containing firearms, knives or explosive materials.

Assistance with Stairs, Doors and Other Barriers

Drivers will provide assistance up or down one flight of stairs without mobility device, as long as these stairs are between the vehicle and the front door or ground floor entrance of your origin or destination. Drivers may not assist riders using mobility devices up or down more than one step, or through grass or sand. Drivers are prohibited from entering a riders' residence.

Emergency Evacuations

In the event of a mandatory evacuation order issued by Palm Beach County's Emergency Operations Center, Palm Tran and Palm Tran CONNECTION provide transportation for pre-registered individuals who are without transportation. Buses and wheelchair equipped vans are used to evacuate those who are in "at-risk" areas of the county and to take them to special care shelters and local Red Cross shelters.

To be included in any upcoming evacuation transportation plan, you must pre-register with the Emergency Operations Center by calling (561) 712-6400.

Rider's Rights and Responsibilities

Rider's Courtesy Tips

Riders should refrain from engaging in disruptive, aggressive, threatening or illegal behavior. Such behavior may result in suspension of your service for at least 30 (thirty) days. Riders who engage in physical abuse or cause physical injury to others may have their door to door service permanently suspended.



Disruptive, aggressive, threatening or illegal behavior is defined as:

Foul, derogatory and/or inappropriate language directed to CONNECTION staff, drivers and other riders.
Behavior which is offensive (i.e. inappropriate touching) aggressive, threatening (i.e. verbal/physical) or incidents that pose a direct threat to the health, safety or welfare of CONNECTION personnel, drivers and other riders.
Possession, distribution or under the influence of alcohol, illegal drugs, or controlled substances on CONNECTION vehicles.
The committing of any crime on CONNECTION vehicles.
Three or more incidents of late cancellations and/or no-shows within a 30 (thirty) calendar day period.
Refusing to board the vehicle within the pick-up window or refusing to exit the vehicle upon reaching the destination.
Tampering with or operating vehicle equipment or two-way radio.

Rider's Rights

Riders Have the Right to Expect:

Safe trips in air-conditioned or heated vehicles.

Safe, clean, properly equipped, smoke-free vehicles.

Properly fastened seat belts and/or mobility device tie-downs.

Drivers who are trained to provide public transportation services.

Professional, courteous treatment by drivers and other riders.

Safe service and the ability to file complaints without fear of retaliation for unacceptable service.

Prompt investigations and effective resolution to complaints.

Current and complete program information.

Assistance while getting into and out of the vehicle and to the seat or securement area of the vehicle.

Peace and quiet. Drivers and/or riders are not permitted to play loud music in the vehicle (two-way dispatch radio is necessary and therefore exempt).

The driver will wait 5 minutes for you, but no longer, as it will impact the schedule for other riders. You are not required to board the vehicle until your pick-up window opens.

Adequate Seating.

Drivers with a photo ID, company logo, badge and uniform that is clearly visible.

Drivers who identify him/herself and announce the rider's name.

Rider's Responsibilities



Riders Have the Responsibility to:

Be informed about program benefits and limitations.

Have appointment times, addresses (including zip code), telephone numbers and other needed information ready when making a reservation.

Schedule trip requests 7 days in advance or by 5:00 p.m. the day before travel.

Be ready and waiting for the vehicle in the designated pick-up location. Meet the driver at the front door of any private residence or at the ground level entrance of a public building.

Remain in the pick-up location during the entire pick-up window.

Call CONNECTION to report late pick-ups if the vehicle has not arrived by the end of the pick-up window.

Call in trip cancellations as soon as possible, but no later than three hours before the start of the pick-up window.

Rider's Responsibilities Continued —————→

Rider's Responsibilities Continued

Present the correct fare in cash or with a Ticket-To-Ride.
Drivers are not permitted to make change.

Report anything you notice that constitutes a safety hazard to
your driver and Palm Tran CONNECTION.

Wear seatbelts and remain seated until the vehicle comes to a
complete stop at your destination.

Keep track of personal belongings. CONNECTION is not
responsible for items lost or stolen on vehicles.

No smoking, eating or drinking while in the vehicle. If your
disability requires you to have a snack while on the vehicle,
notify us so that this requirement can be modified to
accommodate your needs.

Be courteous to the driver and others and avoid distracting the
driver.

Keep wheelchairs or other mobility aids in good condition,
including working wheelchair brake and ensure that your
wheelchair is equipped with both foot rests.

Avoid littering in the vehicle.

Use headphones when playing radio, television, CD player, etc.

You may not carry oversized or heavy packages of any kind, or
packages containing firearms, knives or explosives.

Do not tamper with or operate vehicle equipment or
two-way radio.

Expect shared-ride public transportation service. Travel time
should not exceed the comparable fixed route ride time.

Title VI Civil Rights Assurance

Palm Tran is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color or national origin as protected by Title VI of the Civil

Rights Act of 1964, as amended (Title VI). If you want more information on Palm Tran's nondiscrimination policy you may request additional information by submitting a written request to Palm Tran, Title VI, 3201 Electronics Way, West Palm Beach, FL 33407-4618.

If you believe you have been subjected to discrimination under Title VI, you may file a written complaint and submit it to: Palm Tran, Title VI, 3201 Electronics Way, West Palm Beach, FL 33407

How to File a Title VI Complaint: Your complaint should be made in writing and submitted to Palm Tran within 180 days from the date of the alleged discrimination. You should also include the following information with your complaint:

- Your name
- Your address and information as to how Palm Tran should contact you (e.g., your telephone number, e-mail address, home address, etc.)
- A description of the discriminatory act or incident(s). You should describe how, why, when and where you believe you were discriminated against and provide the location, names and contact information of any witnesses
- You must sign your complaint. Please explain as clearly as possible what happened, why you believe it happened, and how you were discriminated against. Please identify any other individuals who were involved or observed the incident. Be sure to explain how other persons were treated differently from you.

If you are unable to submit a written complaint, you may request assistance from Palm Tran. Please contact Palm Tran's Title VI Office at 841-4200.

Palm Tran strives to promptly investigate complaints. Palm Tran will address any complaint indicating a failure on Palm Tran's part to comply with Title VI, and will endeavor to notify the complainant of the action it proposes or will take to resolve the complaint. Complaints which do not suggest a failure to comply with Title VI or which lack sufficient information to address may be closed by Palm Tran.

Driver's Responsibilities



Drivers are not responsible for assisting riders to get dressed.

Drivers are not responsible for providing wheelchairs, escorts, child seats, shopping carts or Personal Care Attendants (PCA's).

Drivers are prohibited from traveling beyond the lobby of any public building; drivers may not lose sight of their vehicle if it is occupied by other riders.

Drivers are not allowed to accept gratuities or gifts of any kind, at any time, in conjunction with the Palm Tran CONNECTION program.

Drivers are required to be in uniform, wear an ID badge and be professional and courteous at all times.

Upon arrival, drivers are required to identify themselves as CONNECTION drivers employed by their respective transportation provider.

Drivers are required to confirm the riders name, obtain the rider's full signature on the manifest and collect the applicable fare in cash or Ticket-to-Ride

Drivers are prohibited from playing loud music or talking on cell phones on the vehicle when a rider is onboard.

Drivers are required to provide door-to-door service for all riders, providing assistance to and from the vehicle.



Customer Relations



In an effort to provide safe, dependable and quality service, it is important that you report your service experience – whether it was a very good experience or not. It is important that you call us within seven days of the incident so we may respond to your concern.

Palm Tran CONNECTION Customer Relations records all commendations and concerns and attempts to resolve any problem which resulted in poor service. CONNECTION requires the following information to research and resolve complaints:

- **Your first and last name***
- **Time and date when the incident occurred**
- **Description of the incident**
- **Any other information which will help CONNECTION research the incident (i.e., transportation provider, driver's name, etc.)**

*While you are not required to provide your name in order to comment on our service, your name is necessary in filing and researching a complaint. Once you provide this information, CONNECTION will mail an acknowledgement card to you and immediately transmit the complaint to the responsible party. CONNECTION will take the necessary action towards resolution. Riders are encouraged to contact CONNECTION 5 business days after the complaint has been filed to obtain the response. The Customer Service Report will be mailed to the rider following the final resolution.

Formal ADA Appeals, Complaints & Transportation Disadvantaged Grievances



Palm Tran's goal is to provide quality service to all CONNECTION riders

We are committed to answering all questions resolving all service issues. However, if we are unable to answer questions to your satisfaction, you may contact the appropriate regulatory agency for further assistance.

Palm Tran will accept, hear and resolve appeals made by individuals applying for Palm Tran's ADA Paratransit services, provided by CONNECTION and from CONNECTION consumers who have been suspended from service for any reason. Appeals must be filed within 60 days of Palm Tran's initial eligibility determination and/or from the date upon which CONNECTION services are suspended. A copy of the appeals process is available by calling CONNECTION.

Appeals must be filed in writing and sent to the following address:

**Palm Tran CONNECTION
Attn: Director of Palm Tran CONNECTION,
ADA Appeals
50 South Military Trail, Suite 101
West Palm Beach, Florida 33415**

Phone:

561-649-9838 or 1-877-870-9849 toll-free

Fax: 561-649-0685

**For Transportation Disadvantaged related questions and concerns, you may file a grievance by calling the Transportation Disadvantaged Commission at
1-800-983-2435 (toll-free).**

Transportation Meetings & Program Updates

Palm Tran Service Board (PTSB) & Paratransit Subcommittee

Members of the PTSB are appointed by the Palm Beach County Board of County Commissioners. The service board is responsible for major fixed-route bus service adjustments including holding public hearings, and serves as a forum for the development and assessment of public transit service for county residents including those individuals with disabilities.

The PTSB meets on the fourth Thursday of each month from
1:30 p.m. to 3:00 p.m. at the

**Clayton Hutcheson Agricultural Center
559 N. Military Trail • West Palm Beach, FL 33415**

Any changes to the location of the meeting will be
announced in advance.

The PTSB-Paratransit Subcommittee meets at
**Palm Tran CONNECTION at 50 S. Military Trail, Suite 101,
West Palm Beach, FL 33415**

Please contact us for exact meeting dates and locations.

Transportation Disadvantaged Local Coordinating Board (TDLCB)

Pursuant to Florida Statutes chapter 427, the Metropolitan Planning Organization (MPO) has appointed an advisory board called the Transportation Disadvantaged Local Coordinating Board. The TDLCB advises the MPO on matters pertaining to the administration of the Transportation Disadvantaged program.

The TDLCB meets quarterly at
**Palm Tran Connection at 50 S. Military Trail, Suite 101,
West Palm Beach, FL 33415**

Please contact us for exact meeting dates.

***Please remember to donate \$1.00 to the Transportation Disadvantaged Trust
Fund when you renew your driver's license or tag.
Then tell a friend.***

CONNECTION Program Updates

CONNECTION program updates and information related to transportation are available by calling the Paratransit Community Outreach hotline recording at (561) 841-4300 or in southern Palm Beach County at (561) 274-1475. You will hear a current recording of dates, times and locations of upcoming meetings. Information may also be obtained via Palm Tran's website: www.palmtran.org.

Community Outreach and Education



Palm Tran CONNECTION's Outreach Program provides presentations, rider education forums and travel training to seniors, persons with disabilities and the Transportation Disadvantaged.

To request a presentation or obtain more information,
contact the outreach department at:
(561) 649-9848 option 6 ext. 3632



Like us on
Facebook

You're just a click away for
route updates, special events
and more!

facebook.com/palmtran



Palm Tran Fixed Route Bus Service



Palm Tran's current system consists of 150 buses serving 3,200 bus stops. The system is a modified grid system with timed-transfer points which allow for extended coverage.

Service operates seven days a week. Typically, weekday service runs from 5:30 a.m. to 10:00 p.m. Saturday and Sunday service operates from 9:00 a.m. to 5:00 p.m. Seniors 65 and older can ride the bus at a reduced fare. The reduced fare is \$1.00 per one-way trip. The regular cash fare is \$2.00.

**! ADA Eligible customers can ride
Palm Tran fixed routed buses free!**

Existing CONNECTION ADA customers will need to request an ADA ID card if they wish to use fixed route service. This may require having your photo taken at the CONNECTION office.

**Palm Tran offers the Unlimited QUIK Pass which allows you
unlimited rides all day.**

The daily Unlimited QUIK Pass can be purchased on the bus.

\$5.00 Regular Unlimited • \$3.50 Reduced Unlimited

The 31-Day Unlimited QUIK Pass allows you unlimited rides for
31 days after activation.

\$70.00 Regular Unlimited • \$55.00 Reduced Unlimited.



**Those approved for the
Transportation Disadvantaged (TD)
\$15.00 or \$20.00 31-Day Fare Pass program
can purchase their passes at:**

Palm Tran CONNECTION: Monday – Friday • 8:00 a.m. to 4:30 p.m.

***Palm Tran North County Facility:
Tuesday – Friday • 8:30 a.m. to 4:30 p.m.***

Fares are set by the Board of County Commissioners and may change at any time

QUIK Pass purchasing locations & reduced fare requirements —————→



Purchasing Locations

Palm Tran Administrative Offices

3201 Electronics Way, West Palm Beach 33407 • (561) 841-4200

Palm Tran CONNECTION

50 S Military Trail, Suite 101, West Palm Beach 33415
(561) 649-9838 or (877) 870-9849 (toll-free)

Coming Summer 2014! West Palm Beach Intermodal Transit Center

150 Clearwater Dr, West Palm Beach 33401

Palm Beach County Governmental Center

301 North Olive Avenue, downstairs lobby, West Palm Beach 33401
(561) 355-3623

All Palm Beach County Library System Branches

For library locations visit www.pbclibrary.org

Florida Atlantic University OWL Card Center

777 Glades Rd., Boca Raton 33431 • (561) 297-2700

Village of North Palm Beach Library

303 Anchorage Dr., North Palm Beach 33408 • (561) 841-3383

Half/Reduced Fare Requirements

Palm Tran offers a half fare on our single-trip cash fare and a reduced price on all QUICK Passes for those who qualify. Passengers riding for a half fare or using a reduced fare QUICK Pass must be able to present identification when boarding the bus which can include:

- **Senior** – any person 65 years or older with a photo ID issued by Palm Tran, a valid driver's license or Florida State ID card. A Florida State Identification card can be obtained from the Drivers License Bureau.
- **Student** – age 21 or under. Must show valid school ID.
- **Disabled** – any person who has received a half fare ID issued by Palm Tran or our paratransit division, Palm Tran CONNECTION, based on documented disabilities.
- **Medicare** – Recipient must show their Medicare card to receive a half fare.
- **Veteran's Administration** – Must show their "Service Connected" VA card.

