

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: April 5, 2022

☐ Consent ☒ Regular  
☐ Ordinance ☐ Public Hearing

Department: Palm Tran

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

**A) Approve** an amendment to Contract No. 14-041/SC; R 2014-1541; R2019-0242, the contract for Palm Tran Connection Services Run Package B, dated October 7, 2014 by and between Palm Beach County and First Transit, Inc., and First Group America, Inc. (First Transit) and approve an increase of the rates and contract ceiling.

**B) Approve** an amendment to Contract No. 14-041/SC; R 2014-1540; R2019-0243, the contract for Palm Tran Connection Services Run Package A, dated October 7, 2014, by and between Palm Beach County, and MV Transportation, Inc., and MV Contract Transportation, Inc. (MV Transportation) and approve an increase of the rates and contract ceiling.

**Summary:** This fifth amendment to the contract is intended to maintain critical paratransit services until a new contract can be awarded. A new solicitation for paratransit services was delayed due to the COVID 19 pandemic and was advertised on January 12, 2022. The solicitation is scheduled to have a service start date of October 1, 2022.

As a result of economic pressures created by the pandemic, costs have risen due to an increase in market conditions for operating and labor costs. There are two primary costing factors for these services; fixed and variable. Fixed costs include, but are not limited to, administrative, facility and equipment costs. Variable costs include, but are not limited to, personnel such as drivers, maintenance and supervision staff. First Transit and MV Transportation have differing fixed and variable costs. Their total contracts are similar in overall costs and reflect the proportion of the total service they are providing. This amendment will increase starting driver rates from \$13.34 to \$15.50 per hour. These contract amendments will have a net fiscal impact of \$16,761,102 and will not result in an increase in the transfer from the General Fund to Palm Tran.

First Transit's actual vehicle hour (AVH) rate for variable costs will increase from \$33.27 to \$39.42 for the 160,000 estimated vehicle hours for a total of \$6,307,200. The weekly fixed cost will increase from \$31,909 to \$40,374.96 for a total of \$1,049,749 over the six-month extension. The total fixed and variable costs are estimated at \$7,356,949. Due to unused contractual amounts in prior years, these changes will increase the contract ceiling by only \$5,335,385.00 from a not to exceed amount of \$89,756,729 to a not exceed amount of \$95,092,114 over the life of the contract from February 1, 2015 through September 30, 2022.

MV Transportation's actual vehicle hour (AVH) rate for variable costs will increase from \$35.35 to \$42.20 for the 179,000 estimated vehicle hours for an estimated total of \$7,553,800. The weekly fixed cost will increase from \$16,652 to \$20,000 for a total of \$520,000 over the six-month extension. The total fixed and variable costs are estimated at \$8,073,800. Included in the contract ceiling is fuel reimbursement to the vendor which is estimated at \$2,060,688. These changes will increase the contract ceiling by \$10,134,153 from a not to exceed amount of \$87,366,053 to a not to exceed \$97,500,206 over the life of the contract February 1, 2015 through September 30, 2022.

A lapse in providing these contracted services would be detrimental to the interests, health, safety or welfare of the County by reducing transportation services to vulnerable citizens. An emergency amendment is necessary to continue to provide paratransit services within Palm Beach County. Countywide (MM)

**Background and Justification:** On August 28, 2018, First Transit and MV Transportation entered into a First amendment to address tax credits, for alternative fuel and other matters. On February 5, 2019, the parties entered into a Second Amendment to address the termination of Maruti Fleet & Management, LLC from the contract, and the transfer of its responsibilities to address the County's needs. On February 17,

- Attachments:**
1. Fifth Amendment – First Transit (3)
  2. Fifth Amendment – MV Transportation (3)
  3. First Transit Amendments 1-4
  4. MV Transportation Amendments 1-4

Recommended by: \_\_\_\_\_

Executive Director

Date

3/28/2022

Approved By: \_\_\_\_\_

Assistant County Administrator

Date

4/1/2022

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	17,491,102				
External Revenues	(730,000)				
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT	16,761,102 *				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in the Current Budget?

☒ Yes☐ No

Does this item include the use of federal funds?

☐ Yes☒ No

Budget Account No:

Fund

Department

Unit

Object

1340

Various

Various

3423

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

\*This change will not result in an increase in the transfer from the General Fund to Palm Tran’s FY22 Operating budget.

C. Departmental Fiscal Review:

Jeremy Baker, Director of Admin Services

III. REVIEW COMMENTS:

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

3/28/22

OFMB

3/28

3/28/22

3/28/22

3/28/22

Contract Dev. & Control

3-28-22 TW

3/28/22

B. Legal Sufficiency

3/31/2022

Assistant County Attorney

C. Other Department Review

Department Director

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

**Background and Justification: Continued**

2021, the parties entered into a Third Amendment, in response to the COVID-19 Pandemic and to promote the health, safety, and wellbeing of Palm Tran Connection customers. The Contractors were directed to make certain purchases of personal protective equipment (PPEs), for use in the provision of paratransit services, and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles, both requirements that were outside the original Scope of Work. On January 28, 2022, before expiration of the original seven-year contract, Palm Tran entered into a Fourth Amendment with both First Transit and MV Transportation to extend the contract at the same rates from February 1, 2022, through March 31, 2022.

**FIFTH AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT  
SERVICES, RUN PACKAGE B  
(Contract No. 14-041/SC; R 2014-1541)**

**THIS FIFTH AMENDMENT**, dated \_\_\_\_\_, 2022, is made to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package B, dated October 7, 2014, ("Contract") 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 First Group America, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, and First Transit, Inc., a foreign profit corporation and wholly-owned subsidiary of First Group America, Inc., authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, hereinafter collectively referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CONTRACTOR, entered into that certain Contract under which the CONTRACTOR was to provide paratransit services to the COUNTY beginning on or about February 1, 2015, and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package B (the Contract and amendments are collectively referred to herein as the "Contract"); and

**WHEREAS**, on August 28, 2018, the parties entered into a First Amendment to the Contract to address tax credits for alternative fuel and other matters; and

**WHEREAS**, on February 5, 2019, the parties entered into a Second Amendment to the Contract, acknowledging agreement to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1541) establishing additional terms regarding the vehicles furnished to CONTRACTOR for transportation services, to address the termination of the Maruti Fleet & Management, LLC, Contract and the transfer of its responsibilities to the CONTRACTOR, to address the COUNTY'S need and right to shift runs and vehicles and increase the not-to-exceed amount by Thirteen Million Five Hundred Fifty-Five Thousand Seven Hundred Fourteen Dollars and Four cents (\$13,555,714.04), and to agree to certain cost-neutral changes to the Scope of Work; and

**WHEREAS**, on February 17, 2021, the parties entered into a Third Amendment, in response to the COVID-19 Pandemic and to promote the health, safety, and wellbeing of Palm Tran Connection customers, the CONTRACTOR was directed to make certain purchases of personal protective equipment (PPEs), up to \$5,000.00 per month, for use in its provision of paratransit services and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles, which were outside the Scope of Work, unforeseen, and therefore not contemplated in the preexisting payment structure; and

**WHEREAS**, on January 28, 2022, the parties entered into a Fourth Amendment, to modify ARTICLE 3 - SCHEDULE to extend the Contract for the period of February 1, 2022, through March 31, 2022 due to delays caused by the COVID-19 Pandemic; and

**WHEREAS**, Palm Tran Connection provides life sustaining services to seniors and persons with disabilities in Palm Beach County. A lapse in providing these contracted services would be detrimental to this vulnerable population; and,

**WHEREAS**, on January 10, 2022, Palm Tran issued a Request for Proposals (RFP) to solicit a new paratransit service contract to start October 1, 2022. The procurement process has been delayed due to staff shortages caused by the effects of the COVID-19 pandemic; and

**WHEREAS**, the parties desire to modify ARTICLE 3 - SCHEDULE to extend the Contract for the period of April 1, 2022, through September 30, 2022; and

**WHEREAS**, the parties desire to modify ARTICLE 4 – PAYMENTS TO CONTRACTOR to increase the authorized not-to-exceed total contract amount by Five Million Three Hundred Thirty-Five Thousand Three Hundred Eighty-Five Dollars and no cents (\$5,335,385.00); and

**WHEREAS**, the parties desire to modify ARTICLE 4 – PAYMENTS TO CONTRACTOR, paragraph D. 1., to increase the actual vehicle hour (AVH) rate to Thirty-Nine Dollars and Forty-Two Cents (\$39.42) and include the fixed costs of One Million Forty-Nine Thousand Seven Hundred Forty-Nine Dollars and no cents (\$1,049,749.00); and

**WHEREAS**, the parties desire to modify Exhibit A, Scope of Work, Section 4.11 REQUIRED MEETINGS AND OTHER RESPONSIBILITIES, item (e), to include Saturday services.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Amendment are true and correct and incorporated into and made a part of this Fifth Amendment.

2. ARTICLE 3 - SCHEDULE, is hereby amended to read as follows:

“The Contract 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 September 30, 2022.

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

3. ARTICLE 4 - PAYMENTS TO THE CONTRACTOR, is amended as follows:

- a. Delete paragraph A, in its entirety and insert in its place the following paragraph:

“A. The total amount to be paid by the COUNTY under this Contract for all services and materials is not anticipated to exceed a total contract amount of Ninety-Five Million Ninety-Two Thousand One Hundred Fourteen Dollars and No Cents (\$95,092,114.00). The actual total amount paid will be based on 1) the actual costs of personal protective equipment (PPE) and antiviral cleaning product, and 2) the actual number of service hours completed, which may be more or less than the service hours anticipated to establish the contract amount. The COUNTY’S obligations hereunder are subject to an annual appropriation by the Board of COUNTY Commissioners for the purposes of this Contract 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.”

- b. Delete paragraph D, item 1, in its entirety and insert in its place the following paragraph:

“1. The total number of actual vehicle hours, the CONTRACTOR’S actual service hour rate at Thirty-Nine Dollars and Forty-Two Cents (\$39.42), plus fixed costs of One Million Forty-Nine Thousand Seven Hundred Forty-Nine Dollars and no cents (\$1,049,749.00), including mobilization costs in Year One.”

4. EXHIBIT A, SCOPE OF WORK, Section 4.11 REQUIRED MEETINGS AND OTHER RESPONSIBILITIES, item (e), is hereby amended to read as follows:

“Operate additional evening/night or Saturday 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.”

5. All other terms and conditions, including pricing, of the Contract not specifically amended herein, are hereby confirmed and shall remain in full force and effect.
6. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FIFTH AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Fifth Amendment on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESSES:

Thomas Dorger  
Signature  
Thomas Dorger  
Name (type or print)  
Julia Gessner  
Signature  
Julia Gessner  
Name (type or print)

CONTRACTOR:

FIRST GROUP AMERICA, INC.  
Company Name  
Brian Beechem  
Signature  
Brian Beechem  
Typed Name  
Asst. Secretary  
Title

WITNESSES:

Thomas Dorger  
Signature  
Thomas Dorger  
Name (type or print)  
Julia Gessner  
Signature  
Julia Gessner  
Name (type or print)

CONTRACTOR:

FIRST TRANSIT, INC.  
Company Name  
Brian Beechem  
Signature  
Brian Beechem  
Typed Name  
Asst. Secretary  
Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By [Signature]  
for County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By [Signature]  
Executive Director, Palm Tran



**FIFTH AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT  
SERVICES, RUN PACKAGE A  
(Contract No. 14-041/SC; R 2014-1540)**

**THIS FIFTH AMENDMENT**, dated \_\_\_\_\_, 2022, is made to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package A, dated October 7, 2014, ("Contract") 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 MV Transportation, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, and MV Contract Transportation, Inc., a foreign profit corporation and subsidiary of MV Transportation, Inc., whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, authorized to do business in the State of Florida, hereinafter collectively referred to as the "CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CONTRACTOR, entered into that certain Contract under which the CONTRACTOR was to provide paratransit services to the COUNTY beginning on or about February 1, 2015, and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package A (the Contract and amendments are collectively referred to herein as the "Contract"); and

**WHEREAS**, on August 28, 2018, the parties entered into a First Amendment to the Contract to address tax credits for alternative fuel and other matters; and

**WHEREAS**, on February 5, 2019, the parties entered into a Second Amendment to the Contract, acknowledging agreement to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1540) establishing additional terms regarding the vehicles furnished to CONTRACTOR for transportation services, to address the termination of the Maruti Fleet & Management, LLC, Contract and the transfer of its responsibilities to the CONTRACTOR, to address the COUNTY'S need and right to shift runs and vehicles and increase the not-to-exceed amount by Fourteen Million Six Hundred Ninety-Five Thousand Six Hundred Twenty-One Dollars and Eighty cents (\$14,695,621.80), and to agree to certain cost-neutral changes to the Scope of Work; and

**WHEREAS**, on February 17, 2021, the parties entered into a Third Amendment, in response to the COVID-19 Pandemic and to promote the health, safety, and wellbeing of Palm Tran Connection customers, the CONTRACTOR was directed to make certain purchases of personal protective equipment (PPEs), up to \$5,000.00 per month, for use in its provision of paratransit services and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles, which were outside the Scope of Work, unforeseen, and therefore not contemplated in the preexisting payment structure; and

**WHEREAS**, on January 28, 2022, the parties entered into a Fourth Amendment, to modify ARTICLE 3 - SCHEDULE to extend the Contract for the period of February 1, 2022, through March 31, 2022, and to increase the total not to exceed amount by One Million One Hundred Seventeen Thousand Two Hundred Eighteen Dollars and no cents (1,117,218.00); and

**WHEREAS**, Palm Tran Connection provides life sustaining services to seniors and persons with disabilities in Palm Beach County. A lapse in providing these contracted services would be detrimental to this vulnerable population; and,

**WHEREAS**, on January 10, 2022, Palm Tran issued a Request for Proposals (RFP) to solicit a new paratransit service contract to start October 1, 2022. The procurement process has been delayed due to staff shortages caused by the effects of the COVID-19 pandemic; and

**WHEREAS**, the parties desire to modify ARTICLE 3 - SCHEDULE to extend the Contract for the period of April 1, 2022, through September 30, 2022; and

**WHEREAS**, the parties desire to modify ARTICLE 4 – PAYMENTS TO CONTRACTOR to increase the not-to-exceed amount by Ten Million One Hundred Thirty-Four Thousand One Hundred Fifty-Three Dollars and no cents (\$10,134,153.00); and

**WHEREAS**, the parties desire to modify ARTICLE 4 – PAYMENTS TO CONTRACTOR, paragraph D. 1., to increase the actual vehicle hour (AVH) rate to Forty-Two Dollars and Twenty Cents (\$42.20), and include the fixed costs of Five Hundred Twenty Thousand and no cents (\$520,000.00).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Amendment are true and correct and incorporated into and made a part of this Fifth Amendment.

2. ARTICLE 3 - SCHEDULE, is hereby amended to read as follows:

"The Contract 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 September 30, 2022.

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

3. ARTICLE 4 - PAYMENTS TO THE CONTRACTOR, is amended to as follows:

- a. Delete paragraph A, in its entirety and insert in its place the following paragraph:

"A. The total amount to be paid by the COUNTY under this Contract for all services and materials is not anticipated to exceed a total contract amount of Ninety-Seven Million Five Hundred Thousand Two Hundred Six Dollars and no cents (\$97,500,206.00). The actual total amount paid will be based on the 1) the actual costs of personal protective equipment (PPE), and 2) the actual number of service hours completed, which may be more or less than the service hours anticipated to establish the contract amount. The COUNTY'S obligations hereunder are subject to an annual appropriation by the Board of COUNTY Commissioners for the purposes of this Contract 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."

- b. Delete paragraph D, item 1, in its entirety and insert in its place the following paragraph:

"1. The total number of actual vehicle hours, the CONTRACTOR'S actual service hour rate of Forty-Two Dollars And Twenty Cents (\$42.20), plus fixed costs of Five Hundred Twenty Thousand and no cents (\$520,000.00), including mobilization costs in Year One."

4. All other terms and conditions, including pricing, of the Contract not specifically amended herein, are hereby confirmed and shall remain in full force and effect.
5. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FIFTH AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

**THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Fifth Amendment on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

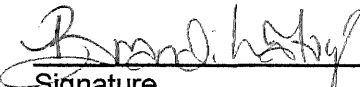
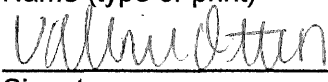
ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

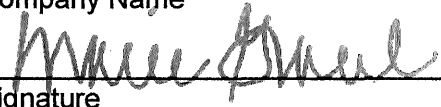
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

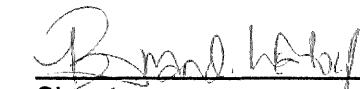
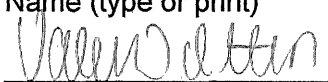
WITNESSES:

  
Signature  
Brandi LaFoy  
Name (type or print)  
  
Signature  
Valerie Otten  
Name (type or print)

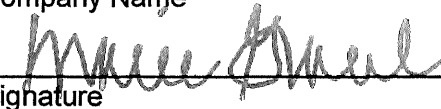
CONTRACTOR:

MV TRANSPORTATION, INC.  
Company Name  
  
Signature  
Marie Graw  
Typed Name  
Executive Vice President & CFO  
Title

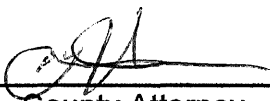
WITNESSES:

  
Signature  
Brandi LaFoy  
Name (type or print)  
  
Signature  
Valerie Otten  
Name (type or print)

CONTRACTOR:

MV CONTRACT TRANSPORTATION, INC.  
Company Name  
  
Signature  
Marie Graw  
Typed Name  
Executive Vice President & CFO  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By  \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By  \_\_\_\_\_  
Executive Director, Palm Tran

**FIRST AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT SERVICES  
RUN PACKAGE B  
(Contract No. 14-041/SC; R2014-1541)**

THIS FIRST AMENDMENT, dated August 28, 2018, to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package B, dated October 7, 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 First Group America, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, and First Transit, Inc., a foreign profit corporation and wholly-owned subsidiary of First Group America, Inc., authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, hereinafter collectively referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the parties have entered into that certain Contract dated October 7, 2014, hereinafter referred to as the "Contract", under which the CONTRACTOR has agreed to provide paratransit services to the COUNTY; and

**WHEREAS**, the COUNTY has designated new representatives/liaisons; and

**WHEREAS**, the COUNTY desires to revise ARTICLE 27- PUBLIC RECORDS, ACCESS AND AUDITS in order to comply with the amended requirements of Section 119.0701, F.S., which requires a "Contractor", defined under Section 119.0701(1)(a), F.S., as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency" and which is "acting on behalf of the public agency" as provided under Section. 119.011(2), F.S., to comply with public records requests when contracting with public agencies; and

**WHEREAS**, the Contract provides that a completed invoice shall include copies of cancelled checks for payments made by CONTRACTOR to all DBE subcontractors; and

**WHEREAS**, the CONTRACTOR no longer pays via check but pays through wire

transfers or direct deposits to the DBE subcontractors' bank accounts; and

**WHEREAS**, the COUNTY desires to permit CONTRACTOR to provide bank statements showing wire transfers or direct deposits as evidence of payment in addition to cancelled checks; and

**WHEREAS**, the CONTRACTOR has filed claims with the Internal Revenue Service (IRS) for Calendar Years 2015 and 2016 for tax credits on the alternative fuel (*i.e.*, liquefied petroleum gas (LPG)), purchased and delivered into the fuel supply tanks of COUNTY-owned vehicles operated by CONTRACTOR and used in the provision of Palm Tran Connection paratransit services; and

**WHEREAS**, the COUNTY reimburses CONTRACTOR for fuel expenses incurred by CONTRACTOR for the operation of the COUNTY-owned vehicles used by CONTRACTOR to provide paratransit services; and

**WHEREAS**, it is the parties' desire that CONTRACTOR complete and file with the IRS the necessary and appropriate forms and documents to be used to claim and obtain alternative fuel tax credits and refunds available under applicable law and the rules and regulations of the IRS and thereafter remit to COUNTY all alternative fuel tax credits and refunds received from the IRS for the fuel reimbursed by COUNTY, minus a three percent (3%) administrative processing fee to be retained by CONTRACTOR as provided herein; and

**WHEREAS**, CONTRACTOR has remitted to COUNTY the alternative fuel credits received for Calendar Years 2015 and 2016.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Contract are true and correct and incorporated into and made a part of this First Amendment.
2. ARTICLE 1 – SERVICES, second paragraph, of the Contract are hereby amended to read as follows:

"The COUNTY's representative/liaison during the performance of this Contract shall be Clinton B. Forbes, Executive Director of Palm Tran, or his designee, whose telephone number is (561) 841-4205.

3. ARTICLE 4 – PAYMENTS TO THE CONTRACTOR, paragraph D, item 8, of the Contract is hereby amended as follows:

“Copies of cancelled checks, bank statements or other banking documents, acceptable to County’s Clerk and Comptroller, from the DBE and displaying the DBE’s name or last four (4) digits of its bank account number showing wire transfers and direct deposits) for payments made to all DBE subcontractors. CONTRACTOR is required to pay DBE subcontractors prior to receiving payment. DBE subcontractors may be required to confirm that payment has been received prior to the COUNTY releasing payment to CONTRACTOR.”