Customers with a Medicaid card do not receive a half fare.

Free Fare Requirements

The following may ride Palm Tran for free if one of these requirements is met:

- Customers with an ADA ID card issued from Palm Tran CONNECTION.
- Children 8 and under ride free when accompanied by a fare paying passenger.
 - Police officer in uniform or with badge.

Palm Tran's Family of Services



Call for an eligibility application
(561) 649-9838 or
1-(877) 870-9849 (toll-free)
or visit us online: www.palmtran.org



Palm Tran Customer Service
(561) 841-4BUS (4287) or 1-877-930-4287 (toll-free)

Customer Service Hours:
Monday-Friday: 6:00 a.m. to 7:00 p.m.
Saturday: 8:00 a.m. to 6:00 p.m.
www.palmtran.org

South Florida Public Transportation



Customer Service Center
(954) 357-8400
Mon-Fri 7:00 a.m.-8:00 p.m.
Sat-Sun and Holidays 8:30 a.m. - 5:00 p.m.

If you will be transferring to BCT, ask the Palm Tran driver for a transfer which allows you to pay a discounted fare on BCT.

Broward County Tops Paratransit
(954) 357-6794 • www.broward.org/bct



Customer Service - Trip Planning Assistance
(305) 891-3131, option 1
Mon-Fri 7:00 a.m. - 8:00 p.m.
Sat-Sun 8:00 a.m. - 5:00 p.m.

Miami STS Paratransit
(786) 469-5000 • www.miamidade.gov/transit



For Tri-Rail schedules and information call
the Customer Service Center in Florida
1-800-TRI-RAIL
(1-800-874-7245)

[illegible]

Please note:

The contents of this document may change at any time without notice. Please contact Palm Tran CONNECTION for any updates or changes.

If you have questions about any of the information contained in this document or to request this document in an alternative format (i.e. Braille, cassette tape or computer diskette) please contact Palm Tran CONNECTION's administrative office at 561-649-9848.



Palm Tran
CONNECTION
Independence through mobility

50 South Military Trail, Suite 101
West Palm Beach, FL 33415
561-649-9838 or 1-877-870-9849 (toll-free)



3201 Electronics Way
West Palm Beach, FL 33407
(561) 841-4BUS (4287) or 1-877-930-4287 (toll-free)



Palm Beach County
Board of County Commissioners

www.palmtran.org

ATTACHMENT 5 - NATIONAL TRANSIT DATABASE (NTD) DEMAND
RESPONSE PURCHASED TRANSPORTATION MONTHLY
LOG

DRAFT

COMPANY NAME
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG
FOR FISCAL YEAR ENDING SEPTEMBER 30, 20_____

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
DESCRIPTION													
e.g. Private, for profit.													
OPERATING FUNDING													
TRANSPORTATION FARES, NOT INCLUDING TICKETS													0
AUXILIARY TRANSPORTATION FUNDING													0
OTHER (EXPLAIN)													0
FEDERAL FUNDING													0
STATE FUNDING													0
LOCAL FUNDING													
SOURCE: PALMTRAN, INCLUDING TICKETS													0
TOTAL REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>EXPENDITURES MUST EQUAL REVENUES</i>													
FARE REVENUE PER PASSENGER TRIP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSIT EXPENSES													
VEHICLE OPERATIONS													0
VEHICLE MAINTENANCE													0
NON-VEHICLE MAINTENANCE													0
GENERAL ADMINISTRATION													0
TOTAL EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>EXPENDITURES MUST EQUAL REVENUES</i>													
EXPENSE PER PASSENGER TRIP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE VEHICLE MAINTENANCE & ENERGY													
NUMBER OF MAINTENANCE FACILITIES:													
OWNED OR LEASED?:													
TRANSIT AGENCY SERVICE													
# OF VEHICLES OPERATED IN MAXIMUM SERVICE													
# OF VEHICLES AVAILABLE FOR MAXIMUM SERVICE													
AVERAGE MILES PER VEHICLE OPERATED IN MAX SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	0
# OF VEHICLES IN OPERATION													
AVERAGE TYPICAL WEEKDAY													
AVERAGE TYPICAL SATURDAY													
AVERAGE TYPICAL SUNDAY													
DO YOU HAVE ANY PEAK SERVICE? YES OR NO													
AVERAGE TRIPS PER VEHICLE (WEEKDAYS)													
DATES NOT OPERATED DUE TO STRIKES													0
DATES NOT OPERATED DUE TO OFFICIALLY DECLARED EMERGENCIES													0

COMPANY NAME
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG
FOR FISCAL YEAR ENDING SEPTEMBER 30, 20_____

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
MECHANICAL SYSTEM FAILURES (ROAD CALLS)													
MAJOR SYSTEM FAILURES													
Engines													0
Transmissions													0
Brakes													0
Electrical System													0
Steering / Wheel & Tires													0
Doors													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
NON-MAJOR SYSTEMS FAILURES													
Fareboxes													0
Heating													0
Ventilation													0
Air Conditioning													0
Wheelchair Lifts													0
Other													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL SYSTEM FAILURES	0	0	0	0	0	0	0	0	0	0	0	0	0
FUEL CONSUMPTION (IN GALLONS)													
Diesel													0
Gasoline													0
TOTAL FUEL CONSUMPTION (IN GALLONS)	0	0	0	0	0	0	0	0	0	0	0	0	0

ATTACHMENT 6 - NATIONAL TRANSIT DATABASE DATA FOR 2012
THROUGH 2013

DRAFT

MMMG, LLC (Dedicated)
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013

DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
DESCRIPTION													
e.g. Private, for profit.	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	
CAPITAL FUNDING													
DID YOUR ENTITY USE FEDERAL OR STATE FUNDS TO PURCHASE CAPITAL ITEMS (USUALLY OVER \$1,000) TO BE USED IN CONJUNCTION WITH YOUR TRANSPORTATION SERVICE? YES OR NO	No	No	No	No	No	No	No	No	No	No	No	No	
OPERATING FUNDING													
TRANSPORTATION FARES, NOT INCLUDING TICKETS	136,614	119,208	113,272	130,193	123,477	126,275	136,068	134,741	116,544	124,434	129,907	123,616	1,514,349
AUXILIARY TRANSPORTATION FUNDING													0
OTHER (EXPLAIN)													0
FEDERAL FUNDING													0
STATE FUNDING													0
LOCAL FUNDING	1,286,372	1,124,311	1,102,897	1,248,383	1,242,461	1,295,083	1,320,965	1,301,794	1,177,399	1,270,286	1,319,430	1,241,714	14,931,095
SOURCE: PALMTRAN, INCLUDING TICKETS													0
SOURCE:													0
TOTAL REVENUES	1,422,986	1,243,519	1,216,169	1,378,576	1,365,938	1,421,358	1,457,033	1,436,535	1,293,943	1,394,720	1,449,337	1,365,330	16,445,444
EXPENDITURES MUST EQUAL REVENUES													
FARE REVENUE PER PASSENGER TRIP	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$3	\$2
TRANSIT EXPENSES													
VEHICLE OPERATIONS	1,316,096	1,139,837	1,114,561	1,271,878	1,262,337	1,310,824	1,346,660	1,328,349	1,185,944	1,278,721	1,341,014	1,255,925	15,152,146
VEHICLE MAINTENANCE	63,385	61,483	60,253	62,355	61,099	64,652	64,001	62,987	62,987	66,987	63,359	63,992	757,540
NON-VEHICLE MAINTENANCE	21,348	20,707	20,293	21,456	20,541	21,987	21,852	21,007	22,318	24,021	21,547	21,762	258,839
GENERAL ADMINISTRATION	22,157	21,492	21,062	22,887	21,961	23,895	24,520	24,192	22,694	24,991	23,417	23,651	276,919
TOTAL EXPENSES	1,422,986	1,243,519	1,216,169	1,378,576	1,365,938	1,421,358	1,457,033	1,436,535	1,293,943	1,394,720	1,449,337	1,365,330	16,445,444
EXPENDITURES MUST EQUAL REVENUES													
EXPENSE PER PASSENGER TRIP	\$26	\$25	\$27	\$26	\$28	\$28	\$27	\$27	\$28	\$28	\$28	\$28	\$27
REVENUE VEHICLE MAINTENANCE & ENERGY													
NUMBER OF MAINTENANCE FACILITIES:	1	1	1	1	1	1	1	1	1	1	1	1	
OWNED OR LEASED?:	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	
TRANSIT SAFETY AND SECURITY													
SEE MANUAL: NOTE THE \$7,500 MINIMUM PER NTD.													
NUMBER OF ACCIDENTS OR INCIDENTS	0	0	0	0	0	0	0	0	0	0	0	0	0
NON-ARSON FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0
SECURITY ITEMS: VIOLENT OR PROPERTY CRIMES.	0	0	0	0	0	0	0	0	0	0	0	0	0
TRANSIT PROPERTY DAMAGE (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
NUMBER OF (FULL TIME EQUIVALENT) SECURITY PERSONNEL	0	0	0	0	0	0	0	0	0	0	0	0	0
TRANSIT AGENCY SERVICE													

MMMG, LLC (Dedicated)
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013

DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
# OF VEHICLES OPERATED IN MAXIMUM SERVICE	121	116	117	130	132	131	129	132	130	125	126	125	
# OF VEHICLES AVAILABLE FOR MAXIMUM SERVICE	135	135	135	149	139	150	150	147	142	138	132	132	
AVERAGE MILES PER VEHICLE OPERATED IN MAX SERVICE	4,529	4,213	3,905	3,989	3,904	4,099	4,485	4,307	3,951	4,437	4,518	4,289	
TIME SERVICE BEGINS: (IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	
AVERAGE TYPICAL SATURDAY	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	
AVERAGE TYPICAL SUNDAY	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	
TIME SERVICE ENDS: (IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	
AVERAGE TYPICAL SATURDAY	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	
AVERAGE TYPICAL SUNDAY													
# OF VEHICLES IN OPERATION													
AVERAGE TYPICAL WEEKDAY	114	107	110	114	128	127	127	127	128	124	125	125	
AVERAGE TYPICAL SATURDAY	21	21	22	21	21	21	21	21	20	20	20	20	
AVERAGE TYPICAL SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	
DO YOU HAVE ANY PEAK SERVICE? YES OR NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
AVERAGE TRIPS PER VEHICLE (WEEKDAYS)	20.3	21.4	19.7	20.2	18.8	18.5	19.2	18.9	17.7	18.0	18.4	19.2	
ACTUAL VEHICLE MILES (REVENUE & DEADHEAD):													
WEEKDAY TOTAL FOR THE MONTH (A)	531,484	472,140	436,105	502,431	500,567	517,326	563,289	553,862	494,992	539,940	550,819	521,208	6,184,163
SATURDAY TOTAL FOR THE MONTH (A)	16,518	16,600	20,815	16,152	14,791	19,620	15,313	14,675	18,688	14,629	18,395	14,872	201,068
SUNDAY TOTAL FOR THE MONTH (A)	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	548,002	488,740	456,920	518,583	515,358	536,946	578,602	568,537	513,680	554,569	569,214	536,080	6,385,231
AVERAGE HOURS PER VEHICLE OP IN MAX SERVICE	254	232	225	229	225	236	245	236	217	243	248	234	
ACTUAL VEHICLE HOURS (REVENUE & DEADHEAD)													
WEEKDAY TOTAL FOR THE MONTH (B)	29,864	25,980	25,183	28,906	28,814	29,828	30,734	30,255	27,096	29,511	30,144	28,365	344,680
SATURDAY TOTAL FOR THE MONTH (B)	927	884	1,171	924	874	1,118	841	851	1,072	842	1,085	867	11,456
SUNDAY TOTAL FOR THE MONTH (B)	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	30,791	26,864	26,354	29,830	29,688	30,946	31,575	31,106	28,168	30,353	31,229	29,232	356,136
AVERAGE DEADHEAD MILES PER DEADHEAD HOUR	17.8	18.2	17.3	17.4	17.4	17.4	18.3	18.3	18.2	18.3	18.2	18.3	17.9
ACTUAL VEHICLE REVENUE MILES													
WEEKDAY TOTAL FOR THE MONTH (C)	457,600	406,393	387,938	432,926	444,668	508,572	528,742	538,516	419,922	471,151	485,257	463,501	5,545,186
SATURDAY TOTAL FOR THE MONTH (C)	13,988	14,116	18,980	13,717	12,963	19,250	14,231	14,286	15,708	12,575	15,888	12,982	178,684
SUNDAY TOTAL FOR THE MONTH (C)	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	471,588	420,509	406,918	446,643	457,631	527,822	542,973	552,802	435,630	483,726	501,145	476,483	5,723,870
RATIO OF REVENUE MILES TO TOTAL MILES	86%	86%	89%	86%	89%	98%	94%	97%	85%	87%	88%	89%	90%
ACTUAL VEHICLE REVENUE HOURS													
WEEKDAY TOTAL FOR THE MONTH (D)	26,877	23,381	22,665	26,015	25,932	26,845	27,661	27,230	24,387	26,560	27,130	25,528	310,211
SATURDAY TOTAL FOR THE MONTH (D)	834	796	1,054	832	787	1,006	757	766	965	758	976	780	10,311
SUNDAY TOTAL FOR THE MONTH (D)	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	27,711	24,177	23,719	26,847	26,719	27,851	28,418	27,996	25,352	27,318	28,106	26,308	320,522