4. ARTICLE 27– PUBLIC RECORDS, ACCESS AND AUDITS of the Contract is hereby deleted in its entirety and replaced with the following:

**“ARTICLE 27– PUBLIC RECORDS, ACCESS AND AUDITS**

The CONTRACTOR shall maintain in Palm Beach County, Florida, all records related to the performance of the Contract, including but not limited 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. In the event of litigation or settlement of claims arising out of, under or related to the CONTRACTOR’s performance of this Contract, the CONTRACTOR shall continue to maintain such records in Palm Beach County and to allow COUNTY and the governmental entities described in Article 32, Special Contract Provision No. 7 of this Contract access to the records as provided therein, this Article 27, and any other applicable provisions of the 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.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY’s Custodian of Public Records (COUNTY’s Custodian) or COUNTY’s representative/liaison, on behalf of the COUNTY’s Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses

shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the COUNTY. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law shall be a material breach of contract and may result in termination under Article 9.B. of the Contract. CONTRACTOR may also be subject to penalties under Section 119.10, F.S. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**



**RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."**

5. ARTICLE 40 – ALTERNATIVE FUEL TAX CREDITS OR REFUNDS is hereby added to the Contract and shall provide as follows:

**"ARTICLE 40 – ALTERNATIVE FUEL TAX CREDITS OR REFUNDS**

- A. CONTRACTOR and COUNTY shall work cooperatively to determine whether alternative fuel tax credits or refunds are available and may be claimed by CONTRACTOR (for the benefit of COUNTY) for each calendar year.
- B. Upon the request of COUNTY's Contract representative/liaison, CONTRACTOR shall complete and file with the IRS all necessary forms and documents required to claim and receive all alternative fuel tax credits and refunds available each calendar year of the Contract, under applicable law and the rules and regulations of the IRS for fuel purchased and used by CONTRACTOR, including but not limited to LPG, to operate COUNTY-owned vehicles for the provision of Palm Tran Connection paratransit services. CONTRACTOR shall promptly remit to COUNTY all alternative fuel tax credits and refunds received for each calendar year of the Contract beginning with Calendar Year 2015. For Calendar Year 2017 and each calendar year thereafter, CONTRACTOR may retain from IRS credits and refunds received a three percent (3%) administrative processing fee as compensation for its services. An administrative processing fee is not available for Calendar Years 2015 and 2016. CONTRACTOR shall provide reasonable supporting documentation requested by COUNTY to substantiate the type of credit or refund claimed and received, and the amount.

- C. If the IRS subsequently makes corrections or audit adjustments to the credits claimed by CONTRACTOR, such audit adjustments (plus or minus) will be passed through to the COUNTY or collected from the COUNTY, in the case of a reduction in a credit previously claimed by the CONTRACTOR and remitted to the COUNTY.
  - D. This provision shall survive the termination or expiration of the Contract until such time as CONTRACTOR has claimed and received all available fuel tax credits and refunds and remitted such credits and refunds to COUNTY in accordance with the provisions of the Contract."
- 6. The modifications to the Contract described in Sections 3 and 6 of this First Amendment shall relate back and take effect as of October 7, 2014, the effective date of the Contract. All other provisions of said Contract, dated October 7, 2014, are hereby confirmed and, except as amended herein, are not otherwise altered or amended and shall remain in full force and effect.
- 7. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this First Amendment shall not take effect until executed by the CONTRACTOR and COUNTY.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this First Amendment to the Contract on the day and year above written.


PALM BEACH COUNTY, FLORIDA for its  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

WITNESSES:

  
Signature

JOE MCKELVEY  
Name (type or print)

  
Signature

Matthew Brisl  
Name (type or print)

CONTRACTOR:

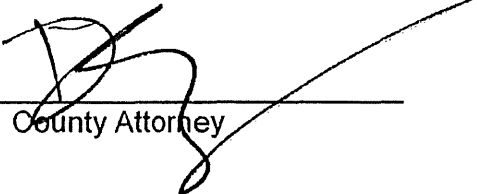
First Group America, Inc.  
Company Name

BY:   
Signature


Tim McCann  
Typed Name

Senior Vice President of Operations  
Title

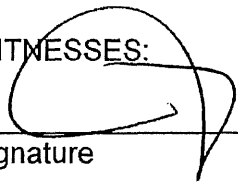
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By   
County Attorney

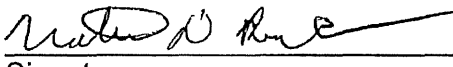
APPROVED AS TO TERMS  
AND CONDITIONS

  
Clinton B. Forbes, Executive Director,  
Palm Tran

WITNESSES:

  
Signature

JOEY McKELVY  
Name (type or print)

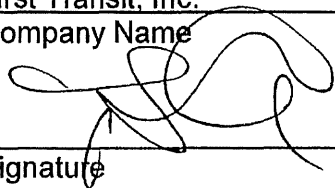
  
Signature

Matthew Bristol  
Name (type or print)

CONTRACTOR:

First Transit, Inc.  
Company Name

BY:

  
Signature

Tim McCann  
Typed Name

Senior Vice President of Operations  
Title

R2019 0242  
SECOND AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT  
SERVICES, RUN PACKAGE B  
(Contract No. 14-041/SC; R 2014-1541)

THIS SECOND AMENDMENT, dated FEB 05 2019, 2019, is made to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package B, dated October 7, 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 First Group America, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, and First Transit, Inc., a foreign profit corporation and wholly-owned subsidiary of First Group America, Inc., authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, hereinafter collectively referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, on October 7, 2014, the COUNTY and the CONTRACTOR, entered into that certain contract under which the CONTRACTOR was to provide paratransit services to COUNTY beginning on or about February 1, 2015, and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package B; and

**WHEREAS**, on August 28, 2018, the parties entered into a First Amendment to the October 7, 2014, contract to address tax credits for alternative fuel and other matters (collectively referred to herein as the "Contract"); and

**WHEREAS**, the parties agreed to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1541), establishing additional terms regarding the vehicles furnished to CONTRACTOR for the provision of transportation services and CONTRACTOR's responsibilities related thereto, (referred to herein as the "Vehicle Acceptance Agreement"), a copy of which is attached hereto as Attachment 1; and

**WHEREAS**, COUNTY and Maruti Fleet & Management, LLC, the entity providing paratransit transportation services under a contract identified as Palm Tran Connection Paratransit Services, Contract No. 14-041/SC; R2014-1542, Run Package C (also referred to herein as "Run Package C Contractor") have agreed to terminate said contract for such services effective as of 11:59 p.m. on Sunday, March 31, 2019; and

**WHEREAS**, COUNTY has the need and right to shift runs and vehicles and increase the not-to-exceed amount by Thirteen Million Five Hundred Fifty-Five Thousand Seven Hundred and Fourteen Dollars and Four cents (\$13,555,714.04) formerly utilized by the Run Package Contractor to Contractor; and

**WHEREAS**, to memorialize the additional work to be performed by CONTRACTOR, the parties have agreed to modify certain provisions of the Contract, including but not limited to those relating to the transfer of vehicles and associated routes, equipment, records and documentation formally provided Run Package C Contractor, and CONTRACTOR has agreed to perform the "shifted or transferred" work at its current hourly rates and fixed costs; and

**WHEREAS**, the parties have agreed to certain cost neutral changes to the Scope of Work to provide clarification to the daily operations.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Amendment are true and correct and incorporated into and made a part of this Second Amendment.
2. ARTICLE 4 - PAYMENTS TO THE CONTRACTOR, paragraph A, is hereby amended to read as follows:

"The total amount to be paid by the COUNTY under this Contract for all services and materials is not anticipated to exceed a total contract amount of Eighty-Nine Million Seven Hundred Fifty-Six Thousand Seven Hundred Twenty-Nine dollars and no cents (\$89,756,729.00). The actual total amount paid will be based on the actual number of service hours completed, which may be more or less than the service hours anticipated to establish the contract amount. The COUNTY's obligations hereunder are subject to an annual appropriation by the Board of COUNTY Commissioners for the purposes of this Contract 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."

3. ARTICLE 9 - TERMINATION, paragraph A, section 3, is hereby amended to read as follows:

"The COUNTY's exercise of its rights under Article 34 and/or Exhibit A, Scope of Work, to shift or transfer up to six percent (6%) of the CONTRACTOR's runs and vehicles to another CONTRACTOR for the purpose of providing non-dedicated service or such other purpose deemed appropriate by COUNTY, shall not be deemed to constitute a partial termination for convenience. In addition, the COUNTY's exercise of its rights under Article 34 and/or Exhibit A, Scope of Work, to shift or transfer twenty percent (20%) or less of the CONTRACTOR's runs or vehicles or any portion of the Run Package (by a single or cumulative transfer(s)) shall not be deemed to constitute a partial termination for convenience.

4. ARTICLE 34 - MODIFICATIONS OF WORK, section a, is hereby amended and to read as follows:

"Shift up to 6% of the CONTRACTOR's runs to another CONTRACTOR for any reason. The CONTRACTOR acknowledges that it has taken into account the possibility that up to six percent (6%) of its runs and vehicles may be removed and transferred or shifted to another CONTRACTOR for the provision of non-dedicated services or for such other purposes deemed appropriate by COUNTY and that no increase in cost(s) will be due CONTRACTOR for any such changes."

5. EXHIBIT A, SCOPE OF WORK, SECTION 4.3, RUN PACKAGE MODIFICATION, is hereby amended to read as follows:

"Each CONTRACTOR will be assigned an approximate level of service based on forecast service as detailed in Attachment 2 to this Second Amendment, 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 two (2) 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 B 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 the Contract, and as described in Section 4.6.10, (*i.e.*, this may result in a shift of runs and vehicles among the two (2) 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 in this document."

6. EXHIBIT A, SCOPE OF WORK, SECTION 4.6.1 Vehicle Fleet, is hereby amended to read as follows:

"The COUNTY will be purchasing all vehicles for use under this Contract. Maintenance or other services vehicles are not supplied by COUNTY. As such, all vehicles at the start of the Contract will be new or low mileage. Palm Tran expects to replace vehicles when they reach 300,000 miles.

The current vehicle list and Run Package C assignments are included as Attachment 3 to this Second Amendment.

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

Vehicles will have the following equipment reinstalled:

- Q'Straint QRTMAX Securement system
- Braun Model NCL9191B-2 (except minivans)
- A six camera security system (AngelTrax)
- REI Reverse camera and monitor backing system
- Seating configurations to be determined
- "Mentor Ranger" in vehicle MDT unit

The COUNTY will utilize a Push-to-Talk (PTT) communication system through AT&T for all dispatch-to-driver communication functions. The COUNTY will provide and pay for the service plans for all communications devices for routes/drivers, road supervisors and window dispatchers. These plans will be limited to PTT functionality only. CONTRACTOR shall be required to purchase and maintain all handheld phone devices and ancillary equipment. The phone device will be greater than or equivalent to the AT&T SonmXP5700 (Voice, Camera, and GPS). Ancillary equipment may include, but is not limited to, chargers, ear buds and holster/belt clip."

7. EXHIBIT A, SCOPE OF WORK, SECTION 4.6.10 Vehicle Transition, of the Contract is hereby amended to read as follows:

"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 Scope of Work and the Vehicle Acceptance Agreement.



Except as modified by (f) below to address the termination of the contract with the entity performing the Run Package C CONTRACTORS, the shifting or transfer of runs and vehicles, 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(s) into a safe operating condition will be deducted from the invoice of the CONTRACTOR performing a different Run Package and who had been maintaining these vehicles.
- c) The above provision also includes all in-vehicle equipment to 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 p.m. and thoroughly cleaned before the transfer takes place. The CONTRACTOR accepting the vehicle shall provide written acceptance stating the vehicle is in acceptable working condition.
- e) At the end of the Contract, the exact same procedure, as listed above, will be followed.
- f) Shifting of vehicles from the current Run Package C provider as a result of contract termination:
  - 1. CONTRACTOR agrees to fully work with the current Run Package C provider during the transition period.
  - 2. The COUNTY and the CONTRACTOR will follow the Transition Timeline included as Attachment Four.