MMMG, LLC (Dedicated)
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013

DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
AVERAGE REVENUE MILES PER REVENUE HOUR	17.0	17.4	17.2	16.6	17.1	19.0	19.1	19.7	17.2	17.7	17.8	18.1	18
RATIO OF REVENUE HOURS TO TOTAL HOURS	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
CHARTER SERVICE HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0
SCHOOL BUS HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0
UNLINKED PSGR TRIPS (PASSENGERS BOARDED)													
WEEKDAY TOTAL FOR THE MONTH (E)	53,261	48,183	43,388	50,707	48,219	49,254	53,565	52,785	45,275	49,031	50,712	48,087	592,467
SATURDAY TOTAL FOR THE MONTH (E)	1,617	1,634	2,017	1,562	1,428	1,838	1,391	1,412	1,753	1,381	1,785	1,348	19,166
SUNDAY TOTAL FOR THE MONTH (E)	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	54,878	49,817	45,405	52,269	49,647	51,092	54,956	54,197	47,028	50,412	52,497	49,435	611,633
UNLINKED AVERAGE WEEKDAY PASSENGER TRIPS	2,316	2,294	2,169	2,305	2,411	2,345	2,435	2,399	2,264	2,229	2,305	2,404	2,323
TRIPS PER REVENUE HOUR	2.0	2.1	1.9	1.9	1.9	1.8	1.9	1.9	1.9	1.8	1.9	1.9	1.9
PASSENGER MILES													
WEEKDAY TOTAL FOR THE MONTH	553,914	539,650	407,847	441,151	593,094	453,137	632,067	844,560	593,103	720,756	567,974	519,340	6,866,592
SATURDAY TOTAL FOR THE MONTH	16,817	18,301	18,960	13,589	17,564	16,910	16,414	22,592	22,964	20,301	19,992	14,558	218,962
SUNDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	570,731	557,950	426,807	454,740	610,658	470,046	648,481	867,152	616,067	741,056	587,966	533,898	7,085,554
AVG PASSENGER MILES PER PASSENGER TRIP	10.4	11.2	9.4	8.7	12.3	9.2	11.8	16.0	13.1	14.7	11.2	10.8	
# OF DAYS SCHEDULED OPERATED													
WEEKDAYS	23	21	20	22	20	21	22	22	20	22	22	20	255
SATURDAYS	4	4	5	4	4	5	4	4	5	4	5	4	52
SUNDAYS	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	27	25	25	26	24	26	26	26	25	26	27	24	307
TOTAL VEHICLE MILES PER DAY (WEEKDAY)	23,108	22,483	21,805	22,838	25,028	24,635	25,604	25,176	24,750	24,543	25,037	26,060	24,252
DATES NOT OPERATED DUE TO STRIKES	0	0	0	0	0	0	0	0	0	0	0	0	0
DATES NOT OPERATED DUE TO OFFICIALLY DECLARED EMERGENCIES	0	0	0	0	0	0	0	0	0	0	0	0	0
MECHANICAL SYSTEM FAILURES (ROAD CALLS)													
MAJOR SYSTEM FAILURES													
Engines	0	0	0	0	0	0	0	0	0	0	0	0	0
Transmissions	3	1	0	0	2	2	1	2	1	1	2	3	18
Brakes	1	0	1	0	1	2	4	4	2	2	1	1	19
Electrical System	1	0	1	3	0	1	1	1	0	1	1	0	10
Steering / Wheel & Tires	2	0	1	3	2	0	2	1	5	4	4	6	30
Doors	1	1	1	1	2	2	1	2	0	1	2	0	14
MONTHLY TOTAL	8	2	4	7	7	7	9	10	8	9	10	10	91
NON-MAJOR SYSTEMS FAILURES													
Fareboxes	0	0	0	0	0	0	0	0	0	0	0	0	0
Heating	0	0	0	0	0	0	0	0	0	0	0	0	0

MMMG, LLC (Dedicated)
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
Ventilation	0	0	1	0	0	0	0	0	0	0	0	0	1
Air Conditioning	9	1	0	4	1	1	8	15	11	10	12	7	79
Wheelchair Lifts	18	5	5	5	6	8	10	9	8	5	12	5	96
Other													0
MONTHLY TOTAL	27	6	6	9	7	9	18	24	19	15	24	12	176
TOTAL SYSTEM FAILURES	35	8	10	16	14	16	27	34	27	24	34	22	267
FUEL CONSUME (IN GALLONS)													
Diesel	0	0											0
Gasoline	38,476	42,771	40,255	40,129	42,367	53,258	41,902	40,988	41,574	37,231	41,293	51,623	511867
TOTAL FUEL CONSUME (IN GALLONS)	38,476	42,771	40,255	40,129	42,367	53,258	41,902	40,988	41,574	37,231	41293	51623	511867

MMMG, LLC (Non-Dedicated)													
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG													
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
DESCRIPTION													
e.g. Private, for profit.	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	
CAPITAL FUNDING													
DID YOUR ENTITY USE FEDERAL OR STATE FUNDS TO PURCHASE CAPITAL ITEMS (USUALLY OVER \$1,000) TO BE USED IN CONJUNCTION WITH YOUR TRANSPORTATION SERVICE? YES OR NO	No	No	No	No	No	No	No	No	No	No	No	No	
OPERATING FUNDING													
TRANSPORTATION FARES, NOT INCLUDING TICKETS	57,678	55,845	54,165	55,216	56,188	58,969	59,874	61,854	53,493	52,074	56,342	56,177	677,875
AUXILIARY TRANSPORTATION FUNDING													0
OTHER (EXPLAIN)													0
FEDERAL FUNDING													0
STATE FUNDING													0
LOCAL FUNDING	441462	418893	393001	424165	381393	395122	415391	425216	360998	354029	374798	384365	4,768,833
SOURCE: PALMTRAN, INCLUDING TICKETS													0
TOTAL REVENUES	499,140	474,738	447,166	479,381	437,581	454,091	475,265	487,070	414,491	406,103	431,140	440,542	5,446,708
EXPENDITURES MUST EQUAL REVENUES													
FARE REVENUE PER PASSENGER TRIP	\$3	\$3	\$3	\$2	\$3	\$3	\$3	\$3	\$2	\$3	\$3	\$2	\$3
TRANSIT EXPENSES													
VEHICLE OPERATIONS	383,972	363,026	333,220	363,363	325,566	336,315	358,485	371,026	301,272	295,592	314,542	321,613	4,067,992
VEHICLE MAINTENANCE	23,832	23,117	23,579	24,128	22,856	24,308	24,009	23,587	23,001	21,589	24,065	24,546	282,617
NON-VEHICLE MAINTENANCE	8,026	7,785	7,941	8,106	7,901	8,199	8,204	8,198	8,059	7,258	8,117	8,279	96,073
GENERAL ADMINISTRATION	83,310	80,810	82,426	83,784	81,258	85,269	84,567	84,259	82,159	81,664	84,416	86,104	1,000,026
TOTAL EXPENSES	499,140	474,738	447,166	479,381	437,581	454,091	475,265	487,070	414,491	406,103	431,140	440,542	5,446,708
EXPENDITURES MUST EQUAL REVENUES													
EXPENSE PER PASSENGER TRIP	\$22	\$22	\$21	\$21	\$20	\$20	\$20	\$20	\$19	\$20	\$19	\$20	\$20
REVENUE VEHICLE MAINTENANCE & ENERGY													
NUMBER OF MAINTENANCE FACILITIES:	1	1	1	1	1	1	1	1	1	1	1	1	
OWNED OR LEASED?:	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	
TRANSIT SAFETY AND SECURITY													
SEE MANUAL: NOTE THE \$7,500 MINIMUM PER NTD.													
NUMBER OF ACCIDENTS OR INCIDENTS	0	0	0	0	0	0	0	0	0	0	0	0	0
NON-ARSON FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0
SECURITY ITEMS: VIOLENT OR PROPERTY CRIMES.	0	0	0	0	0	0	0	0	0	0	0	0	0
TRANSIT PROPERTY DAMAGE (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
NUMBER OF (FULL TIME EQUIVALENT) SECURITY	0	0	0	0	0	0	0	0	0	0	0	0	0

MMMG, LLC (Non-Dedicated)													
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG													
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
TRANSIT AGENCY SERVICE													
# OF VEHICLES OPERATED IN MAXIMUM SERVICE	62	73	70	62	68	64	61	69	65	60	66	62	
# OF VEHICLES AVAILABLE FOR MAXIMUM SERVICE	62	61	62	62	68	64	61	69	65	60	66	62	
AVERAGE MILES PER VEHICLE OPERATED IN MAX SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	
TIME SERVICE BEGINS:(IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	
AVERAGE TYPICAL SATURDAY	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	
AVERAGE TYPICAL SUNDAY	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	
TIME SERVICE ENDS: (IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	
AVERAGE TYPICAL SATURDAY	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	
AVERAGE TYPICAL SUNDAY	20:00	20:00	20:00	20:00	20:00	20:00	20:00	20:00	20:00	20:00	20:00	20:00	
# OF VEHICLES IN OPERATION													
AVERAGE TYPICAL WEEKDAY	58	58	56	62	58	56	55	56	52	49	49	52	
AVERAGE TYPICAL SATURDAY	58	57	59	61	59	63	63	66	63	60	62	59	
AVERAGE TYPICAL SUNDAY	59	59	59	56	56	53	53	52	57	57	57	55	
DO YOU HAVE ANY PEAK SERVICE? YES OR NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
AVERAGE TRIPS PER VEHICLE (WEEKDAYS)	12.4	12.9	12.0	12.1	13.4	13.4	14.3	14.4	13.6	13.5	13.6	14.8	
ACTUAL VEHICLE REVENUE MILES													
WEEKDAY TOTAL FOR THE MONTH (C)	219,572	211,816	190,286	205,540	176,867	194,575	200,623	216,321	169,619	193,259	189,726	202,361	2,370,565
SATURDAY TOTAL FOR THE MONTH	32,848	32,836	37,097	32,175	27,120	51,897	38,164	42,580	42,012	37,660	50,885	39,933	465,207
SUNDAY TOTAL FOR THE MONTH	23,366	25,217	32,611	20,351	19,598	24,388	23,022	29,580	31,304	33,079	33,568	40,419	336,503
MONTHLY TOTAL	275,786	269,869	259,994	258,066	223,585	270,860	261,809	288,481	242,935	263,998	274,179	282,713	3,172,275
ACTUAL VEHICLE REVENUE HOURS													
WEEKDAY TOTAL FOR THE MONTH (D)	14,196	12,886	10,709	13,449	11,175	11,488	11,987	12,293	8,415	10,425	10,579	10,790	138,392
SATURDAY TOTAL FOR THE MONTH	2,203	2,226	2,750	2,321	2,306	3,005	2,403	2,495	2,410	2,320	3,066	2,319	29,824
SUNDAY TOTAL FOR THE MONTH	1,975	1,972	2,380	1,827	1,851	1,820	1,774	1,830	1,960	1,945	1,941	2,377	23,652
MONTHLY TOTAL	18,374	17,084	15,839	17,597	15,332	16,313	16,164	16,618	12,785	14,690	15,586	15,486	191,868
AVERAGE REVENUE MILES PER REVENUE HOUR	15.0	15.8	16.4	14.7	14.6	16.6	16.2	17.4	19.0	18.0	17.6	18.3	17
CHARTER SERVICE HOURS													
WEEKDAY TOTAL FOR THE MONTH (E)	0	0	0	0	0	0	0	0	0	0	0	0	0
SCHOOL BUS HOURS													
WEEKDAY TOTAL FOR THE MONTH (E)	0	0	0	0	0	0	0	0	0	0	0	0	0
UNLINKED PSGR TRIPS (PASSENGERS BOARDED)													
WEEKDAY TOTAL FOR THE MONTH (E)	16,560	15,653	13,394	16,438	15,591	15,755	17,323	17,714	14,116	14,525	14,684	15,346	187,099
SATURDAY TOTAL FOR THE MONTH	2,987	3,022	3,659	3,156	3,464	4,486	3,511	3,696	4,264	3,278	4,497	3,347	43,367
SUNDAY TOTAL FOR THE MONTH	2,858	2,977	3,878	2,823	2,839	2,783	2,852	2,857	3,731	2,954	2,982	3,810	37,344

MMMG, LLC (Non-Dedicated)													
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG													
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
MONTHLY TOTAL	22,405	21,652	20,931	22,417	21,894	23,024	23,686	24,267	22,111	20,757	22,163	22,503	267,810
UNLINKED AVERAGE WEEKDAY PASSENGER TRIPS	720	745	670	747	780	750	787	805	706	660	667	767	734
TRIPS PER REVENUE HOUR	1.2	1.3	1.3	1.3	1.4	1.4	1.5	1.5	1.7	1.4	1.4	1.5	1.4
PASSENGER MILES													
WEEKDAY TOTAL FOR THE MONTH	281,520	266,101	215,643	235,063	210,479	190,636	325,672	274,567	213,152	223,685	237,881	210,240	2,884,639
SATURDAY TOTAL FOR THE MONTH	50,779	51,374	58,910	45,131	46,764	54,281	66,007	57,288	64,386	50,481	72,851	45,854	664,106
SUNDAY TOTAL FOR THE MONTH	48,586	50,609	62,436	40,369	38,327	33,674	53,618	44,284	56,338	45,492	48,308	52,197	574,237
MONTHLY TOTAL	380,885	368,084	336,989	320,563	295,569	278,590	445,297	376,139	333,876	319,658	359,041	308,291	4,122,982
AVERAGE PASSENGER MILES PER PASSENGER TRIP	17.0	17.0	16.1	14.3	13.5	12.1	18.8	15.5	15.1	15.4	16.2	13.7	
# OF DAYS SCHEDULED OPERATED													
WEEKDAYS	23	21	20	22	20	21	22	22	20	22	22	20	255
SATURDAYS	4	4	5	4	4	5	4	4	5	4	5	4	52
SUNDAYS	4	4	5	4	4	4	4	4	5	4	4	5	51
MONTHLY TOTAL	31	29	30	30	28	30	30	30	30	30	31	29	358
TOTAL VEHICLE MILES PER DAY (WEEKDAY)	0	0	0	0	0	0	0	0	0	0	0	0	0
DATES NOT OPERATED DUE TO STRIKES	0	0	0	0	0	0	0	0	0	0	0	0	0
DATES NOT OPERATED DUE TO OFFICIALLY DECLARED EMERGENCIES	0	0	0	0	0	0	0	0	0	0	0	0	0
MECHANICAL SYSTEM FAILURES (ROAD CALLS)													
MAJOR SYSTEM FAILURES													
Engines	0	0	0	0	0	0	0	0	0	0	0	0	0
Transmissions	0	1	0	0	2	2	0	0	0	0	1	2	8
Brakes	0	0	0	0	0	0	0	0	0	0	1	0	1
Electrical System	1	0	1	0	0	0	0	0	1	0	0	0	3
Steering / Wheel & Tires	1	0	1	1	2	1	2	2	3	2	3	3	21
Doors	0	1	0	0	0	0	0	0	1	0	2	1	5
MONTHLY TOTAL	2	2	2	1	4	3	2	2	5	2	7	6	38
NON-MAJOR SYSTEMS FAILURES													
Fareboxes	0	0	0	0	0	0	0	0	0	0	0	0	0
Heating	0	0	0	0	0	0	1	0	0	0	0	0	1
Ventilation	0	0	0	0	0	0	0	3	0	0	0	0	3
Air Conditioning	6	1	1	1	0	1	0	0	4	3	5	4	26
Wheelchair Lifts	0	0	1	0	0	0	0	0	2	0	0	3	6
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	6	1	2	1	0	1	1	3	6	3	5	7	36
TOTAL SYSTEM FAILURES	8	3	4	2	4	4	3	5	11	5	12	13	74