3. CONTRACTOR will provide the COUNTY, or its designee, a valid Certificate of Insurance compliant with the requirements of the COUNTY per the Transition Timeline.
4. On the dates set forth in Attachment 4 to this Second Amendment, and using the Vehicle Inspection form shown in Attachment 5 to this Second Amendment, CONTRACTOR will fully inspect all assigned vehicles at the Run Package C operating facility located at 1601 Hill Ave., West Palm Beach, FL 33407.
5. CONTRACTOR will provide the COUNTY, or designee, the completed inspection sheets per the Transition Timeline.
6. The COUNTY will endeavor to work with the Run Package C provider to complete all repairs as listed.
7. CONTRACTOR will be afforded a second vehicle inspection, per the Transition Timeline, to verify completed repairs or note new deficiencies which may have arisen since the first inspection. Repairs not made must also be noted.
8. CONTRACTOR will provide the COUNTY, or its designee, the second completed inspection sheets per the Transition Timeline.
9. Vehicles will be transitioned per the Transition Timeline.
10. Any repairs not made as of the date of transfer, will be documented by the CONTRACTOR on the Vehicle Inspection form, and be verified by the COUNTY, or its designee.
11. CONTRACTOR will make all necessary and approved repairs at its expense and invoice the COUNTY for said repairs. Invoices will include costs for parts and labor.
12. All paperwork, vehicle files, and spare keys will be turned over to the CONTRACTOR per the Transition Timeline.
13. Run Package C work as assigned will be provided per the Transition Timeline.
14. Proof of insurance will be provided per the Transition Timeline.
15. CONTRACTOR will be provided a ninety (90) day grace period to accomplish the repair of all body damage to transitioned vehicles.
16. CONTRACTOR will supply a timeline for hiring all personnel needed to perform the transferred runs and services, which

may include its employment of drivers previously performing the Run Package C Work (i.e., former employees of Maruti Fleet & Management, LLC). CONTRACTOR will complete required employee screenings and all documentation required by COUNTY pertaining to new hires and existing employee. This includes all DBE subcontractors.

17. CONTRACTOR will supply a timeline for completion of necessary vehicle repairs, bodywork, and parking.

18. In addition to hiring sufficient drivers, CONTRACTOR agrees to increase their support staff complement to include two additional mechanics, one road supervisor and one window dispatcher.”

8. EXHIBIT A, SCOPE OF WORK, SECTION 4.7 MAINTENANCE FACILITY, of the Contract is hereby amended to read as follows:

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.
  - 1. Run Package A garage must be located north of Forest Hill Blvd and include a remote facility for park-outs for the Belle Glade area.
  - 2. Run Package B garage must be located south of Forest Hill Blvd.
- 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 Package “B” must be able to accommodate program growth and/or vehicle reassignment of up to seventy (70) vehicles.
- f. The CONTRACTOR's facilities must have adequate maintenance area(s) to allow for the expeditious maintenance and repair of all vehicles.

- g. If the CONTRACTOR intends on provided in-house bodywork, the maintenance facility must have adequate space to accommodate.”
- 9. EXHIBIT B, PRICE PROPOSAL, APPENDIX A, is replaced with a revised “Exhibit B, Price Proposal” effective as of April 1, 2019, attached hereto as Attachment 6 to this Second Amendment.
- 10. ATTACHMENT 7 – CURRENT VEHICLE LIST, is hereby added, which confirms the existing vehicle assignments.
- 11. ATTACHMENT 8 – AREA AGENCY ON AGING REQUIRED CLAUSES  
CONTRACTOR is subject to and shall comply with the requirements set forth in the Certifications and Assurances, attached hereto as Attachment 8 to this Second Amendment.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**


IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment on the day and year first written above.

R2019 0242

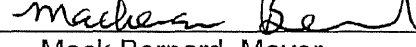
FEB 0 5 2019

ATTEST:

PALM BEACH COUNTY, by and through its  
BOARD OF COUNTY COMMISSIONERS  
SHARON R. BOCK  
CLERK & COMPTROLLER

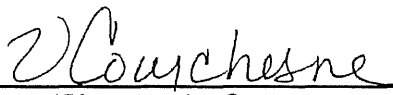
By:   
Deputy Clerk



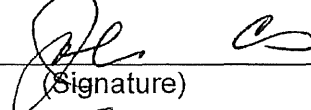
By:   
Mack Bernard, Mayor

ATTEST:


CONTRACTOR:  
FIRST GROUP AMERICA, INC.

By:   
(Signature)

Valeriu Couchesne  
(Print or Type Name)

  
(Signature)

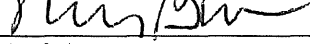
John Coons  
(Print or Type Name)

By:   
(Signature)

Dave VanSossen  
(Print or Type Name)

Regional Vice President  
(Print or Type Title)

Approved as to Form and  
Legal Sufficiency

By:   
County Attorney

Approved as to Terms and Conditions

By:   
Clinton Forbes, Executive Director, Palm Tran

ATTEST:

CONTRACTOR:  
FIRST TRANSIT, INC.

By: Valeriu Councchesne  
(Signature)

Valeriu Councchesne  
(Print or Type Name)

[Signature]  
(Signature)

John Coss  
(Print or Type Name)

By: [Signature]  
(Signature)

Dave Van Fossen  
(Print or Type Name)

Region Vice President

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions

By: [Signature]  
County Attorney

By: [Signature]  
Clinton Forbes, Executive Director, Palm Tran

ATTACHMENT 1 - VEHICLE ASSIGNMENT ACCEPTANCE AGREEMENT

NEW VEHICLE ASSIGNMENT ACCEPTANCE  
Implementing Contract (R2014-1541)

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1. VEHICLE ASSIGNMENT ACCEPTANCE. This ACCEPTANCE is signed by First Transit, Inc in furtherance of the CONTRACT with Palm Beach County (hereinafter referred as "the CONTRACTOR"). CONTRACTOR acknowledges that this Vehicle Assignment Acceptance was contemplated in RFP 14-041/SC and consideration was provided in said CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE B (R2014-1541).
2. TERM. The term for Vehicle assignment begins on January 6, 2015 and ends on January 31, 2022.
3. USEAGE. Vehicles are assigned by the COUNTY to the CONTRACTOR solely for the provision of transportation services in accordance with the CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE B (R2014-1541), between the COUNTY and the CONTRACTOR (hereinafter referred to as "the CONTRACT"). CONTRACTOR shall not use any vehicle assigned for any purpose other than expressly permitted under the CONTRACT.
4. VEHICLES. The COUNTY hereby assigns to the CONTRACTOR the vehicles fully described in Exhibit "A", attached hereto and by reference incorporated herein (the "Vehicles").
5. REGISTRATION AND TAXES. The COUNTY is responsible for all costs to register, title and license each vehicle described in Exhibit "A". All taxes associated with the vehicle are the COUNTY's responsibility.
6. ASSIGNMENT. The CONTRACTOR may not lease, assign or transfer any of its rights or obligations under the CONTRACT, as described in the CONTRACT, or sublet the vehicles to another party or permit any other entity to use any vehicle provided to CONTRACTOR for any purpose, without prior written consent of the COUNTY. If the COUNTY consents to such an assignment, the CONTRACTOR will continue to remain liable for all liabilities and responsibilities under the CONTRACT. The CONTRACTOR shall not permit any lien, claim or encumbrance to be filed against any vehicle or any action to be taken against the COUNTY on account of any labor, service, good, material or equipment used on any vehicle.

The COUNTY shall be made an intended third party beneficiary to any assignment, use agreement or other assignment that CONTRACTOR may make with a third party/subcontractors regarding the use, provision operation or acceptance of any vehicle, and the COUNTY shall have the right to enforce any of CONTRACTOR's rights. In addition, any regards that the third party /subcontractor may have shall be subcontracted to the rights and interest of the COUNTY.

7. SUBCONTRACTORS. The CONTRACTOR has full responsibility for any and all Subcontractors who will use the COUNTY Vehicles utilized under this Acceptance. Any Subcontractor Contracts which will utilize any Vehicles shown in Exhibit "A" must include for their review and CONTRACT, this Acceptance in its entirety. The COUNTY CONTRACT representative must be supplied a copy of the Acceptance document for the subcontractor in advance of a Vehicle being utilized by a subcontractor and such subcontract shall be fully consistent with the CONTRACT and not limit or prevent the COUNTY services it reflects under the CONTRACT.
8. ACCEPTANCE. Upon delivery of the Vehicles as described in Exhibit "A", the parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") detailing the condition of each vehicle. Upon acceptance, the CONTRACTOR shall assume responsibility for the vehicles until such time that the vehicles are returned to the COUNTY. The Vehicles shall be returned to the COUNTY in the same condition as originally delivered, ordinary wear and tear excepted.
9. INSURANCE. Insurance will be provided by the CONTRACTOR in accordance with the Article 16 of the CONTRACT.
10. WARRANTIES. The CONTRACTOR accepts the vehicles "as is." The CONTRACTOR acknowledges that the COUNTY is not the manufacturer, the agent of the manufacturer, or the distributor of the vehicles hereunder. COUNTY makes no warranty or representation, express or implied of any kind or purpose, as to the fitness, safeness, design, merchantability, condition, quality, capacity or workmanship of the vehicles nor any warranty that the vehicles will satisfy the requirements of any law or CONTRACT specification, and as between the COUNTY and the CONTRACTOR, the CONTRACTOR agrees to bear all such risks at its sole risk and expense. No warranties are made as to patent infringement or any latent defect. The CONTRACTOR acknowledges that it shall make a detailed inspection of each Vehicle and correct any condition that may interfere with or affect its safe operation or use, or create danger to any person or property prior to using or operating any Vehicle. The CONTRACTOR reserves the right to reject any Vehicle that, upon inspection by CONTRACTOR, appears damaged, unfit, non-functioning or dangerous. Nothing contained in RFP-14-041/SC and any amendments issued thereto, all information and questions answered and no oral representation or statements made regardless of the time given shall not



create a warranty of any kind or nature. The CONTRACTOR specifically waives its rights to make claim against the COUNTY for any Vehicle for breach or any warranty of any kind whatsoever and as to the COUNTY, the CONTRACTOR accepts the Vehicles "as is." In no event shall COUNTY be liable for special, incidental, or consequential damages whatsoever or howsoever caused.

No warranties, whether express or implied, are given. All warranties of merchantability and fitness for any or an implied or particular purpose are expressly excluded. Palm Beach County shall not be liable for any general, special, direct or indirect damages, including without limitation, any lost profits, savings or other consequential, exemplary or incidental damages arising out of this agreement and/or the CONTRACTOR's use or operation of the buses. Neither Palm Beach County nor Palm Tran, Inc. shall be liable for any claim for damages, including but not limited to personal injury, property damage or death, based upon a claim in contract, tort (including negligence), misrepresentation strict liability or breach of warranty.

All warranty repair work must be coordinated with and through the Vehicle Dealer with notice to the COUNTY.

11. RIGHT OF INSPECTION. The COUNTY reserves the right to inspect and observe the use of the vehicles at any time with or without prior notice to the CONTRACTOR or any of its subcontractors. Upon inspection, if the vehicles are found in an unsatisfactory condition, the COUNTY may require the CONTRACTOR to make immediate repairs. In lieu of such repairs, the COUNTY may elect to perform or have performed the necessary repairs at the CONTRACTOR's sole expense.
12. THEFT OR DESTRUCTION OF VEHICLES. The CONTRACTOR shall be solely responsible for any and all losses associated with the theft or destruction of the vehicles or the rendering of the vehicles unsuitable for their intended use, including, but not limited to, damage due to burglary, vandalism, fire, riot, insurrection, act of God, accident, or any other casualty. The CONTRACTOR shall promptly report to the COUNTY any damage to the vehicles within twenty four (24) hours.
13. NO PROPERTY INTEREST IN VEHICLES. The vehicles shall be titled and remain in the name of the COUNTY. The CONTRACTOR shall acquire no property interest in the vehicles by virtue of, or operation of, the CONTRACT, this Acceptance, and the vehicles shall remain the property of the COUNTY throughout the term of the CONTRACT. The CONTRACTOR shall not disturb, remove or obstruct any COUNTY property tags, labels or other signage affixed to the vehicles.

14. CONTRACTOR RESPONSIBILITIES. The CONTRACTOR shall have the following duties which it agrees will be faithfully executed during the term of the CONTRACT:

- a. The CONTRACTOR shall inspect each vehicle, and its equipment, as needed and as frequently as determined necessary by the COUNTY.
- b. The CONTRACTOR shall operate Vehicles and use all installed equipment in a careful and proper manner and shall comply with the CONTRACT and all Federal, State, Local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicles. The CONTRACTOR shall be solely responsible for and agrees to pay any and all fines, penalties, citations, parking tickets or court process (all referred to as "Fines") issued in connection with the use of the Vehicles. The COUNTY has no responsibility for any fines, penalties, liability, tickets, fee charge assignment relating to the use of the Vehicles. If the COUNTY receives any court process related to CONTRACTOR's use of Vehicles, the COUNTY will tell the court that the CONTRACTOR must pay any legitimate fines. If the CONTRACTOR fails to pay or settle any such fine, the COUNTY may pay it for the CONTRACTOR and the CONTRACTOR will reimburse the COUNTY on demand any sum paid or the COUNTY may deduct the amount from any monies due CONTRACTOR, or County Department appropriate in its sole discretion.
- c. The CONTRACTOR shall ensure that each Vehicle is operated only by a fully qualified, competent, licensed driver in accordance with the terms of the CONTRACT.
- d. The CONTRACTOR shall retain a spare key for each vehicle.
- e. The CONTRACTOR will perform all Vehicle maintenance in accordance with the CONTRACT. The CONTRACTOR shall be solely responsible for the quality and workmanship of all repairs and maintenance to the vehicles and nothing herein shall relieve the CONTRACTOR of its obligation to properly maintain the vehicles. All parts and materials, including lubricants and fuel, used in maintaining or operating the vehicle(s) shall be in accordance with the vehicle's manufacturer's specifications for said parts and materials. Vehicle parts must be Original Equipment Manufacturer (OEM) parts, as available.
- f. The CONTRACTOR will not modify nor make no structural or other significant alterations to the Vehicles without the prior written consent of the COUNTY. Any accessories, equipment or parts permanently installed in or on the Vehicles with

or without the COUNTY's permission become the property of the COUNTY and part of the vehicles

- g. The CONTRACTOR agrees not to use or permit the use of the Vehicles: (a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the Vehicles; (c) transport any unauthorized passengers; or (d) provide any services or function not authorized by the COUNTY and expressly provided for under the CONTRACT.
- h. The CONTRACTOR shall be required to prepare and keep Vehicle files by Vehicle number, documenting each Vehicle's maintenance history including, but not limited to: pre-trip inspections, preventative maintenance, scheduled maintenance, inspections, parts, usage, unscheduled maintenance, and accident repairs. Said files shall be kept current throughout the duration of the CONTRACT and a copy shall be provided to the COUNTY upon request and upon the termination or expiration of the CONTRACT or the transfer of a Vehicle to another paratransit service CONTRACTOR. The COUNTY shall have unrestricted access to all Vehicle maintenance records during the term of the CONTRACT.
- i. The CONTRACTOR will not place any Vehicle into service which does not meet the requirements of the CONTRACT and which is not assigned in accordance with the requirements of the CONTRACT. Any out of service Vehicle must be returned into service within five (5) calendar days. In the event that a Vehicle will not be back in service within five (5) calendar days due to the unavailability of parts or the nature of the repair, the CONTRACTOR shall notify the COUNTY in writing, immediately and include the reason for the delay. The CONTRACTOR must have written approval from the CONTRACT Administrator for any repair that will keep a Vehicle out of service for more than five (5) calendar days.
- j. The CONTRACTOR shall be solely responsible for the operation of each Vehicle in accordance with all federal, state, and local regulations. Additionally, the CONTRACTOR shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicles. The CONTRACTOR shall utilize every practicable safeguard so as to minimize the discharge of pollutants. The CONTRACTOR shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the Services provided by CONTRACTOR hereunder.

- k. In the event a vehicle sustains damage, it shall be the responsibility of the CONTRACTOR to make any and all repairs at its sole expense using only OEM parts, as available, in accordance with manufacturer's specifications. The COUNTY reserves the right, but not the obligation, to inspect all repairs.

In the event a vehicle is damaged beyond repair (totaled), all insurance proceeds received from the CONTRACTOR's insurance policy shall be turned over to the COUNTY in their entirety. Prior to the final settlement with the insurer, the COUNTY's Risk Management Department shall be contacted to approve the settlement amount. If the amount appears to be less than the actual cash value (ACV) of the vehicle in question, the COUNTY reserves the right to hire an independent adjuster to review the claim in anticipation of further negotiation prior to a final settlement. In no case shall a totaled vehicle claim be settled without COUNTY approval.

15. COUNTY'S RESPONSIBILITIES. The COUNTY will have the following duties, which it agrees will be faithfully executed during the term of the CONTRACTOR:

- a. Inspections will occur as needed and frequently as determined by the COUNTY. The COUNTY will complete a visual and mechanical inspection of each Vehicle, a comprehensive review of each Vehicle's maintenance file, a crosscheck of the reported repairs compared to the actual on Vehicle parts and signs of excessive wear.
- b. Beginning January 5, 2015, the COUNTY will transfer possession of the Vehicles shown on Exhibit "A" to the CONTRACTOR. The parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") detailing the condition of each vehicle and verify CONTRACTOR acceptance of the Vehicle.

16. VEHICLE TRANSFER PROCESS - "FROM". During the term of the CONTRACT, vehicles may be reassigned and transferred FROM the CONTRACTOR due to changes in demand, partial termination or the expiration of the CONTRACT, as specified in the CONTRACT:

- a. The COUNTY will determine the number of vehicles to be transferred from the CONTRACTOR.
- b. The COUNTY will notify the CONTRACTOR in writing of the intent to transfer vehicles from the CONTRACTOR at least seven days prior to the transfer and

include the reason for the transfer.

- c. The CONTRACTOR will return the vehicles to the COUNTY in the same condition they were in when delivered to the CONTRACTOR, subject to reasonable wear and tear. The CONTRACTOR shall not be responsible for the depreciation resulting from the authorized use of the Vehicles.
- d. The COUNTY will select the vehicles to be transferred. Vehicles will be selected from the middle third of the "from" CONTRACTOR's fleet, as determined by vehicle mileage.
- e. The CONTRACTOR shall make selected vehicles available to the COUNTY and the "TO" CONTRACTOR for inspection prior to the specified date of the transfer.

17. VEHICLE TRANSFER PROCESS - "TO". During the term of the CONTRACT, Vehicles may transfer TO the CONTRACTOR, due to changes in demand, partial termination of another CONTRACTOR, as provided in the CONTRACT.

- a. The CONTRACTOR shall acknowledge and understand the Vehicles transferred "to" are used and CONTRACTOR accepts the Vehicles "as is" for all purposes of this Assignment.. CONTRACTOR and COUNTY agree that (a) CONTRACTOR and COUNTY will inspect the Vehicles and identify existing defects; (b) CONTRACTOR will provide COUNTY a list of defects on the Vehicles as a result of said inspection; (c) that COUNTY and CONTRACTOR shall agree on a list of all noted defects and thereafter, CONTRACTOR accepts the Vehicles "as is" for all purposes of the CONTRACT and this Vehicle Assignment Acceptance ; (d) and verify the vehicle transfer and vehicle condition through a Mid-Contract Vehicle Acceptance Form.
- b. The COUNTY will exclude from the "from" vehicle list any vehicles that (1) have undergone excessive breakdowns, maintenance and/or repairs, (2) have displayed fuel and oil consumption exceeding the fleet/vehicle type average, and/or (3) have been involved in one or more accidents.
- c. The COUNTY will also identify up to three "contingency" vehicles in case the vehicles inspected have more than reasonable wear and tear, or there appear to be "hidden" repairs not appearing on the maintenance history report.
- d. The vehicle maintenance file will be made available to the CONTRACTOR for

review.

- e. The CONTRACTOR may refuse to accept any Vehicle due to mechanical concerns. In such case the COUNTY will select another vehicle for transfer.
- f. Once the vehicle is accepted, it is accepted "as is" and all further maintenance requirements are the responsibility of the "to" CONTRACTOR.

18. CONTRACT TERMINATION. If, upon CONTRACT termination, the COUNTY's appraisal determines that the vehicles have been subject to excess wear and tear, the CONTRACTOR will be responsible and liable for the cost to restore the vehicles to the required condition, subject to the CONTRACTOR's right to obtain its own appraisal and/or dispute the amount owed as provided by applicable law. Standards that COUNTY applies in determining that the vehicles have been subject to excess wear and tear are:

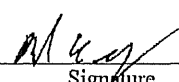
- a. The manufacturer's maintenance schedule has not been met;
- b. The vehicles will not pass any inspection to which it is or will be subject;
- c. The vehicles does not have all undamaged matching tires or brake linings with at least 50% of the original tread life of each tire or with at least 50% of the useable brake linings remaining;
- d. The vehicles are not returned with the same equipment and accessories, in working order, as installed at time of delivery to CONTRACTOR;
- e. There are rips, tears, burns, soiling, graffiti or excessive wear to the carpet or other flooring, seats, doors, windows, headliner or dashboard;
- f. There are scratches, dents, pits, rust areas, mismatches of paint or cracks in the fenders, bumpers, grill, roof, hood, trunk or doors, or other body damage or improper repairs;
- g. The vehicles paint is in a worse condition than when originally assigned and accepted, accepted and such deterioration of paint is not assignable to ordinary wear and tear;
- h. The engine, drive train, wheelchair lift or any other mechanical, safety or electrical parts do not operate properly;
- i. There are any unapproved special identifications, markings or modifications anywhere on the vehicles;
- j. The windows, lenses or lights are cracked, faded or broken and such deterioration is not windows or lenses or lights is not assignable to ordinary wear and tear;
- k. Damage has resulted from sand, excessive use, abuse, misuse, negligence or accident.
- l. The vehicles must be clean, both interior and exterior.

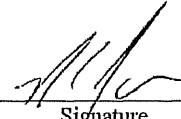
19. In all cases, The COUNTY, shall have the right to inspect and to approve the condition of the Vehicles prior to COUNTY acceptance, and should the COUNTY determine that the vehicle is not in the proper condition, the CONTRACTOR shall at its sole cost and expense remedy any and all deficiencies identified by the COUNTY. The return of the vehicles at the end of the CONTRACT term must be scheduled with the COUNTY so that it can inspect the vehicles for acceptance on their return. In the event the CONTRACTOR fails to deliver the vehicles to the COUNTY as set forth above, the COUNTY shall have the right to take immediate possession of the vehicles, and the CONTRACTOR be solely responsible for and shall reimburse to COUNTY all expenses (which expenses shall include, but not be limited to any and all legal fees and costs) incurred by the COUNTY in effectuating such repossession and the restoration of the vehicles to the proper condition. COUNTY shall have the right to deduct all owed expense from any payments due to the CONTRACTOR.