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
FUEL CONSUMPTION (IN GALLONS)													
Diesel	0												0
Gasoline	16,425	21,067	23,899	24,001	22,156	27,972	23,568	27,756	28,236	24,212	22,235	22,797	284,324
TOTAL FUEL CONSUMPTION (IN GALLONS)	16,425	21,067	23,899	24,001	22,156	27,972	23,568	27,756	28,236	24,212	22,235	22,797	284,324

TWO WHEELS

NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012

DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
DESCRIPTION													
e.g. Private, for profit.	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	For Profit	For Profit	Private, For Profit	Private, For Profit	
CAPITAL FUNDING													
DID YOUR ENTITY USE FEDERAL OR STATE FUNDS TO PURCHASE CAPITAL ITEMS (USUALLY OVER \$1,000) TO BE USED IN CONJUNCTION WITH YOUR TRANSPORTATION SERVICE? YES OR NO	No	No	No	No	No	No	No	No	No	No	No	No	
OPERATING FUNDING													
TRANSPORTATION FARES, NOT INCLUDING TICKETS	7,239	7,101	7,542	7,800	7,758	7,764	7,260	7,647	6,972	4,856	2,424		74,363
AUXILIARY TRANSPORTATION FUNDING	0	0	0	0	0	0	0	0	0	0	0		0
OTHER (EXPLAIN)	0	0	0	0	0	0	0	0	0	0	0		0
FEDERAL FUNDING	0	0	0	0	0	0	0	0	0	0	0		0
STATE FUNDING	0	0	0	0	0	0	0	0	0	0	0		0
LOCAL FUNDING	73,040	72,738	76,426	76,928	75,229	79,764	75,379	80,006	75,517	74,792	28,384	0	788,203
SOURCE: PALMTRAN, INCLUDING TICKETS													0
SOURCE:													0
TOTAL REVENUES	80,279	79,839	83,968	84,728	82,987	87,528	82,639	87,653	82,489	79,648	30,808	0	862,566
EXPENDITURES MUST EQUAL REVENUES													
FARE REVENUE PER PASSENGER TRIP	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$1	\$2	\$0	\$2
TRANSIT EXPENSES													
VEHICLE OPERATIONS	71,445	70,338	72,118	73,152	72,079	77,545	71,227	77,756	72,294	70,515	27,346		755,815
VEHICLE MAINTENANCE	3,116	2,963	3,361	3,494	3,561	3,626	3,485	3,245	4,506	3,699	1,423		36,479
NON-VEHICLE MAINTENANCE	3,946	3,896	4,106	4,251	4,511	4,442	4,255	4,211	3,991	3,115	1,042		41,766
GENERAL ADMINISTRATION	1,772	2,642	4,383	3,831	2,836	1,915	3,672	2,441	1,698	2,319	997		28,506
TOTAL EXPENSES	80,279	79,839	83,968	84,728	82,987	87,528	82,639	87,653	82,489	79,648	30,808	0	862,566
EXPENDITURES MUST EQUAL REVENUES													
EXPENSE PER PASSENGER TRIP	\$20	\$19	\$19	\$19	\$19	\$20	\$20	\$20	\$21	\$20	\$22	\$0	\$20
REVENUE VEHICLE MAINTENANCE & ENERGY													
NUMBER OF MAINTENANCE FACILITIES:	1	1	1	1	1	1	1	1	1	1	1		
OWNED OR LEASED?:	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned		
TRANSIT SAFETY AND SECURITY													
SEE MANUAL: NOTE THE \$7,500 MINIMUM PER NTD.													
NUMBER OF ACCIDENTS OR INCIDENTS	0	0	0	0	0	0	0	0	0	0	0		0
NON-ARSON FIRES	0	0	0	0	0	0	0	0	0	0	0		0
SECURITY ITEMS: VIOLENT OR PROPERTY CRIMES.	0	0	0	0	0	0	0	0	0	0	0		0
TRANSIT PROPERTY DAMAGE (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		0
NUMBER OF (FULL TIME EQUIVALENT) SECURITY PERSONNEL	1	1	1	1	1	1	1	1	1	1	1		11
TRANSIT AGENCY SERVICE													
# OF VEHICLES OPERATED IN MAXIMUM SERVICE	10	10	10	10	10	10	10	10	10	10	10		
# OF VEHICLES AVAILABLE FOR MAXIMUM SERVICE	15	15	15	15	15	15	15	15	15	15	15		
AVERAGE MILES PER VEHICLE OPERATED IN MAX SERVICE	3,858	3,821	3,876	3,966	3,898	4,013	3,752	3,974	3,684	3,629	1,359	0	

TWO WHEELS

NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
TIME SERVICE BEGINS:(IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	6:45	6:45	6:45	6:45	6:30	6:30	6:30	6:30	6:30	6:30	6:30		
AVERAGE TYPICAL SATURDAY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
AVERAGE TYPICAL SUNDAY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TIME SERVICE ENDS: (IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	17:15	17:15	17:30	17:15	17:15	17:15	17:30	17:30	17:30	17:30	17:30		
AVERAGE TYPICAL SATURDAY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
AVERAGE TYPICAL SUNDAY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
# OF VEHICLES IN OPERATION													
AVERAGE TYPICAL WEEKDAY	10	10	10	10	10	10	10	10	10	10	10		
AVERAGE TYPICAL SATURDAY	0	0	0	0	0	0	0	0	0	0	0	0	
AVERAGE TYPICAL SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	
DO YOU HAVE ANY PEAK SERVICE? YES OR NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
AVERAGE TRIPS PER VEHICLE (WEEKDAYS)	19.1	19.7	20.7	21.0	20.3	20.3	19.7	20.1	18.8	18.9	17.1	0.0	
ACTUAL VEHICLE MILES (REVENUE & DEADHEAD):													
WEEKDAY TOTAL FOR THE MONTH (A)	38,579	38,205	38,762	39,659	38,984	40,125	37,521	39,743	36,839	36,290	13,587		398,294
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
SUNDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	38,579	38,205	38,762	39,659	38,984	40,125	37,521	39,743	36,839	36,290	13,587	0	398,294
AVERAGE HOURS PER VEHICLE OP IN MAX SERVICE	233	232	244	246	237	247	234	248	234	232	88	0	2,474
ACTUAL VEHICLE HOURS (REVENUE & DEADHEAD)													
WEEKDAY TOTAL FOR THE MONTH (B)	2,332	2,322	2,440	2,456	2,366	2,472	2,336	2,479	2,340	2,318	880	0	24,738
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
SUNDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	2,332	2,322	2,440	2,456	2,366	2,472	2,336	2,479	2,340	2,318	880	0	24,738
AVERAGE DEADHEAD MILES PER DEADHEAD HOUR	16.5	16.5	15.9	16.2	16.5	16.2	16.1	16.0	15.7	15.7	15.4	#DIV/0!	16.1
ACTUAL VEHICLE REVENUE MILES													
WEEKDAY TOTAL FOR THE MONTH (C)	34,073	33,922	34,450	35,491	34,771	35,616	32,895	35,596	32,807	32,144	11,631		353,396
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
SUNDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	34,073	33,922	34,450	35,491	34,771	35,616	32,895	35,596	32,807	32,144	11,631	0	353,396
RATIO OF REVENUE MILES TO TOTAL MILES	88%	89%	89%	89%	89%	89%	88%	90%	89%	89%	86%	0%	89%
ACTUAL VEHICLE REVENUE HOURS													
WEEKDAY TOTAL FOR THE MONTH (D)	2,179	2,170	2,280	2,295	2,211	2,310	2,183	2,317	2,187	2,166	822		23,120
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
SUNDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	2,179	2,170	2,280	2,295	2,211	2,310	2,183	2,317	2,187	2,166	822	0	23,120
AVERAGE REVENUE MILES PER REVENUE HOUR	15.6	15.6	15.1	15.5	15.7	15.4	15.1	15.4	15.0	14.8	14.1	0.0	15
RATIO OF REVENUE MILES TO TOTAL HOURS	93%	93%	93%	93%	93%	93%	93%	93%	93%	93%	93%	0%	93%
CHARTER SERVICE HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0
SCHOOL BUS HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0

TWO WHEELS

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
UNLINKED PSGR TRIPS (PASSENGERS BOARDED)													
WEEKDAY TOTAL FOR THE MONTH (E)	4,012	4,138	4,341	4,404	4,266	4,463	4,141	4,425	3,949	3,962	1,371		43,472
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0		0
SUNDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	4,012	4,138	4,341	4,404	4,266	4,463	4,141	4,425	3,949	3,962	1,371	0	43,472
UNLINKED AVERAGE WEEKDAY PASSENGER TRIPS	191	197	207	210	203	203	197	201	188	189	171	0	198
TRIPS PER REVENUE HOUR	1.8	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.8	1.8	1.7	0.0	1.9
PASSENGER MILES													
WEEKDAY TOTAL FOR THE MONTH	48,946	40,552	59,038	40,957	50,339	57,126	50,934	44,693	39,095	55,468	15,492	0	502,641
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
SUNDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	48,946	40,552	59,038	40,957	50,339	57,126	50,934	44,693	39,095	55,468	15,492	0	502,641
AVERAGE PASSENGER MILES PER PASSENGER TRIP	12.2	9.8	13.6	9.3	11.8	12.8	12.3	10.1	9.9	14.0	11.3		
# OF DAYS SCHEDULED OPERATED													
WEEKDAYS	21	21	21	21	21	22	21	22	21	21	8		220
SATURDAYS	0	0	0	0	0	0	0	0	0	0	0		0
SUNDAYS	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	21	21	21	21	21	22	21	22	21	21	8	0	220
TOTAL VEHICLE MILES PER DAY (WEEKDAY)	1,837	1,819	1,846	1,889	1,856	1,824	1,787	1,807	1,754	1,728	1,698	0	1,810
DATES NOT OPERATED DUE TO STRIKES	0	0	0	0	0	0	0	0	0	0	0		0
DATES NOT OPERATED DUE TO OFFICIALLY DECLARED EMERGENCIES	0	0	0	0	0	0	0	0	0	0	0		0
MECHANICAL SYSTEM FAILURES (ROAD CALLS)													
MAJOR SYSTEM FAILURES													
Engines	0	0	0	0	0	0	0	0	0	0	0		0
Transmissions	0	0	0	0	0	0	0	1	0	0	0		1
Brakes	0	0	1	0	0	0	0	0	0	0	0		1
Electrical System	0	0	0	0	1	0	0	0	0	2	0		3
Steering / Wheel & Tires	0	1	0	0	0	2	0	0	0	0	0		3
Doors	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	0	1	1	0	1	2	0	1	0	2	0	0	8
NON-MAJOR SYSTEMS FAILURES													
Fareboxes	0	0	0	0	0	0	0	0	0	0	0		0
Heating	0	0	0	0	0	0	0	0	0	0	0		0
Ventilation	0	0	0	0	0	0	0	0	0	0	0		0
Air Conditioning	1	0	0	0	1	0	0	0	1	1	0		4
Wheelchair Lifts	0	0	0	0	0	0	0	1	1	0	0		2
Other	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	1	0	0	0	1	0	0	1	2	1	0	0	6
TOTAL SYSTEM FAILURES	1	1	1	0	2	2	0	2	2	3	0	0	14
FUEL CONSUMPTION (IN GALLONS)													

TWO WHEELS

NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
Diesel	0	0	0	0	0	0	0						0
Gasoline	4,358	4,340	4,560	4,590	4,422	4,620	4,366	4,634	4,374	4,332	1,644		46240
TOTAL FUEL CONSUMPTION (IN GALLONS)	4,358	4,340	4,560	4,590	4,422	4,620	4,366	4,634	4,374	4,332	1644	0	46240

MV													
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG													
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012													
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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
DESCRIPTION													
e.g. Private, for profit.	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	
CAPITAL FUNDING													
DID YOUR ENTITY USE FEDERAL OR STATE FUNDS TO PURCHASE CAPITAL ITEMS (USUALLY OVER \$1,000) TO BE USED IN CONJUNCTION WITH YOUR TRANSPORTATION SERVICE? YES OR NO	No	No	No	No	No	No	No	No	No	No	No	No	
OPERATING FUNDING													
TRANSPORTATION FARES, NOT INCLUDING TICKETS	93,164	89,578	85,455	90,459	93,252	92,658	92,451	96,682	81,666	76,594	26,697		918,656
AUXILIARY TRANSPORTATION FUNDING													0
OTHER (EXPLAIN)													0
FEDERAL FUNDING													0
STATE FUNDING													0
LOCAL FUNDING	780,018	750,176	730,634	763,868	776,472	802,296	785,880	910,791	741,303	712,793	248,731	0	8,002,962
SOURCE: PALMTRAN, INCLUDING TICKETS													0
TOTAL REVENUES	873,182	839,754	816,089	854,327	869,724	894,954	878,331	1,007,473	822,969	789,387	275,428	0	8,921,618
EXPENDITURES MUST EQUAL REVENUES													
FARE REVENUE PER PASSENGER TRIP	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$0	\$3
TRANSIT EXPENSES													
VEHICLE OPERATIONS	664,726	624,507	598,523	626,821	683,880	660,013	663,903	792,724	652,670	579,480	74,862		6,622,109
VEHICLE MAINTENANCE	97,008	89,728	96,277	105,539	69,599	104,054	97,206	88,570	59,865	82,833	45,120		935,799
NON-VEHICLE MAINTENANCE	282	212	1,346	279	233	441	536	0	47	32	226		3,634
GENERAL ADMINISTRATION	111,166	125,307	119,943	121,688	116,012	130,446	116,686	126,179	110,387	127,042	155,220		1,360,076
TOTAL EXPENSES	873,182	839,754	816,089	854,327	869,724	894,954	878,331	1,007,473	822,969	789,387	275,428	0	8,921,618
EXPENDITURES MUST EQUAL REVENUES													
EXPENSE PER PASSENGER TRIP	\$25	\$25	\$26	\$26	\$25	\$26	\$26	\$28	\$27	\$27	\$27	\$0	\$26
REVENUE VEHICLE MAINTENANCE & ENERGY													
NUMBER OF MAINTENANCE FACILITIES:	1	1	1	1	1	1	1	1	1	1	1		
OWNED OR LEASED?:	Leased	Leased	Leased	Leased	Leased	Leased	Leased	Leased	Leased	Leased	Leased		
TRANSIT SAFETY AND SECURITY													
SEE MANUAL: NOTE THE \$7,500 MINIMUM PER NTD.													
NUMBER OF ACCIDENTS OR INCIDENTS	0	0	0	0	0	0	0	0	0	0	0		0
NON-ARSON FIRES	0	0	0	0	0	0	0	0	0	0	0		0
SECURITY ITEMS: VIOLENT OR PROPERTY CRIMES.	0	0	0	0	0	0	0	0	0	0	0		0
TRANSIT PROPERTY DAMAGE (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		0
NUMBER OF (FULL TIME EQUIVALENT) SECURITY													0

[illegible]

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
TRANSIT AGENCY SERVICE													
# OF VEHICLES OPERATED IN MAXIMUM SERVICE	74	73	73	74	74	73	73	74	73	70	64		
# OF VEHICLES AVAILABLE FOR MAXIMUM SERVICE	92	92	92	92	92	92	92	92	92	92	92		
AVERAGE MILES PER VEHICLE OPERATED IN MAX SERVICE	5,105	4,938	4,728	4,898	5,003	5,120	5,027	5,191	4,745	4,685	1,777	0	
TIME SERVICE BEGINS:(IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00		
AVERAGE TYPICAL SATURDAY	0:00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
AVERAGE TYPICAL SUNDAY	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00		
TIME SERVICE ENDS: (IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00	23:00		
AVERAGE TYPICAL SATURDAY	0:00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
AVERAGE TYPICAL SUNDAY	19:00	19:00	19:00	19:00	19:00	19:00	19:00	19:00	19:00	19:00	19:00		
# OF VEHICLES IN OPERATION													
AVERAGE TYPICAL WEEKDAY	73	73	68	72	73	72	73	73	71	66	59		
AVERAGE TYPICAL SATURDAY	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
AVERAGE TYPICAL SUNDAY	45	45	44	42	42	44	45	44	44	45	44		
DO YOU HAVE ANY PEAK SERVICE? YES OR NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
AVERAGE TRIPS PER VEHICLE (WEEKDAYS)	20.5	19.9	20.8	20.5	20.8	20.0	20.6	20.7	18.8	18.6	18.8	0.0	
ACTUAL VEHICLE MILES (REVENUE & DEADHEAD):													
WEEKDAY TOTAL FOR THE MONTH (A)	338,718	328,801	321,382	331,864	338,876	340,771	334,555	350,687	313,710	287,561	96,862		3,383,787
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0		0
SUNDAY TOTAL FOR THE MONTH	39,028	31,673	23,742	30,596	31,359	33,014	32,437	33,474	32,685	40,414	16,871		345,293
MONTHLY TOTAL.	377,746	360,474	345,124	362,460	370,235	373,785	366,992	384,161	346,395	327,975	113,733	0	3,729,080
AVG HOURS PER VEHICLE OPER IN MAX SERVICE	274	267	260	268	268	277	271	310	256	257	98	0	
ACTUAL VEHICLE HOURS (REVENUE & DEADHEAD)													
WEEKDAY TOTAL FOR THE MONTH (B)	18,163	17,807	17,723	18,226	18,239	18,535	18,105	21,061	17,007	15,828	5,437	0	186,131
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
SUNDAY TOTAL FOR THE MONTH	2,078	1,660	1,236	1,596	1,613	1,679	1,695	1,887	1,670	2,131	829	0	18,073
MONTHLY TOTAL	20,241	19,467	18,960	19,822	19,852	20,214	19,800	22,947	18,677	17,959	6,267	0	204,204
AVERAGE DEADHEAD MILES PER DEADHEAD HOUR	18.7	18.5	18.2	18.3	18.7	18.5	18.5	16.7	18.5	18.3	18.1	#DIV/0!	18.3
ACTUAL VEHICLE REVENUE MILES													
WEEKDAY TOTAL FOR THE MONTH (C)	294,374	285,425	278,978	287,463	295,237	294,680	291,105	306,607	271,622	247,886	83,689		2,937,066
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0		0
SUNDAY TOTAL FOR THE MONTH	32,321	26,496	19,941	25,835	26,386	27,557	27,350	28,321	27,543	34,094	14,237		290,081
MONTHLY TOTAL	326,695	311,921	298,919	313,298	321,623	322,237	318,455	334,928	299,165	281,980	97,926	0	3,227,147
RATIO OF REVENUE MILES TO TOTAL MILES	86%	87%	87%	86%	87%	86%	87%	87%	86%	86%	86%	0%	87%

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
ACTUAL VEHICLE REVENUE HOURS													
WEEKDAY TOTAL FOR THE MONTH (D)	16,512	16,188	16,112	16,569	16,581	16,850	16,459	19,146	15,461	14,389	4,943		169,210
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0		0
SUNDAY TOTAL FOR THE MONTH	1,889	1,509	1,124	1,451	1,466	1,526	1,541	1,715	1,518	1,937	754		16,430
MONTHLY TOTAL	18,401	17,697	17,236	18,020	18,047	18,376	18,000	20,861	16,979	16,326	5,697	0	185,640
AVERAGE REVENUE MILES PER REVENUE HOUR	17.8	17.6	17.3	17.4	17.8	17.5	17.7	16.1	17.6	17.3	17.2	0.0	17
RATIO OF REVENUE HOURS TO TOTAL HOURS	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	0%	91%
CHARTER SERVICE HOURS	0	0	0	0	0	0	0	0	0	0	0		0
SCHOOL BUS HOURS	0	0	0	0	0	0	0	0	0	0	0		0
UNLINKED PSGR TRIPS (PASSENGERS BOARDED)													
WEEKDAY TOTAL FOR THE MONTH (E)	31,378	30,459	29,640	31,068	31,838	31,630	31,622	33,183	27,960	25,725	8,874		313,377
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0		0
SUNDAY TOTAL FOR THE MONTH	3,005	2,498	1,929	2,422	2,472	2,562	2,543	2,661	2,608	3,163	1,290		27,153
MONTHLY TOTAL	34,383	32,957	31,569	33,490	34,310	34,192	34,165	35,844	30,568	28,888	10,164	0	340,530
UNLINKED AVERAGE WEEKDAY PASSENGER TRIPS PER REVENUE HOUR	1,494	1,450	1,411	1,479	1,516	1,438	1,506	1,508	1,331	1,225	1,109	0	1,424
	1.9	1.9	1.8	1.9	1.9	1.9	1.9	1.7	1.8	1.8	1.8	0.0	1.8
PASSENGER MILES													
WEEKDAY TOTAL FOR THE MONTH	382,812	298,498	403,104	288,932	375,688	404,864	388,951	335,148	276,804	360,150	100,276	0	3,615,228
SATURDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
SUNDAY TOTAL FOR THE MONTH	36,661	24,480	26,234	22,525	29,170	32,794	31,279	26,876	25,819	44,282	14,577	0	314,697
MONTHLY TOTAL	419,473	322,979	429,338	311,457	404,858	437,658	420,230	362,024	302,623	404,432	114,853	0	3,929,925
AVERAGE PASSENGER MILES PER PASSENGER TRIP	12.2	9.8	13.6	9.3	11.8	12.8	12.3	10.1	9.9	14.0	11.3		
# OF DAYS SCHEDULED OPERATED													
WEEKDAYS	21	21	21	21	21	22	21	22	21	21	8		220
SATURDAYS	0	0	0	0	0	0	0	0	0	0	0		0
SUNDAYS	5	4	3	4	4	4	4	4	4	5	2		43
MONTHLY TOTAL	26	25	24	25	25	26	25	26	25	26	10	0	263
TOTAL VEHICLE MILES PER DAY (WEEKDAY)	16,129	15,657	15,304	15,803	16,137	15,490	15,931	15,940	14,939	13,693	12,108	0	15,381
DATES NOT OPERATED DUE TO STRIKES	0	0	0	0	0	0	0	0	0	0	0		0
DATES NOT OPERATED DUE TO OFFICIALLY DECLARED EMERGENCIES	0	0	0	0	0	0	0	0	0	0	0		0
MECHANICAL SYSTEM FAILURES (ROAD CALLS)													
MAJOR SYSTEM FAILURES													
Engines	5	4	6	5	6	5	5	3	1	14	3		57
Transmissions	2	4	3	4	2	1	5	2	2	3	0		28
Brakes	0	0	1	0	0	1	2	3	0	0	0		7

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
Electrical System	11	7	3	7	3	10	12	13	5	9	1		81
Steering / Wheel & Tires	4	3	10	6	5	4	3	2	1	7	3		48
Doors	0	0	0	0	1	0	0	1	0	0	0		2
MONTHLY TOTAL	22	18	23	22	17	21	27	24	9	33	7	0	223
NON-MAJOR SYSTEMS FAILURES													
Fareboxes	0	0	0	0	0	0	0	0	0	0	0		0
Heating	0	0	0	0	0	0	0	0	0	0	0		0
Ventilation	5	1	1	6	2	0	2	3	3	0	0		23
Air Conditioning	1	1	1	1	1	2	0	3	11	11	1		33
Wheelchair Lifts	2	2	2	1	4	3	2	3	3	5	1		28
Other	4	1	0	1	0	1	2	0	1	2	2		14
MONTHLY TOTAL	12	5	4	9	7	6	6	9	18	18	4	0	98
TOTAL SYSTEM FAILURES	34	23	27	31	24	27	33	33	27	51	11	0	321
FUEL CONSUMPTION (IN GALLONS)													
Diesel	1028	1333	1357	1076	853	634	803	1272	910	776	272		10313.6
Gasoline	45,932	43,272	40,814	42,420	44,508	46,450	45,228	47,652	44,782	43,294	15,153		459,505
TOTAL FUEL CONSUMPTION (IN GALLONS)	46,960	44,605	42,171	43,496	45,361	47,084	46,031	48,924	45,692	44,070	15,425	0	469,819

MMMG
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
DESCRIPTION													
e.g. Private, for profit.	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	Private, For Profit	
CAPITAL FUNDING													
DID YOUR ENTITY USE FEDERAL OR STATE FUNDS TO PURCHASE CAPITAL ITEMS (USUALLY OVER \$1,000) TO BE USED IN CONJUNCTION WITH YOUR TRANSPORTATION SERVICE? YES OR NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	
OPERATING FUNDING													
TRANSPORTATION FARES, NOT INCLUDING TICKETS	88,110	84,471	86,199	85,245	88,248	93,513	90,249	93,396	87,009	61,278	37,254		894,972
AUXILIARY TRANSPORTATION FUNDING	0	0	0	0	0	0	0	0	0	0	0		0
OTHER (EXPLAIN)	0	0	0	0	0	0	0	0	0	0	0		0
FEDERAL FUNDING	0	0	0	0	0	0	0	0	0	0	0		0
STATE FUNDING	0	0	0	0	0	0	0	0	0	0	0		0
LOCAL FUNDING	820,299	775,263	801,587	791,583	815,633	889,424	849,337	876,816	835,760	847,034	359,164	0	8,661,900
SOURCE: PALMTRAN, INCLUDING TICKETS													0
SOURCE:													0
TOTAL REVENUES	908,409	859,734	887,786	876,828	903,881	982,937	939,586	970,212	922,769	908,312	396,418	0	9,556,872
EXPENDITURES MUST EQUAL REVENUES													
FARE REVENUE PER PASSENGER TRIP	\$3	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$3	\$0	\$2
TRANSIT EXPENSES													
VEHICLE OPERATIONS	735,544	685,626	707,879	696,847	721,098	797,186	756,634	784,165	743,247	723,002	357,946		7,709,174
VEHICLE MAINTENANCE	75,269	76,257	78,259	78,133	79,567	81,493	80,369	81,870	79,498	80,956	12,864		804,535
NON-VEHICLE MAINTENANCE	40,584	41,098	42,987	43,059	43,980	44,257	42,782	43,569	43,026	44,097	7,008		436,447
GENERAL ADMINISTRATION	57,012	56,753	58,661	58,789	59,236	60,001	59,801	60,608	56,998	60,257	18,600		606,716
TOTAL EXPENSES	908,409	859,734	887,786	876,828	903,881	982,937	939,586	970,212	922,769	908,312	396,418	0	9,556,872
EXPENDITURES MUST EQUAL REVENUES													
EXPENSE PER PASSENGER TRIP	\$26	\$25	\$26	\$26	\$25	\$26	\$26	\$26	\$26	\$26	\$27	\$0	\$26
REVENUE VEHICLE MAINTENANCE & ENERGY													
NUMBER OF MAINTENANCE FACILITIES:	1	1	1	1	1	1	1	1	1	1	1		
OWNED OR LEASED?:	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned	Owned		