CONTRACTOR:

First Transit, Inc

Palm Tran

By:   
Signature  
Richard Gonzalez  
Typed Name  
General Manager  
Title  
1-9-15  
Date

By:   
Signature  
Ron Jones  
Typed Name  
Director, Palm Tran Connection  
Title  
1/5/15  
Date



**Exhibit A - Vehicle List**

**Exhibit B - New Vehicle Acceptance Form**

Vehicle #: \_\_\_\_\_ Mileage: \_\_\_\_\_ VIN # (last 5 digits): \_\_\_\_\_

Vehicle Exterior (Check if Compliant)	
Cleanliness	Windshield Wipers/Washer
Side Mirrors	Horn
Hazards (Flashers)	Headlights (High/Low Beam)
Turn Signals	Parking Lights
Brake Lights	Back Up Alarm
Back Up Lights	Battery Storage Box
Window Operation/Condition	Windshield (No Cracks or Chips)
CONNECTION Logo / Signage	
Body Damage / Exterior paint (Greater than 1"): _____	
_____	
_____	
Vehicle Interior (Check if Compliant)	
MDT Device	Spill Kit
Speedometer	First Aid Kit
Valid Registration Card	Seatbelt Extensions
Accident & Emergency Procedure Checklist	Rear View Mirror
Back Up Camera & Screen	Interior Lights
Signage	Air Conditioning (Temp _____ F)
Condition of Floor	Emergency Triangles/Flares (3 Secured)
Fire Extinguisher (Charged & Mounted)	Steering
Web Cutter	Seat Belts
Seat Condition	W/C Securement Container/Pouch
Spare Tire	Cleanliness
Surveillance Camera & and Controller	Lift Manual Pump Handle
4 Point W/C Tie Downs (1 set per position)	Fire Suppression System(Charged and Mounted)
Oxygen Tank Holder	W/C Straps
Tire Condition (Note any Deficiency): _____	
_____	
_____	
Vehicle Mechanical (Check if Compliant)	
Exhaust System, Muffler Strap	No Fluid Leaks
Lug Nuts (If Missing, Specify Wheel _____ )	Emergency Brake
Engine Warning Lights/Gauges	Fire Suppression System
Vehicle Transmission	Brakes
Brake Interlock System	Lift Roll Stop
W/C Lift	Transit Door
A/C System (Front and Rear)	

**Vehicle Acceptance Document**

Vehicle #: \_\_\_\_\_ Mileage: \_\_\_\_\_ VIN # (last 5 digits): \_\_\_\_\_

Date: \_\_\_\_\_

Vehicle number # \_\_\_\_\_ has been assigned to (VENDOR). (VENDOR) has taken position of this vehicle and hereby agrees that the vehicle meets all Contract requirements and accepts this vehicle "as is."

Inspection performed by (print): \_\_\_\_\_ Sign: \_\_\_\_\_  
(Palm Tran)

Carrier Representative (print): \_\_\_\_\_ Sign: \_\_\_\_\_  
(Vendor)

ATTACHMENT 2 – SERVICE DEMAND FORECAST

Attachment Two - Service Demand and Estimated Hours										
Annual Service Estimates										
Contract Year	Term (Feb to Jan)	Annual Trips	Growth Rate	Annual Miles	Growth Rate	Total Annual Hours	Growth Rate	Annual Fuel Cost	Growth Rate	Weekday Hours
1	2015-16	869,827		10,669,444		548,936		\$ 3,478,346		
2	2016-17	894,748	3%	10,754,450	1%	602,979	10%	\$ 3,242,152	-7%	
3	2017-18*	920,884	3%	10,998,971	2%	619,671	3%	\$ 3,656,603	13%	
4	2018-19	959,285	4%	11,471,168	4%	648,737	5%	\$ 3,987,967	9%	
5a	2019-20**	166,276		1,988,336		112,448		\$ 691,248		98,954
5b		831,381	4%	9,941,679	4%	562,239	4%	\$ 3,655,636	9%	494,770
6	2020-21	1,037,563	4%	12,407,215	4%	701,674	4%	\$ 4,781,572	10%	617,473
7	2021-22	1,079,066	4%	12,903,504	4%	729,741	4%	\$ 5,259,730	10%	642,172
*Adjusted for Hurricane										
** Estimated 4% Annual Growth - 1.48 Annual Productivity										
Red Notes Actuals										
Package "A" - 50% North County* / MV										
Contract Year	Term (Feb to Jan)	Estimated Annual Trips	Estimated Annual Miles	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday
1	2015-16									
2	2016-17									
3	2017-18*									
4	2018-19									
5a	2019-20**	66,510	795,334	44,979	37,108	7,871		1,098	908	
5b		415,690	4,970,839	281,120	241,763	39,357		1,142.19	908	
6	2020-21	518,782	6,203,608	350,837	301,720	49,117		1,188	945	
7	2021-22	539,533	6,451,752	364,871	313,789	51,082		1,235	982	
		1,540,515	18,421,533	1,041,806	894,379	147427.168				
Package "B" - 50% South County / First Transit										
Contract Year	Term (Feb to Jan)	Estimated Annual Trips	Estimated Annual Miles	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday
1	2015-16									
2	2016-17									
3	2017-18*									
4	2018-19									
5a	2019-20**	66,510	795,334	44,979	39,357		5,622	1,151		649
5b		415,690	4,970,839	281,120	253,008		28,112	1,195		649
6	2020-21	518,782	6,203,608	350,837	315,753		35,084	1,243		675
7	2021-22	539,533	6,451,752	364,871	328,384		36,487	1,293		702
		1,540,515	18,421,533	1,041,806	936,501		105,305			
Package "C" - 20% South County										
Contract Year	Term (Feb to Jan)	Estimated Annual Trips	Estimated Annual Miles	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday
1	2015-16									
2	2016-17									
3	2017-18*									
4	2018-19									
5a	2019-20**	33,255	397,667	22,490	22,490			89		
5b										
6	2020-21									
7	2021-22									
		33,255	397,667	22,490	22,490			89		

ATTACHMENT 3 – CURRENT VEHICLE ASSIGNMENTS AND RUN PACKAGE C VEHICLE  
ASSIGNMENTS

FIRST TRANSIT'S VEHICLE ACQUISITION									
	Configuration	Lift Maker	VIN Number	Year of Chassis	Make	MFG	PTC Bus #	Tag #	County Asset #
1	6/2	RICON	1FDWE3FL8FDA03398	2015	FORD E350	VANTERRA XL	5709	TC8297	101977620000000
2	6/2	RICON	1FDWE3FLXFDA03399	2015	FORD E350	VANTERRA XL	5710	TC4860	101977630000000
3	6/2	RICON	1FDWE3FL8FDA03403	2015	FORD E350	VANTERRA XL	5713	TC4862	101977660000000
4	6/2	RICON	1FDWE3FLXFDA03404	2015	FORD E350	VANTERRA XL	5714	TC8278	101977670000000
5	6/2	RICON	1FDWE3FL3FDA03406	2015	FORD E350	VANTERRA XL	5716	TC8290	101977690000000
6	6/2	RICON	1FDWE3FL9FDA03409	2015	FORD E350	VANTERRA XL	5717	TC8294	101977700000000
7	6/2	RICON	1FDWE3FL9FDA03393	2015	FORD E350	VANTERRA XL	5718	TD7159	101977710000000
8	6/2	RICON	1FDWE3FL0FDA03394	2015	FORD E350	VANTERRA XL	5719	TC8300	101977720000000
9	6/2	RICON	1FDWE3FL5FDA03407	2015	FORD E350	VANTERRA XL	5720	TC8295	101977730000000
10	6/2	RICON	1FDWE3FL5FDA00832	2015	FORD E350	VANTERRA XL	5723	TC8296	101977760000000
11	6/2	RICON	1FDWE3FL8FDA00825	2015	FORD E350	VANTERRA XL	5724	TC8285	101977770000000
12	6/2	RICON	1FDWE3FLXFDA00826	2015	FORD E350	VANTERRA XL	5725	TC8302	101977780000000
13	6/2	RICON	1FDWE3FL5FDA00829	2015	FORD E350	VANTERRA XL	5726	TC8284	101977790000000
14	6/2	RICON	1FDWE3FL7FDA00833	2015	FORD E350	VANTERRA XL	5727	TC8281	101977800000000
15	6/2	RICON	1FDWE3FL1FDA00827	2015	FORD E350	VANTERRA XL	5729	TC8301	101977820000000
16	6/2	RICON	1FDWE3FL6FDA03397	2015	FORD E350	VANTERRA XL	5730	TC8289	101977830000000
17	3/1	RAMP	2C7WDGBG1ER476565	2014	Dodge	Grand Caravan	4831	TD0099	101978000000000
18	3/1	RAMP	2C7WDGBG3ER476566	2014	Dodge	Grand Caravan	4832	TD0080	101978010000000
19	3/1	RAMP	2C7WDGBG5ER476567	2014	Dodge	Grand Caravan	4833	TD0079	101978020000000
20	3/1	RAMP	2C7WDGBG7ER476568	2014	Dodge	Grand Caravan	4834	TD0081	101978030000000
21	3/1	RAMP	2C7WDGBG9ER476569	2014	Dodge	Grand Caravan	4835	TD0083	101978040000000
22	3/1	RAMP	2C7WDGBG5ER476570	2014	Dodge	Grand Caravan	4836	TC9985	101978050000000
23	3/1	RAMP	2C7WDGBG7ER476571	2014	Dodge	Grand Caravan	4837	TD0098	101978060000000
24	3/1	RAMP	2C7WDGBG9ER476572	2014	Dodge	Grand Caravan	4838	TD8705	101978070000000
25	3/1	RAMP	2C7WDGBG0ER476573	2014	Dodge	Grand Caravan	4839	TD8707	101978080000000
26	3/1	RAMP	2C7WDGBG2ER476574	2014	Dodge	Grand Caravan	4840	TC9986	101978090000000