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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
TRANSIT SAFETY AND SECURITY													
SEE MANUAL: NOTE THE \$7,500 MINIMUM PER NTD.													
NUMBER OF ACCIDENTS OR INCIDENTS	0	0	0	0	0	0	0	0	0	0	0	0	0
NON-ARSON FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0
SECURITY ITEMS: VIOLENT OR PROPERTY CRIMES.	0	0	0	0	0	0	0	0	0	0	0	0	0
TRANSIT PROPERTY DAMAGE (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
NUMBER OF (FULL TIME EQUIVALENT) SECURITY PERSONNEL	0	0	0	0	0	0	0	0	0	0	0	0	0
TRANSIT AGENCY SERVICE													
# OF VEHICLES OPERATED IN MAXIMUM SERVICE	78	79	78	78	79	81	81	81	81	90	91		
# OF VEHICLES AVAILABLE FOR MAXIMUM SERVICE	92	92	92	92	92	92	92	96	98	98	98		
AVERAGE MILES PER VEHICLE OPERATED IN MAX SERVICE	5,437	5,125	5,340	5,203	5,338	5,520	5,360	5,544	5,231	4,707	1,942	0	
TIME SERVICE BEGINS: (IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30		
AVERAGE TYPICAL SATURDAY	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00		
AVERAGE TYPICAL SUNDAY	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00		
TIME SERVICE ENDS: (IN MILITARY TIME, INC. DEADHEAD)													
AVERAGE TYPICAL WEEKDAY	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00		
AVERAGE TYPICAL SATURDAY	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00	22:00		
AVERAGE TYPICAL SUNDAY	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00		
# OF VEHICLES IN OPERATION													
AVERAGE TYPICAL WEEKDAY	78	78	72	77	78	78	80	81	79	84	90		
AVERAGE TYPICAL SATURDAY	75	76	76	76	76	76	76	76	76	76	76		
AVERAGE TYPICAL SUNDAY	0	0	0	0	0	0	0	0	0	0	0		
DO YOU HAVE ANY PEAK SERVICE? YES OR NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
AVERAGE TRIPS PER VEHICLE (WEEKDAYS)	17.6	17.9	19.1	18.3	18.8	18.5	19.0	18.5	17.6	17.1	17.4	0.0	
ACTUAL VEHICLE MILES (REVENUE & DEADHEAD):													
WEEKDAY TOTAL FOR THE MONTH (A)	352,662	347,248	342,871	346,909	361,010	371,274	373,220	388,096	349,732	363,714	147,571		3,744,307
SATURDAY TOTAL FOR THE MONTH (A)	71,443	57,598	73,621	58,920	60,657	75,864	60,904	60,978	73,946	59,879	29,181		682,991
SUNDAY TOTAL FOR THE MONTH (A)	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	424,105	404,846	416,492	405,829	421,667	447,138	434,124	449,074	423,678	423,593	176,752	0	4,427,298
AVERAGE HOURS PER VEHICLE OP IN MAX SERVICE	295	275	288	285	285	299	285	295	281	256	107	0	
ACTUAL VEHICLE HOURS (REVENUE & DEADHEAD)													
WEEKDAY TOTAL FOR THE MONTH (B)	18,996	18,533	18,401	18,924	19,237	20,074	19,848	20,545	18,706	19,814	8,139	0	201,216
SATURDAY TOTAL FOR THE MONTH (B)	4,005	3,205	4,076	3,271	3,295	4,137	3,271	3,323	4,045	3,243	1,638	0	37,509
SUNDAY TOTAL FOR THE MONTH (B)	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	23,001	21,738	22,476	22,196	22,531	24,211	23,120	23,868	22,750	23,057	9,777	0	238,725
AVERAGE DEADHEAD MILES PER DEADHEAD HOUR	18.4	18.6	18.5	18.3	18.7	18.5	18.8	18.8	18.6	18.4	18.1	#DIV/0!	18.5
ACTUAL VEHICLE REVENUE MILES													
WEEKDAY TOTAL FOR THE MONTH (C)	308,689	303,935	301,788	307,316	320,859	329,933	330,926	342,686	306,153	319,213	129,409		3,300,907
SATURDAY TOTAL FOR THE MONTH (C)	60,913	49,320	63,541	50,859	52,707	65,797	52,359	53,902	64,173	52,136	24,833		590,540
SUNDAY TOTAL FOR THE MONTH (C)	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	369,602	353,255	365,329	358,175	373,566	395,730	383,285	396,588	370,326	371,349	154,242	0	3,891,447
RATIO OF REVENUE MILES TO TOTAL MILES	87%	87%	88%	88%	89%	89%	88%	88%	87%	88%	87%	0%	88%
ACTUAL VEHICLE REVENUE HOURS													
WEEKDAY TOTAL FOR THE MONTH (D)	17,269	16,848	16,728	17,204	17,488	18,249	18,044	18,677	17,005	18,013	7,399		182,924
SATURDAY TOTAL FOR THE MONTH (D)	3,641	2,914	3,705	2,974	2,995	3,761	2,974	3,021	3,677	2,948	1,489		34,099
SUNDAY TOTAL FOR THE MONTH (D)	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	20,910	19,762	20,433	20,178	20,483	22,010	21,018	21,698	20,682	20,961	8,888	0	217,023
AVERAGE REVENUE MILES PER REVENUE HOUR	17.7	17.9	17.9	17.8	18.2	18.0	18.2	18.3	17.9	17.7	17.4	0.0	18
RATIO OF REVENUE HOURS TO TOTAL HOURS	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	0%	91%

MMMG
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	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
CHARTER SERVICE HOURS	0	0	0	0	0	0	0	0	0	0	0		0
SCHOOL BUS HOURS	0	0	0	0	0	0	0	0	0	0	0		0
UNLINKED PSGR TRIPS (PASSENGERS BOARDED)													
WEEKDAY TOTAL FOR THE MONTH (E)	28,843	29,362	28,917	29,580	30,809	31,675	31,847	32,992	29,123	30,241	12,513		315,902
SATURDAY TOTAL FOR THE MONTH (E)	5,466	4,473	5,696	4,560	4,661	5,909	4,531	4,769	5,772	4,594	2,292		52,723
SUNDAY TOTAL FOR THE MONTH (E)	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	34,309	33,835	34,613	34,140	35,470	37,584	36,378	37,761	34,895	34,835	14,805	0	368,625
UNLINKED AVERAGE WEEKDAY PASSENGER TRIPS	1,373	1,398	1,377	1,409	1,467	1,440	1,517	1,500	1,387	1,440	1,564	0	1,436
TRIPS PER REVENUE HOUR	1.6	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	0.0	1.7
PASSENGER MILES													
WEEKDAY TOTAL FOR THE MONTH	351,885	287,748	393,271	275,094	363,546	405,440	391,718	333,219	288,318	423,374	141,397	0	3,655,010
SATURDAY TOTAL FOR THE MONTH	66,685	43,835	77,466	42,408	55,000	75,635	55,731	48,167	57,143	64,316	25,900	0	612,286
SUNDAY TOTAL FOR THE MONTH	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTAL	418,570	331,583	470,737	317,502	418,546	481,075	447,449	381,386	345,461	487,690	167,297	0	4,267,295
AVG PASSENGER MILES PER PASSENGER TRIP	12.2	9.8	13.6	9.3	11.8	12.8	12.3	10.1	9.9	14.0	11.3		
# OF DAYS SCHEDULED OPERATED													
WEEKDAYS	21	21	21	21	21	22	21	22	21	21	8		220
SATURDAYS	5	4	5	4	4	5	4	4	5	4	2		46
SUNDAYS	0	0	0	0	0	0	0	0	0	0	0		0
MONTHLY TOTAL	26	25	26	25	25	27	25	26	26	25	10	0	266
TOTAL VEHICLE MILES PER DAY (WEEKDAY)	16,793	16,536	16,327	16,519	17,191	16,876	17,772	17,641	16,654	17,320	18,446	0	17,020
DATES NOT OPERATED DUE TO STRIKES	0	0	0	0	0	0	0	0	0	0	2		2
DATES NOT OPERATED DUE TO OFFICIALLY DECLARED EMERGENCIES	0	0	0	0	0	0	0	0	0	0	0		0
MECHANICAL SYSTEM FAILURES (ROAD CALLS)													
MAJOR SYSTEM FAILURES													
Engines	0	0	2	0	1	0	0	0	0	0	0		3
Transmissions	1	1	2	2	2	0	0	0	1	1	2		12
Brakes	2	0	1	0	1	1	0	2	3	5	2		17
Electrical System	3	1	2	2	0	0	1	1	1	1	1		13
Steering / Wheel & Tires	1	1	1	2	1	1	2	1	2	2	1		15
Doors	2	2	2	2	1	0	0	2	0	2	1		14
MONTHLY TOTAL	9	5	10	8	6	2	3	6	7	11	7	0	74
NON-MAJOR SYSTEMS FAILURES													
Fareboxes	0	0	0	0	0	0	0	0	0	0	0		0
Heating	0	0	0	0	0	0	0	0	0	0	0		0
Ventilation	0	0	0	0	0	0	0	0	0	0	0		0
Air Conditioning	9	3	2	5	7	2	3	11	13	17	10		82
Wheelchair Lifts	3	4	7	9	8	2	9	8	8	9	4		71
Other	0	0	0										0
MONTHLY TOTAL	12	7	9	14	15	4	12	19	21	26	14	0	153
TOTAL SYSTEM FAILURES	21	12	19	22	21	6	15	25	28	37	21	0	227
FUEL CONSUME (IN GALLONS)													
Diesel	0	0											0
Gasoline	41,820	39,524	40,866	40,356	40,966	44,020	42,036	43,396	41,364	41,922	17,776		434046
TOTAL FUEL CONSUME (IN GALLONS)	41,820	39,524	40,866	40,356	40,966	44,020	42,036	43,396	41,364	41,922	17776	0	434046

ATTACHMENT 7 - CONNECTION'S MONTHLY OPERATING REPORTS -
JANUARY 2012 THROUGH JANUARY 2014

These documents may be viewed at: http://www.pbcgov.com/purchasing/bus_op/IFB_RFP/

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ATTACHMENT 8 - PALM TRAN CONNECTION PROJECTED RIDERSHIP,
HOURS OF OPERATION AND FLEET SIZE

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Attachment 8 - Service Demand, Estimated Hours, Routes, and Vehicle Needs

Package "A" - 40% North County*

Contract Year	Estimated Annual Trips	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday	Weekday Routes	Saturday Routes	Sunday Routes	6 and 2 Vehicles	12 and 2 Vehicles	Minivans	Supervisor Minivans	Total Vehicles	Spare Ratio	Propane Equipped Vehicles
1	356,814	233,212	192,400	40,812	0	776	704	0	71	64	0	68	9	6	4	87	16%	25
2	360,382	235,544	194,324	41,220	0	784	711	0	71	65	0	68	9	6	4	87	15%	45
3	363,986	237,899	196,267	41,632	0	791	718	0	72	65	0	69	9	6	4	88	15%	65
4	371,266	242,657	200,192	42,465	0	807	732	0	73	67	0	70	9	6	4	89	14%	72
5	378,691	247,510	204,196	43,314	0	823	747	0	75	68	0	72	9	6	4	91	15%	79
6	386,265	252,461	208,280	44,181	0	840	762	0	76	69	0	74	9	6	4	93	15%	81
7	393,990	257,510	212,446	45,064	0	857	777	0	78	71	0	75	9	6	4	94	14%	84

Package "B" - 40% South County

Contract Year	Estimated Annual Trips	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday	Weekday Routes	Saturday Routes	Sunday Routes	6 and 2 Vehicles	12 and 2 Vehicles	Minivans	Supervisor Minivans	Total Vehicles	Spare Ratio	Propane Equipped Vehicles
1	356,814	233,212	204,060	0	29,151	823	0	561	75	0	51	72	9	6	4	91	15%	25
2	360,382	235,544	206,101	0	29,443	831	0	566	76	0	51	73	9	6	4	92	15%	45
3	363,986	237,899	208,162	0	29,737	839	0	572	76	0	52	74	9	6	4	93	15%	65
4	371,266	242,657	212,325	0	30,332	856	0	583	78	0	53	76	9	6	4	95	16%	72
5	378,691	247,510	216,572	0	30,939	873	0	595	79	0	54	77	9	6	4	96	15%	86
6	386,265	252,461	220,903	0	31,558	891	0	607	81	0	55	79	9	6	4	98	15%	88
7	393,990	257,510	225,321	0	32,189	909	0	619	83	0	56	81	9	6	4	100	15%	90

Package "C" - 20% South County

Contract Year	Estimated Annual Trips	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday	Weekday Routes	Saturday Routes	Sunday Routes	6 and 2 Vehicles	12 and 2 Vehicles	Minivans	Supervisor Minivans	Total Vehicles	Spare Ratio	Propane Equipped Vehicles
1	178,407	116,606	116,606	0	0	470	0	0	43	0	0	33	0	18	2	53	17%	0
2	180,191	117,772	117,772	0	0	475	0	0	43	0	0	33	0	18	2	53	16%	0
3	181,993	118,950	118,950	0	0	480	0	0	44	0	0	33	0	18	2	53	15%	0
4	185,633	121,329	121,329	0	0	489	0	0	44	0	0	34	0	18	2	54	15%	26
5	189,345	123,755	123,755	0	0	499	0	0	45	0	0	35	0	18	2	55	15%	35
6	193,132	126,230	126,230	0	0	509	0	0	46	0	0	36	0	18	2	56	15%	36
7	196,995	128,755	128,755	0	0	519	0	0	47	0	0	37	0	18	2	57	14%	37

* Includes 12 vehicles garaged in the Western Communities

ATTACHMENT 9 - VEHICLE SAFETY INSPECTION FORM

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Vehicle Safety Inspection



Inspection Sticker # _____

Date: ____/____/____ Carrier: _____ Time: ____:____ AM
PM Location: _____

Vehicle #: _____ Vehicle Make/ Model: _____ Year: _____ Mileage: _____

VIN # (last 5 digits): _____ License #: _____ Vehicle Capacity: Ambulatory _____ W/C _____

Inspection Type: (circle one) New Vehicle Pre/Post-Trip Annual Accident Incident Random Re-Inspection

Configuration: Lift _____ Ramp _____ Sedan _____

✓ = Pass X = Repair Needed

Vehicle Exterior

- _____ Cleanliness
- _____ CONNECTION Logo
- _____ Windshield (No Cracks or Chips)
- _____ Window Operation/Condition
- _____ Windshield Wipers/Washer
- _____ Mirrors
- _____ Horn
- _____ Hazards (Flashers)
- _____ Headlights (High/Low Beam)
- _____ Turn Signals
- _____ Parking Lights
- _____ Brake Lights
- _____ Back Up Lights/Alarm/Camera
- _____ Exhaust System, Muffler Strap
- _____ Fluid Leaks
- _____ Company Name & Number (Black 3" Letters)
- _____ Lug Nuts (If Missing, Specify Wheel _____)
- _____ Tire Tread Condition & Depth (RF ____/____; LF ____/____; RR ____/____; LR ____/____/32nd) _____



Body Damage (Specify in Diagram)

Vehicle Interior

- _____ Valid FL Registration & Insurance Card
- _____ Spill Kit
- _____ Speedometer
- _____ Communication Device
- _____ Seat Condition
- _____ Accident & Emergency Procedure Checklist
- _____ Seatbelt Extensions
- _____ Steering
- _____ Service/ Emergency Brakes

- _____ Rear View Mirror
- _____ First Aid Kit
- _____ Interior Lights
- _____ Air Conditioning Temperature _____ F
- _____ Engine Warning Lights/Gauges
- _____ Condition of Floor
- _____ Emergency Triangles/Flares (3 Secured)
- _____ Fire Extinguisher (Min 5 lb Charged & Mounted w/Gauge)

- _____ Fire Suppression System
- _____ Seat Belts
- _____ W/C Securement Container/Pouch
- _____ AVL/MDT (Proper Operation)
- _____ Pre Trip Inspection Form
- _____ Cleanliness
- _____ Surveillance Camera

Interior Signage: No Smoking _____ Emergency Exit _____ Complaint Information _____ No Eating or Drinking on Vehicle _____

ADA

- | | | | |
|------------------------------|--|-----------------------------------|---------------------------------|
| _____ Brake Interlock System | _____ Condition of W/C 4 Point Tie Downs | _____ # of 3 Point Restraints | _____ Slip Resistant Steps/Ramp |
| _____ Lift Roll Stop | _____ # of 4 Point W/C Tie Downs | _____ Lift Manual Pump Handle | _____ Web Cutter |
| _____ Lift _____ Ramp | _____ Condition of 3 Point Restraints | _____ W/C Position Facing Forward | |

_____ Vehicle **ACCEPTABLE** for Palm Tran CONNECTION service.

_____ Vehicle **NEEDS TO BE RE-INSPECTED**. Please correct problems within _____ hours. Contact Palm Tran CONNECTION to schedule re-inspection (may still be used for service).

_____ Vehicle **NOT IN COMPLIANCE** with Palm Tran CONNECTION. Vehicle cannot be used for CONNECTION service. Once serviced, contact Palm Tran CONNECTION for re-inspection prior to putting vehicle back into service.

COMMENTS: _____

Inspection performed by (print): _____ Carrier Representative (print): _____

Signature: _____ Signature: _____

SECTION 6 APPENDICES

- APPENDIX A - Price Proposal
- APPENDIX B - Business Information
- APPENDIX C - Drug Free Workplace Certification
- APPENDIX D - Disclosure of Ownership Interests
- APPENDIX E - Restrictions of Lobbying Certification
- APPENDIX F - Disadvantaged Business Enterprise Forms

APPENDIX A - COST PROPOSAL

DRAFT

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC

IMPORTANT: FAILURE TO SUBMIT THESE PAGES (1- 16), INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO.: _____

SIGNATURE: _____

Proposal Option (check one):

☐ 40% Run Package "A"

☐ 40% Run Package "B"

☐ 20% Run Package "C"

Please affix corporate seal or have proposal notarized.

Notary – Full Name

Notary Expiration and Seal

Date: _____

OR

(Corporate seal)

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC

The following price is submitted as the all inclusive price to provide the Department with _____ in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

TOTAL PROPOSED PRICE FOR ALL SEVEN (7) YEARS (FROM AGE 3): \$ _____

The Proposer certifies by signature page 2 the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including “out-of-pocket” expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

Proposers must submit the following Cost Proposal Assurance and Understanding Forms. Samples are provided on the following pages, but proposers must obtain the Excel file with the forms and submit printed copies as part of their Bid response and must also submit the completed Excel file.

APPENDIX A

PRICE PROPOSAL PAGES

RFP NO. 14-041/SC

Cost Summary

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Mobilization Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Variable Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC

MOBILIZATION COSTS

List all costs that will be incurred from October 7, 2014 through January 31, 2015 related to mobilization and ramp-up for Year 1 of operations starting February 1, 2015 on the attached Mobilization Cost Form (page 6), A-1. For current Contractors, excluding Metro Mobility, this should not include costs associated with the current operation, but only additional costs during the mobilization period unique to the new contract.

Mobilization costs should only include short-term, non-capital costs. Longer term costs and capital costs incurred in the mobilization period, including the Push-to-Talk system, acquisition/build-out of maintenance facility, furnishings, maintenance shop equipment, spare parts, etc. should be included in the regular cost forms and amortized appropriately. Supplemental mobilization costs, informant should be provided on attached forms A-2 (page 7) and A-3 (page 8).

Proposers must indicate at the top of the forms whether they are proposing on Run Package “A”, “B” or “C”.

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041 / SC

Mobilization Cost Instructions

Form A-1

- (1) Wages for all administrative staff involved in the mobilization. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page.
- (2) Fringe benefits for all administrative staff involved in the mobilization. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page.
- (3) Rent for all facilities for the period of time used prior to the February 1, 2015 start-up. Include only the monthly rent. Any additional fees that apply to the longer-term lease should be included in the regular cost forms. If owned facilities are used, include and justify a reasonable per month use fee and identify when use of the space starts.
- (4) Utilities for all facilities for the period of time prior to the February 1, 2015 start-up.
- (5) Monthly telephone and internet service fees for phones used by administrative staff during the mobilization period. Do not include system purchase or set-up/installation costs or system hardware costs, which should be included in the fixed costs for operations after February 1, 2015.
- (6) Airfare, accommodations, local transportation, and other travel costs for staff coming from out of the area to assist with the mobilization.
- (7) Administrative office supplies used just during the mobilization period. Office supplies stockpiled for operations after February 1, 2015 should be included in the fixed costs for operations after the start-up.
- (8) General liability insurance for just the months of the mobilization. Do not include mobilization costs for vehicle insurance, which should go on line 16. Also, do not include insurance costs for the period past the start-up on February 1, 2015.
- (9) Advertising and recruitment costs for hiring all personnel for the startup.
- (10) Financing costs (borrowing costs) for the mobilization period prior to February 1, 2015. Do not include longer-term borrowing costs after the February 1, 2015 start-up.
- (11) Other administrative costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (12) Other administrative costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (13) Sub-total of all administrative costs for the mobilization.
- (14) Training wages for vehicle operations personnel, including drivers, window dispatchers, road supervisors, mechanics, and vehicle cleaners. Identify on the Personnel Salary/Wages and Fringe Detail page how many (FTEs) of each type of staff will be obtained each month, and the number of hours of training for each type of staff each month.
- (15) Fringe benefits for vehicle operations personnel for just the mobilization period. Identify fringe as a percent of salary or hourly wages for each staff type in the Personnel Salary/Wages and Fringe Detail Page.
- (16) Include only vehicle and insurance costs for the six month mobilization period. General liability insurance should be listed on line 8.
- (17) Maintenance and vehicle supplies that will be used just in the mobilization period. Supplies stockpiled for operations after February 1, 2015 should be included in the variable costs for operations after start-up.
- (18) Fuel for vehicles used in mobilization activities (i.e., training). Indicate assumed miles of travel, average fuel economy, and price per gallon in Cost Detail page.
- (19) Other vehicle operations mobilization costs not identified above. Explain and justify these costs in the Cost Detail Page (20) Other vehicle operations mobilization costs not identified above. Explain and justify these costs in the Cost Detail Page (21) Sub-total of vehicle operations mobilization costs.
- (22) Total of all mobilization costs (lines 13 + 21).

APPENDIX A

PRICE PROPOSAL PAGES

RFP NO. 14-041/SC

Mobilization Cost

FORM A - 1

Proposal Option (check one): ☐ Package "A"

☐ Package "B"

☐ Package "C"

	Month 1	Month 2	Month 3	Month 4	TOTAL
Administrative Costs					
1. Personnel Wages					\$ -
2. Fringe Benefits					\$ -
3. Rent					\$ -
4. Utilities					\$ -
5. Admin. Phone/Internet					\$ -
6. Travel					\$ -
7. Supplies					\$ -
8. General Liability Insurance					\$ -
9. Advertising/Recruitment					\$ -
10. Financing Costs					\$ -
11. Other (describe:)					\$ -
12. Other (describe:)					\$ -
13. Sub-Total Administrative Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Operations Mobilization					
14. Personnel Wages					\$ -
15. Fringe Benefits					\$ -
16. Vehicle Insurance					\$ -
17. Vehicle Maintenance/Supplies					\$ -
18. Vehicle Fuel					\$ -
19. Other (describe:)					\$ -
20. Other (describe:)					\$ -
21. Sub-Total Veh. Operations Mobilization	\$ -	\$ -	\$ -	\$ -	\$ -
22. Total All Mobilization Costs	\$ -	\$ -	\$ -	\$ -	\$ -

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC**

Supplemental Mobilization Cost
Form A - 2

Personnel Salaries/Wages and Fringe Detail Page

Proposal Option (check one):

☐ Package "A"

☐ Package "B"

☐ Package "C"

Position	Hourly Rate	Fringe %	Month 1		Month 2		Month 3		Month 4		Total
			FTE	Hrs	FTE	Hrs.	FTE	Hrs.	FTE	Hrs.	Hrs.
Administrative											
Project/General Mgr.											\$ -
Operations Mgr.											\$ -
Maintenance Mgr.											\$ -
Safety and Training Mgr.											\$ -
Human Resources Mgr.											\$ -
Finance Mgr.											\$ -
Mobilization Mgr.											\$ -
Administrative											\$ -
Janitorial											\$ -
Other (describe:)											\$ -
Operations											
Mechanics – A											\$ -
Mechanics – B											\$ -
Vehicle Cleaners											\$ -
Window Dispatchers											\$ -
Road Supervisors											\$ -
FT Drivers – Minivans											\$ -
FT Drivers – Sm. Cutaways											\$ -
FT Drivers - Lrg. Cutaways											\$ -
Blended Rate for FT Drivers											\$ -
PT Drivers – Minivans											\$ -
PT Drivers – Cutaways											\$ -
PT Drivers - Lrg. Cutaways											\$ -
Blended Rate for PT Drivers											\$ -
Other (describe:)											\$ -

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC

Supplemental Mobilization Cost
Form A - 3

Sample Cost Detail Page (Use this or a similar form and attach additional detail as needed)

Line Item #	Cost Detail (attach and reference additional pages as needed)
Administrative Cost Detail	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
Vehicle Operations Mobilization Cost Detail	
13	
14	
15	
16	
17	
18	
19	
20	

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC

FIXED AND VARIABLE COSTS

List all costs that will be incurred operating the service in accordance with the requirements detailed in this RFP for the seven (7) year contract period or through January 31, 2022.

Attach/complete the Fixed and Variable Costs Form B-1 (page 12), B-2 (page 13), and B-3 (page 14) following the instructions provided.

Complete Supplement Fixed and Variable Cost forms B-4 (page 15) and B-5 (page 16) which provides information about personnel salaries, wages and fringe benefits on the Personnel Salaries/Wages and Fringe Detail Page. This information must include the assumptions used to estimate prices; including, number and classification of personnel, estimated number of labor hours, hourly rates for personnel, material and supply expenses, fuel and maintenance costs, overhead and management fee rates (not to exceed 8% of costs, excluding all mobilization and capital expenses), and any and all capital expenses. Detail regarding revenue vehicle fuel should contain the estimated number of miles to be traveled each year, fuel economy estimates, and the estimated price per gallon of fuel each year. This information should be provided on from B-4 attach additional sheets as required.

APPENDIX A

PRICE PROPOSAL PAGES

RFP NO. 14-041 / SC

Fixed and Variable Cost Form Instructions

Form B-1

- (1) Administrative personnel salaries and wages. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page. Should include the General Manager, Operations Manager, Maintenance Manager, Safety & Training Manager, Human Resource manager, Finance Manager, and administrative staff. If janitorial staff is hired rather than these services being purchased, this staff cost can also be included.
- (2) Fringe benefits for all administrative staff. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page.
- (3) Management support provided by off-site management personnel, such as corporate specialists.
- (4) General liability insurance. Do not include facility insurance, which should go on line 16. Also, do not include vehicle insurance costs, which should go on lines 30 (revenue vehicles) and 43 (non-revenue vehicles).
- (5) Administrative office supplies.
- (6) Mail and courier costs.
- (7) Lease and maintenance costs for administrative copier. If a copier is purchased, amortize the costs over the first five years of the contract (non- option years).
- (8) Costs for travel, workshops, and training for administrative personnel.
- (9) Financing (borrowing) costs for everything except non-revenue vehicle lease/purchase (which should go on line 42).
- (10) Other administrative costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (11) Other administrative costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (12) Fixed Management Fee. Should not exceed 8% of the total administrative costs shown in lines 1 through 11.
- (13) Rent for all administrative and operations facilities. If facilities are owned and not rented, provide a reasonable use fee for the facilities and justify on the Cost Detail Page.
- (14) Utilities for all administrative and operations facilities.
- (15) Janitorial services (if contracted not hired) and supplies for all administrative and operations facilities.
- (16) Facility insurance.
- (17) Other facility costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (18) Other facility costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (19) Telephone and fax hardware, system costs, and monthly service fees. This should include telephone and fax hardware and systems used in administration and maintenance. These costs should be amortized over the first five years of the contract (non-option years).
- (20) Computer hardware used in administration and operations (e.g., maintenance staff computers and maintenance system software). These costs should be amortized over the first five years of the contract (non-option years).
- (21) Maintenance of computers and software used in administration and operations.
- (22) Office furnishings (e.g., administration, maintenance, window dispatch, etc.). These costs should be amortized over the first five years of the contract (non-option years).
- (23) Large maintenance equipment (over \$1,000). These costs should be amortized over the first five years of the contract (non-option years). Smaller items should be included maintenance supplies in line 37.
- (24) Other equipment costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (25) Other equipment costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (26) Total of all fixed costs (lines 1 through 25).

Form B – 2

- (27) Wages for all drivers. Identify the number of full-time and part-time drivers for each type of vehicle, the average hourly wage for full-time and part- time drivers for each type of vehicle, and the total hours of full-time and part-time drivers for each type of vehicle by year in the Personnel.