ATTACHMENT 4 – TRANSITION TIMELINE

<u>Day and Date</u>	<u>Calendar Days Prior to final day of service</u>	<u>EVENT DESCRIPTION</u>
Saturday, February 09, 2019	(48)	First Transit – First Vehicle Inspection (TEN MINIVANS)
Sunday, February 10, 2019	(47)	MV – First Vehicle Inspection (TEN MINIVANS PLUS FOUR CUTAWAYS)
Monday, February 11, 2019	(46)	First Transit – First Vehicle Inspection Reports Submitted to County/Palm Tran Connection
Tuesday, February 12, 2019	(45)	MV – First Vehicle Inspection Reports Submitted to County/Palm Tran Connection
Saturday, February 16, 2019	(41)	First Transit – Second Vehicle Inspection (EIGHT CUTAWAYS)
Sunday, February 17, 2019	(40)	MV – Second Vehicle Inspections (If Needed)
Monday, February 18, 2019	(39)	First Transit – Second Inspection Reports Submitted to County/Palm Tran Connection.
Tuesday, February 19, 2019	(38)	MV – Second Vehicle Inspection Reports Submitted to County/Palm Tran Connection (IF NEEDED)
Saturday, March 09, 2019	(20)	First Transit – Third Vehicle Inspection (EIGHT CUTAWAYS)
Sunday, March 10, 2019	(19)	MV – Third Vehicle Inspection (If Needed)
Monday, March 11, 2019	(18)	First Transit – Third Vehicle Inspection Reports Submitted to County/Palm Tran Connection. Inspections and Reports for vehicle transfer completed.
Tuesday, March 12, 2019	(17)	MV – Third Vehicle Inspection Reports Submitted to County/Palm Tran Connection. Inspections and Reports for vehicle transfer completed.
Saturday, March 16, 2019	(13)	
Sunday, March 17, 2019	(12)	
Monday, March 18, 2019	(11)	
Tuesday, March 19, 2019	(10)	
Monday, March 25, 2019		First Maruti Progress Payment Withheld
Friday, March 29, 2019	-	Last Day of Service for Maruti
Friday, March 29, 2019	-	ALL Final Repairs Completed BY MARUTI
<u>Day and Date</u>	<u>CALENDAR DAYS, POST TERMINATIO</u>	<u>EVENT DESCRIPTION</u>
Saturday, March 30, 2019	1	First Transit transfer of Spare keys, Vehicle Documentation, Vehicle Maintenance Files
Saturday, March 30, 2019	1	First Transit - Final Vehicle Inspection, plus vehicle transfer to First Transit Operating Base
Sunday, March 31, 2019	2	MV transfer of Spare keys, Vehicle Documentation, Vehicle Maintenance Files
Sunday, March 31, 2019	2	MV - Final Vehicle Inspection, plus vehicle transfer to MV Transit Operating Base
Sunday, March 31, 2019	2	Vehicle Acceptance Agreement with Maruti Fleet and Management terminates
Monday, April 01, 2019	3	First Day of New Service Delivery Model (Minus Maruti)
Monday, April 01, 2019	3	Second Maruti Progress Payment Withheld
Wednesday, April 03, 2019	5	First Transit – Final Vehicle Inspection Report Submitted to County/ Palm Tran Connection to include any and all costs incurred to repair vehicles formerly operated by Maruti.
Thursday, April 04, 2019	6	MV – Final Vehicle Inspection Report Submitted to County/Palm Tran Connection to include any and all costs incurred to repair vehicles formerly operated by Maruti.
Friday, April 12, 2019	14	Final Reports Due to County/Palm Tran Connection. Please refer to seperation agreement for specific reports.
Monday, April 15, 2019	17	Final Invoice Due to County/Palm Tran Connection.
Monday, April 15, 2019	17	Verification of Final Payroll.
Monday, July 08, 2019	101	Final Invoice Paid
Monday, July 08, 2019	101	Bond Released

ATTACHMENT 5 – INSPECTION FORM

Vehicle Safety Inspection



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**

<input type="checkbox"/> Cleanliness		
<input type="checkbox"/> CONNECTION Logo		
<input type="checkbox"/> Windshield (No Cracks or Chips)		
<input type="checkbox"/> Window Operation/Condition		
<input type="checkbox"/> Windshield Wipers/Washer		
<input type="checkbox"/> Mirrors		
<input type="checkbox"/> Horn		
<input type="checkbox"/> Hazards (Flashers)		
<input type="checkbox"/> Headlights (High/Low Beam)		
<input type="checkbox"/> Turn Signals		
<input type="checkbox"/> Parking/Running Lights		
<input type="checkbox"/> Brake Lights		
<input type="checkbox"/> Back Up Lights/Akam/Camera		
<input type="checkbox"/> Exhaust System, Muffler/Silop		
<input type="checkbox"/> Fluid Leaks		
<input type="checkbox"/> Vehicle Number		
<input type="checkbox"/> Lug Nuts (If Missing, Specify Wheel)		
<input type="checkbox"/> Tire Tread Condition & Depth		

**Vehicle Interior**

<input type="checkbox"/> Cleanliness	<input type="checkbox"/> Rear View Mirror	<input type="checkbox"/> Fire Suppression System
<input type="checkbox"/> Valid FL Registration	<input type="checkbox"/> First Aid Kit	<input type="checkbox"/> Seat Belts
<input type="checkbox"/> Current Insurance Card	<input type="checkbox"/> Interior Lights	<input type="checkbox"/> Seatbelt Extensions
<input type="checkbox"/> Spill Kit	<input type="checkbox"/> Air Conditioning Temperature (Front A/C)	<input type="checkbox"/> W/C Securement Container/Pouch
<input type="checkbox"/> Speedometer	<input type="checkbox"/> Air Conditioning Temperature (Rear A/C)	<input type="checkbox"/> AVL/MDT (Proper Operation)
<input type="checkbox"/> Communication Device / Radio	<input type="checkbox"/> Engine Warning Lights/Gauges	<input type="checkbox"/> Condition of Floor
<input type="checkbox"/> Seal Condition	<input type="checkbox"/> Emergency Triangles/Flares (3 Secured)	<input type="checkbox"/> Surveillance Cameras
<input type="checkbox"/> Accident & Emergency Procedure Checklist	<input type="checkbox"/> Fire Extinguisher	<input type="checkbox"/> Video Red Light Blinking
<input type="checkbox"/> Steering	<input type="checkbox"/> (Min 6 lb Charged & Mounted w/Gauge)	
<input type="checkbox"/> Service Emergency Brakes		
<input type="checkbox"/> Interior Signs: No Smoking	<input type="checkbox"/> Emergency Exit	<input type="checkbox"/> Complaint Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> No Eating or Drinking on Vehicle
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Video/Audio Surveillance

**ADA**

<input type="checkbox"/> Brake Interlock System	<input type="checkbox"/> Lift Operation	<input type="checkbox"/> Condition of 3 Point Restraints	<input type="checkbox"/> Lift Manual Pump Handle
<input type="checkbox"/> Lift Roll Stop	<input type="checkbox"/> Condition of W/C 4 Point Tie Downs	<input type="checkbox"/> # of 3 Point Restraints	<input type="checkbox"/> Slip Resistant Steps/Ramp
<input type="checkbox"/> Lift Ramp	<input type="checkbox"/> # of 4 Point W/C Tie Downs	<input type="checkbox"/> # of Blue Loops	<input type="checkbox"/> Web Culler

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 in service.

COMMENTS/ CONCERNS:

Inspection performed by: \_\_\_\_\_ Carrier Representative: \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Revised: 8/22/18

ATTACHMENT 6 – REVISED PRICE PROPOSAL PAGES

Page 1 of 19<sub>1</sub> is hereby amended to the Contract and shall provide as follows:

The following price is submitted as the all inclusive price to provide paratransit service to Palm Tran Connection in accordance with the Requirements/Scope of Work/Services set forth in this RFP document. Proposal Option (check one):

- ☐ 40% Run Package "A"
- ☒ 40% Run Package "B"

TOTAL PROPOSED PRICE FOR ALL SEVEN (7) YEARS: \$89,756,729

Page 3 of 19<sub>1</sub> is hereby amended to the Contract and shall provide as follows:

REVISED - APPENDIX A  
PRICE PROPOSAL PAGES RFP NO. 14-041 / SC

Cost Summary*									
Run Package: B									
	Year 1	Year 2	Year 3	Year 4	Year 5 A	Year 5 B	Year 6	Year 7	Total
Mobilization Costs	\$ 424,913				\$ 100,000	\$ -			\$ 524,913
Fixed Costs	\$ 1,470,825	\$ 1,611,859	\$ 1,633,215	\$ 1,689,593	\$ 290,560	\$ 1,452,798	\$ 1,775,144	\$ 1,843,585	\$ 11,767,578
Variable Costs	\$ 6,395,721	\$ 6,920,369	\$ 7,486,993	\$ 8,323,067	\$ 1,501,403	\$ 9,383,769	\$ 12,005,647	\$ 12,139,246	\$ 64,156,215
Fuel Costs	\$ 1,481,256	\$ 1,361,861	\$ 1,593,739	\$ 1,664,794	\$ 362,859	\$ 1,814,293	\$ 2,394,867	\$ 2,634,354	\$ 13,308,023
Annual Costs	\$ 9,772,715	\$ 9,894,089	\$ 10,713,947	\$ 11,677,454	\$ 2,254,821	\$ 12,650,860	\$ 16,175,658	\$ 16,617,185	\$ 89,756,729

Page 15 of 19<sub>1</sub> Form B-3, is hereby amended to the Contract and shall provide as follows:

APPENDIX A PRICE PROPOSAL PAGES RFP NO. 14-041/ SC Fixed Variable Annual Expense Form B-3									
Proposal Package:	B								
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5 A	Yr 5 B	Yr 6	Yr 7	Total
Per Actual Vehicle Hours Variable Reimbursement Rates									
Complete this section if proposing on 40% run package ("A" or "B")									
73 Est. Actual Vehicle Hours per Year (40% package)	221,612	225,836	243,717	256,331	44,979	281,120	350,837	364,871	1,993,303
74 Total Variable Cost (Row 49)	\$ 6,395,721.00	\$ 6,920,368.91	\$ 7,486,992.71	\$ 8,323,067.00	\$ 1,501,403.06	\$ 9,383,769.28	\$ 12,005,647.27	\$ 12,139,246.06	\$ 64,156,215.31
75 Variable Cost per Revenue-Hour (Row 53/Row 52)	\$ 28.86	\$ 30.11	\$ 30.72	\$ 32.47	\$ 33.38	\$ 33.38	\$ 34.22	\$ 33.27	\$ 32.19



ATTACHMENT 7 – CURRENT VEHICLE LIST

First Transit									
	Configuration	Lift Maker	VIN Number	Year of Chassis	Make	MFG	PTC Bus #	Tag #	County Asset #
1	12/2 Propane	BRAUN	1FDFF4FS8EDB17154	2014	Ford E450	23' Champion Challenger	4601 - P	TD9502	101975940000000
2	12/2 Propane	BRAUN	1FDFF4FSXEDB17155	2014	Ford E450	23' Champion Challenger	4602 - P	TD9503	101976890000000
3	12/2 Propane	BRAUN	1FDFF4FS1EDB17156	2014	Ford E450	23' Champion Challenger	4603 - P	TD8487	101970570000000
4	12/2 Propane	BRAUN	1FDFF4FS3EDB17157	2014	Ford E450	23' Champion Challenger	4604 - P	TD9564	101976900000000
5	12/2 Propane	BRAUN	1FDFF4FS5EDB17158	2014	Ford E450	23' Champion Challenger	4605 - P	TB8029	101976910000000
6	12/2 Propane	BRAUN	1FDFF4FS7EDB17159	2014	Ford E450	23' Champion Challenger	4606 - P	TB8030	101975950000000
7	12/2 Propane	BRAUN	1FDFF4FS3EDB17160	2014	Ford E450	23' Champion Challenger	4607 - P	TB8048	101970580000000
8	12/2 Propane	BRAUN	1FDFF4FS5EDB17161	2014	Ford E450	23' Champion Challenger	4608 - P	TD8540	101977430000000
9	12/2 Propane	BRAUN	1FDFF4FS7EDB17162	2014	Ford E450	23' Champion Challenger	4609 - P	TD8541	101977440000000
10	8/3 Propane	BRAUN	1FDFF4FS9EDB17163	2014	Ford E450	23' Champion Challenger	4501 - P	TD8488	101970590000000
11	8/3 Propane	BRAUN	1FDFF4FS0EDB17164	2014	Ford E450	23' Champion Challenger	4502 - P	TD8668	101975960000000
12	8/3 Propane	BRAUN	1FDFF4FS2EDB17165	2014	Ford E450	23' Champion Challenger	4503 - P	TD9495	101975970000000
13	8/3 Propane	BRAUN	1FDFF4FS4EDB17166	2014	Ford E450	23' Champion Challenger	4504 - P	TD9561	101976920000000
14	8/3 Propane	BRAUN	1FDFF4FS6EDB17167	2014	Ford E450	23' Champion Challenger	4505 - P	TD9548	101975980000000
15	8/3 Propane	BRAUN	1FDFF4FS8EDB17168	2014	Ford E450	23' Champion Challenger	4506 - P	TD8548	101977450000000
16	8/3 Propane	BRAUN	1FDFF4FSXEDB17169	2014	Ford E450	23' Champion Challenger	4507 - P	TD8539	101977460000000
17	8/3 Propane	BRAUN	1FDFF4FS6EDB17170	2014	Ford E450	23' Champion Challenger	4508 - P	TD9496	101975990000000
18	8/3 Propane	BRAUN	1FDFF4FS8EDB17171	2014	Ford E450	23' Champion Challenger	4509 - P	TD9562	101976000000000
19	8/3 Propane	BRAUN	1FDFF4FSXEDB17172	2014	Ford E450	23' Champion Challenger	4510 - P	TD9563	101976930000000
20	8/3 Propane	BRAUN	1FDFF4FS1EDB17173	2014	Ford E450	23' Champion Challenger	4511 - P	TB8047	101970600000000
21	8/3 Propane	BRAUN	1FDFF4FS3EDB17174	2014	Ford E450	23' Champion Challenger	4512 - P	TD9497	101976010000000
22	8/3 Propane	BRAUN	1FDFF4FS5EDB17175	2014	Ford E450	23' Champion Challenger	4513 - P	TD9498	101976940000000
23	8/3 Propane	BRAUN	1FDFF4FS7EDB17176	2014	Ford E450	23' Champion Challenger	4514 - P	TD9499	101976950000000
24	8/3 Propane	BRAUN	1FDFF4FS9EDB17177	2014	Ford E450	23' Champion Challenger	4515 - P	TD9500	101976020000000
25	8/3 Propane	BRAUN	1FDFF4FS0EDB17178	2014	Ford E450	23' Champion Challenger	4516 - P	TD9501	101976030000000
26	6/2	BRAUN	1FDDE3FL5FDA02754	2015	Ford E350	22' Champion Crusader	5401	TD9504	101976040000000
27	6/2	BRAUN	1FDDE3FL4FDA02759	2015	Ford E350	22' Champion Crusader	5402	TD7347	101976050000000
28	6/2	BRAUN	1FDDE3FL0FDA02757	2015	Ford E350	22' Champion Crusader	5403	TD9545	101976060000000
29	6/2	BRAUN	1FDDE3FL2FDA02758	2015	Ford E350	22' Champion Crusader	5404	TD7348	101976960000000
30	6/2	BRAUN	1FDDE3FL9FDA02756	2015	Ford E350	22' Champion Crusader	5405	TD8660	101976070000000
31	6/2	BRAUN	1FDDE3FL0FDA02760	2015	Ford E350	22' Champion Crusader	5406	TD8661	101976080000000
32	6/2	BRAUN	1FDDE3FL0FDA04217	2015	Ford E350	22' Champion Crusader	5407	TD8662	101976090000000
33	6/2	BRAUN	1FDDE3FL0FDA04220	2015	Ford E350	22' Champion Crusader	5408	TD8663	101979100000000
34	6/2	BRAUN	1FDDE3FL9FDA04216	2015	Ford E350	22' Champion Crusader	5409	TD9546	101976110000000
35	6/2	BRAUN	1FDDE3FL2FDA04221	2015	Ford E350	22' Champion Crusader	5410	TD9547	101976970000000
36	6/2	BRAUN	1FDDE3FL7FDA04215	2015	Ford E350	22' Champion Crusader	5411	TD8664	101976120000000
37	6/2	BRAUN	1FDDE3FL2FDA06809	2015	Ford E350	22' Champion Crusader	5412	TD8665	101976130000000
38	6/2	BRAUN	1FDDE3FL2FDA06812	2015	Ford E350	22' Champion Crusader	5413	TD8666	101976140000000
39	6/2	BRAUN	1FDDE3FL5FDA06819	2015	Ford E350	22' Champion Crusader	5414	TD9549	101976150000000
40	6/2	BRAUN	1FDDE3FL3FDA06818	2015	Ford E350	22' Champion Crusader	5416	TD9551	101976170000000
41	6/2	BRAUN	1FDDE3FL7FDA06806	2015	Ford E350	22' Champion Crusader	5417	TD9552	101976180000000
42	6/2	BRAUN	1FDDE3FL6FDA06814	2015	Ford E350	22' Champion Crusader	5418	TD9553	101976190000000
43	6/2	BRAUN	1FDDE3FL5FDA06822	2015	Ford E350	22' Champion Crusader	5419	TD9554	101976200000000
44	6/2	BRAUN	1FDDE3FL3FDA06821	2015	Ford E350	22' Champion Crusader	5420	TD9555	101976210000000
45	6/2	BRAUN	1FDDE3FL0FDA06808	2015	Ford E350	22' Champion Crusader	5421	108685	101970610000000
46	6/2	BRAUN	1FDDE3FL0FDA06811	2015	Ford E350	22' Champion Crusader	5422	TD8667	101976220000000

ATTACHMENT NO.7 TO  
SECOND AMENDMENT TO  
CONTRACT NO. 14-041/SC

	Configuration	Lift Maker	VIN Number	Year of Chassis	Make	MFG	PTC Bus #	Tag #	County Asset #
47	6/2	BRAUN	1FDEE3FL9FDA06810	2015	Ford E350	22' Champion Crusader	5423	TD9556	101976230000000
48	6/2	BRAUN	1FDEE3FL1FDA06817	2015	Ford E350	22' Champion Crusader	5424	TD9557	101976980000000
49	6/2	BRAUN	1FDEE3FL9FDA06807	2015	Ford E350	22' Champion Crusader	5425	132327	101970620000000
50	6/2	BRAUN	1FDEE3FL4FDA04219	2015	Ford E350	22' Champion Crusader	5426	TD8489	101970630000000
51	6/2	BRAUN	1FDEE3FL1FDA06820	2015	Ford E350	22' Champion Crusader	5427	132328	101970640000000
52	6/2	BRAUN	1FDEE3FLXFDA06816	2015	Ford E350	22' Champion Crusader	5428	108684	101970650000000
53	6/2	BRAUN	1FDEE3FL2FDA04218	2015	Ford E350	22' Champion Crusader	5429	TD8533	101977470000000
54	6/2	BRAUN	1FDEE3FL7FDA06823	2015	Ford E350	22' Champion Crusader	5430	TB8031	101976240000000
55	6/2	BRAUN	1FDEE3FL8FDA06815	2015	Ford E350	22' Champion Crusader	5431	132329	101970660000000
56	6/2	BRAUN	1FDEE3FL6FDA08398	2015	Ford E350	22' Champion Crusader	5432	108687	101970670000000
57	6/2	BRAUN	1FDEE3FL7FDA00620	2015	Ford E350	22' Champion Crusader	5433	132330	101970680000000
58	6/2	BRAUN	1FDEE3FL0FDA08395	2015	Ford E350	22' Champion Crusader	5434	108688	101970690000000
59	6/2	BRAUN	1FDEE3FL2FDA08396	2015	Ford E350	22' Champion Crusader	5435	TD8542	101977480000000
60	6/2	BRAUN	1FDEE3FL4FDA08397	2015	Ford E350	22' Champion Crusader	5436	TD8476	101970700000000
61	6/2	BRAUN	1FDEE3FL0FDA06825	2015	Ford E350	22' Champion Crusader	5437	TD8477	101977310000000
62	6/2	BRAUN	1FDEE3FL0FDA00622	2015	Ford E350	22' Champion Crusader	5438	TB8032	101976250000000
63	6/2	BRAUN	1FDEE3FL2FDA06826	2015	Ford E350	22' Champion Crusader	5439	TD8478	101977320000000
64	6/2	BRAUN	1FDEE3FL4FDA06827	2015	Ford E350	22' Champion Crusader	5440	TD8479	101977330000000
65	6/2	BRAUN	1FDEE3FL9FDA00621	2015	Ford E350	22' Champion Crusader	5441	TB8033	101976260000000
66	6/2	BRAUN	1FDEE3FL9FDA06824	2015	Ford E350	22' Champion Crusader	5442	TD8543	101977490000000
67	6/2	BRAUN	1FDEE3FL1FDA02749	2015	Ford E350	22' Champion Crusader	5443	TD8480	101977340000000
68	6/2	BRAUN	1FDEE3FL6FDA02746	2015	Ford E350	22' Champion Crusader	5444	TD8481	101977350000000
69	6/2	BRAUN	1FDEE3FL7FDA02755	2015	Ford E350	22' Champion Crusader	5445	TB8034	101976270000000
70	6/2	BRAUN	1FDEE3FL8FDA02747	2015	Ford E350	22' Champion Crusader	5446	TB8035	101976280000000
71	6/2	BRAUN	1FDEE3FLXFDA02748	2015	Ford E350	22' Champion Crusader	5447	TD8482	101977360000000
72	6/2	BRAUN	1FDEE3FLXFDA02751	2015	Ford E350	22' Champion Crusader	5448	TD8544	101977500000000
73	6/2	BRAUN	1FDEE3FL9FDA08394	2015	Ford E350	22' Champion Crusader	5449	TD8483	101977370000000
74	6/2	BRAUN	1FDEE3FL1FDA02752	2015	Ford E350	22' Champion Crusader	5450	TB8036	101976290000000
75	6/2	BRAUN	1FDEE3FL8FDA02750	2015	Ford E350	22' Champion Crusader	5451	TD8484	101977380000000
76	6/2	BRAUN	1FDEE3FL5FDA10529	2015	Ford E350	22' Champion Crusader	5452	TD8545	101977510000000
77	6/2	BRAUN	1FDEE3FL1FDA10530	2015	Ford E350	22' Champion Crusader	5453	TD8485	101977390000000
78	6/2	BRAUN	1FDEE3FL3FDA10531	2015	Ford E350	22' Champion Crusader	5454	TD8486	101977400000000
79	6/2	BRAUN	1FDEE3FL5FDA10532	2015	Ford E350	22' Champion Crusader	5455	TD8546	101977520000000
80	6/2	BRAUN	1FDEE3FL7FDA10533	2015	Ford E350	22' Champion Crusader	5456	TD8547	101977530000000
81	3/1	RAMP	2C7WDGGBG6ER476545	2014	Dodge	Grand Caravan	4811	TD0055	101977240000000
82	3/1	RAMP	2C7WDGGBG8ER476546	2014	Dodge	Grand Caravan	4812	TD0056	101977250000000
83	3/1	RAMP	2C7WDGGBGXER476547	2014	Dodge	Grand Caravan	4813	TD0061	101977260000000
84	3/1	RAMP	2C7WDGGBG1ER476548	2014	Dodge	Grand Caravan	4814	TD0086	101977870000000
85	3/1	RAMP	2