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041 / SC

- (28) Fringe benefits for all drivers. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page.
- (29) Driver recruitment, training, and drug testing costs.
- (30) Revenue vehicle insurance.
- (31) Revenue vehicle fuel costs. Include in the Cost Detail Page the estimated number of vehicle miles per year, fuel economy (mpg) assumptions, estimated gallons of fuel each year, and the estimated cost per gallon of fuel each year.
- (32) Other revenue vehicle operation costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (33) Other revenue vehicle operation costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (34) Wages for maintenance personnel, including mechanics and vehicle cleaners. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page. Note that the Maintenance Manager salary should be included in administrative personnel fixed costs.
- (35) Fringe benefits for all maintenance staff. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page. Note that fringe benefits for the Maintenance Manager should be included in administrative personnel fixed costs.
- (36) Recruitment, training, and drug testing costs for maintenance personnel only.
- (37) Maintenance supplies and tires. Should include all parts, oils, lubricants, and other fluids. Should also include small equipment (under \$1,000).
- (38) Other vehicle maintenance variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (39) Wages for road supervision and driver supervision personnel, including road supervisors and window dispatchers. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page. Note that the Operations Manager and Risk Manager/Trainer salaries should be included in administrative personnel fixed costs.
- (40) Fringe benefits for all road supervision staff. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page. Note that fringe benefits for the Operations Manager and Risk Manager/Trainer should be included in administrative personnel fixed costs.
- (41) Recruitment, training, and drug testing costs for road supervision personnel only.
- (42) Non-revenue vehicle lease or purchase costs. This would include maintenance vehicles, road supervisor vehicles, and vehicles used by administrative staff. If vehicles are purchased, costs should be amortized over the first five years of the contract.
- (43) Vehicle insurance for non-revenue vehicles. Note that insurance for revenue vehicles should be separate and shown in line 30.
- (44) Fuel and maintenance for all non-revenue vehicles, including maintenance vehicles, road supervisor vehicles, and administrative vehicles.
- (45) If towing services are purchased rather than operated in-house, towing service costs should be shown here.
- (46) Other road supervision and non-revenue vehicle variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (47) Sub-total of all variable costs in lines 27-46.
- (48) Management fee variable costs. Should not exceed 8% of the total variable costs shown in line 47.
- (49) Total variable cost including management fee (Lines 47 plus 48).
- (50) Total costs – fixed plus variable (Line 26 plus line 49).

Form B – 3

- (51) Monthly fixed cost reimbursement. Total fixed costs (line 26) divided by 12.
- (52) Estimated number of revenue-hours of operation for a 40% run package.
- (53) Total variable cost of operation for a 40% run package proposal.
- (54) Variable cost per revenue-hour for a 40% run package proposal (Line 53 divided by Line 52).
- (55) Estimated number of revenue-hours of operation for a 20% run package.
- (56) Total variable cost of operation for a 20% run package proposal.
- (57) Variable cost per revenue-hour for a 20% run package proposal (Line 56 divided by Line 55).

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC**

Fixed Cost Annual Expense
Form B - 1

Proposal Option (check one):

☐ Package "A"

☐ Package "B"

☐ Package "C"

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Total
FIXED COSTS								
Administrative								
1. Admin. Personnel Salaries/Wages								\$ -
2. Admin. Personnel Fringe Benefits								\$ -
3. Management Support								\$ -
4. General Liability Insurance								\$ -
5. General Supplies								\$ -
6. Mail/Courier								\$ -
7. Copier Lease								\$ -
8. Travel/Workshops/Training								\$ -
9. Non-Vehicle Financing Costs								\$ -
10. Other (describe:)								\$ -
11. Other (describe:)								\$ -
12. Mgmt. Fee (not to exceed 8% of Rows 1-11)								\$ -
Facility								
13. Rent								\$ -
14. Utilities								\$ -
15. Janitorial Services/Supplies								\$ -
16. Facility Insurance								\$ -
17. Other (describe:)								\$ -
18. Other (describe:)								\$ -
Equipment								
19. Phone/Fax System/Hardware								\$ -
20. Computer Hardware								\$ -
21. Computer Hardware Maintenance								\$ -
22. Furnishings								\$ -
23. Large Maintenance Equipment (> \$1,000)								\$ -
24. Other (describe:)								\$ -
25. Other (describe:)								\$ -
26. Total Fixed Costs (Rows 1-25)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC**

Variable Annual Expense
Form B - 2

Proposal Option (check one):

☐ Package "A"

☐ Package "B"

☐ Package "C"

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Total
VARIABLE COSTS								
Revenue Vehicle Operations								
27. Driver Wages								\$ -
28. Driver Fringe Benefits								\$ -
29. Driver Recruitment and Training								\$ -
30. Vehicle Insurance								\$ -
31. Revenue Vehicle Fuel								\$ -
32. Other (describe:)								\$ -
33. Other (describe:)								\$ -
Revenue Vehicle Maintenance								
34. Maintenance Personnel Wages								\$ -
35. Fringe Benefits								\$ -
36. Maintenance Staff Recruitment/Training								\$ -
37. Maintenance Supplies/Tires								\$ -
38. Other (describe:)								\$ -
Road Supervision and Non-Revenue Vehicles								
39. Road Supervision Personnel Wages								\$ -
40. Fringe Benefits								\$ -
41. Road Supervisor Recruitment/Training								\$ -
42. Non-Revenue Vehicle Lease/Purchase								\$ -
43. Non-Revenue Vehicle Insurance								\$ -
44. Non-Revenue Vehicle Fuel & Maintenance								\$ -
45. Towing								\$ -
46. Other (describe: Unlock)								\$ -
47. Sub-Total Variable Costs (Rows 27-46)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48. Mgmt. Fee (not to exceed 8% of Row 47)								\$ -
49. Total Variable Costs (Rows 27-48)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50. TOTAL COSTS - Fixed Plus Variable (Rows 26-49)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC**

Fixed Variable Annual Expense
Form B - 3

Proposal Option (check one):

☐ Package "A"

☐ Package "B"

☐ Package "C"

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Total
Weekly Fixed Cost Reimbursement								
51. Monthly Fixed Cost Reimbursement (Row 26 divided by 52)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Per Vehicle Revenue-Hours Variable Reimbursement Rates								
Complete this section if proposing on 40% run package ("A" or "B")								
52. Est. Revenue-Hours per Year (40% package)	356,814	360,382	363,986	371,266	378,691	386,265	393,990	2,611,394
53. Total Variable Cost (Row 49)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54. Variable Cost per Revenue-Hour (Row 53/Row 52)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Complete this section if proposing on 20% run Package "C"								
55. Est. Revenue-Hours per Year (20% package)	178,407	180,191	181,993	185,633	189,345	193,132	196,995	1,305,697
56. Total Variable Cost (Row 49)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57. Variable Cost per Revenue-Hour (Row 56/Row 55)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

APPENDIX A PRICE PROPOSAL PAGES RFP NO. 14-041/SC

Supplemental - Fixed and Variable Cost
From B - 4

Proposal Option (check one):

☐ Package "A"

☐ Package "B"

☐ Package "C"

Position	Yr 1			Yr 2			Yr 3			Yr 4			Yr 5			Yr 6			Yr 7		
	FTE	Hrs	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate
Administrative																					
Gen Manager																					
Operations Mgr.																					
Maintenance Mgr.																					
Safety/Training Mgr.																					
HR Mgr.																					
Finance Mgr.																					
Administrative																					
Janitorial																					
Other (describe)																					
Est. Fringe %																					
Vehicle Operations, Full-Time Drivers																					
FT Minivans																					
FT Sm Cutaways																					
FT Lrg Cutaways																					
Total FT+Hours /Blended Rate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Est. Fringe %																					
Vehicle Operations, Part-Time Drivers																					
PT Minivans																					
PT Sm Cutaways																					
PT Lrg Cutaways																					
Total PT+Hours /Blended Rate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Est. Fringe %																					
Maintenance																					
Mechanics – A																					
Mechanics – B																					
Vehicle Cleaners																					
Est. Fringe %																					
Road Supervision																					
Window Dispatchers																					
Road Supervisors																					
Est. Fringe %																					

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 14-041/SC

Supplemental Fixed and Variable Cost
Form B -5

Line Item #	Cost Detail Assumption (attach and reference additional pages as needed)
Fixed Costs	
Administrative Cost Detail	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
Management Fee on Administrative Costs	
12	
Facility	
13	
14	
15	
16	
17	
18	
Equipment	
19	
20	
21	
22	
23	
24	
25	

Line Item #	Cost Detail Assumption (attach and reference additional pages as needed)
Variable Costs	
Revenue Vehicle Operations	
26	
27	
28	
29	
30	
31	
32	
Revenue Vehicle Maintenance	
33	
34	
35	
36	
37	
Road Supervision & Non-Revenue Vehicles	
38	
39	
40	
41	
42	
43	
44	
45	
Management Fee on Variable Costs	
46	

APPENDIX B – BUSINESS INFORMATION

DRAFT

**APPENDIX B
BUSINESS INFORMATION
RFP NO. 14-041/SC**

Full Legal Name of Entity: _____

(Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Form of Entity:

- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Partnership, General
- ☐ Partnership, Limited
- ☐ Joint Venture
- ☐ Sole Proprietorship

Federal I.D. Number: _____

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☐ No ☐

If **yes** to the above, as of what date? _____

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C
DRUG-FREE WORKPLACE CERTIFICATIONS

DRAFT

APPENDIX C
STATE DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 14-041/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)
_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

APPENDIX C
FEDERAL DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 14-041/SC

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Palm Beach County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

(Name of person who's signature is being notarized) as _____
(Title)

of _____ known to me to be the person described herein,
(Name of Corporation/Company)

or who produced _____ as identification, and who did/did not take an
(Type of Identification)
oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

APPENDIX D – DISCLOSURE OF OWNERSHIP INTERESTS

DRAFT

**APPENDIX D
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 14-041/SC**

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared _____,
hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[] an individual **or**
[] the _____ of _____.
(position—e.g., sole proprietor, president, partner, etc.) (name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc)
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.
2. Affiant's address is: _____

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, [] who is personally known to me or [] who has produced _____
_____ as identification and who did take an oath.

Notary Public

(Print Notary Name)

State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

DRAFT

APPENDIX E – RESTRICTIONS ON LOBBYING CERTIFICATION

DRAFT

APPENDIX E – RESTRICTIONS ON LOBBYING CERTIFICATION

FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING CONSTRUCTION/ARCHITECTURAL AND
ENGINEERING/ACQUISITION OF ROLLING STOCK/PROFESSIONAL SERVICE
CONTRACTS/OPERATIONAL SERVICE CONTRACTS/ TURNKEY CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

(Signature)

(Company)

(Title)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

APPENDIX F – DISADVANTAGED BUSINESS ENTERPRISE

DRAFT

APPENDIX F – DISADVANTAGED BUSINESS ENTERPRISE

LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From: _____
(Name of Proposer)

To: Palm Beach County, Selection Committee

Project Description: _____

In response to Palm Beach County's RLI/Bid No. _____, the undersigned hereby agree to utilize as a subcontractor the firm listed below, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Palm Beach County.

Name of Firm: _____
(Proposed DBE Subcontractor/Subconsultant)

Expiration of DBE Certification: _____ (Attach copy of DBE certification)

Projected Work Assignment: Enter description of work assignment _____

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) _____

(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary's Signature) (Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)
_____ an individual _____ a partnership _____ a corporation _____ a joint venture. The undersigned agrees with the proposer's proposal and further certifies that all information provided herein is true and correct.

(Signature of DBE Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary's Signature) (Notary Seal)

APPENDIX F – DISADVANTAGED BUSINESS ENTERPRISE

DBE Unavailability Report RFP NO. 14-041/SC

(Name of Proposer)

(Address)

(Telephone No.)

The undersigned representative of the prime contractor, personally appeared before the undersigned officer, authorized to administer oaths who, after being duly sworn, states that the undersigned has contacted the DBEs listed below and that said DBEs are unavailable to perform or to submit a bid which was not the low acceptable bid set forth, and that the following information regarding DBE subcontractors is true and correct to the best of his/her knowledge:

1. The following DBE contractors were invited to bid subcontract work, but were not available to work. (Provide copy of the invitation, dates, List of DBEs, address, and responses)
2. The following DBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of DBEs, address)
3. The following DBE contractors submitted bids which were not the low acceptable bids. (Provide copy of the responses and your analysis as to why the bids were not acceptable)

Signature: _____

Title: _____

Date: _____

Note: If you did not get any responses to your solicitation of DBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

*The report should include information as detailed under Section 3.11 of the RFP: **DBE Unavailability Report – Good Faith Efforts***

The report should be signed by the same person signing the submitted proposal.

FEDERAL CERTIFICATIONS AND REPRESENTATIONS
PALM TRAN**SCHEDULE OF DBE PARTICIPATION****APPENDIX F**

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

BID/RLI #:	DATE FORM SUBMITTED:
PROJECT NAME:	PROJECT START DATE:
PRIME CONTRACTOR:	ADDRESS:
CONTACT PERSON:	TELEPHONE #:

DBE Subcontractor	Expiration of Certification	DBE Contact	Phone	Type of Work To Be Performed	\$	Estimated Sub-Contract Amount
					\$	
					\$	
					\$	
					\$	
					\$	
Total Estimated Dollar (\$) DBE Participation					\$	
DBE Subcontractor Participation Percentage (Total estimated amount allocated to DBEs divided by Total Contract Amount)					%	

The listing of a DBE shall constitute a representation by the proposer to Palm Beach County that such DBE has been contacted and properly apprised of the upcoming County project. Proposer are advised that the information contained herein is subject to verification by Palm Beach County's contract representative, with the concurrence of Palm Tran's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program.

I certify that the above information is true to the best of my knowledge:

Signature	Title	Date
-----------	-------	------

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

DBE UTILIZATION REPORT

Report No. _____

APPENDIX F

CONTRACT #:	CONTRACT AMOUNT: \$	DATE FORM SUBMITTED:
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:	PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #:	FAX #

SUBCONTRACTING INFORMATION**TO BE SUBMITTED MONTHLY TO COUNTY'S CONTRACT REPRESENTATIVE AND PALM TRAN'S DBE LIAISON (csalazar@pbcgov.org)**

DBE Subcontractor	Original Agreed Price	Revised Agreed Price	% of Work Completed to Date	Amount Paid This Period	Amount Paid to Date	Gender		Ethnic Category				
						M	F	B	H	A	NA	W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
-----------	-------	------

*Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison.***FINAL DBE UTILIZATION REPORT****(To be submitted with the final invoice)****APPENDIX F**

CONTRACT #:	CONTRACT AMOUNT:	DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:		PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:		PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #:	FAX #:	

SUBCONTRACTING INFORMATION

All payments made to DBE subcontractors must be reported on this form.

DBE Subcontractor	Description of Work	Original Amount (Agreed to Price)	Final Subcontract Amount	Total Amt Paid	Gender		Ethnic Category					
					M	F	B	H	A	NA	W	
	TOTALS:											

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
-----------	-------	------

Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison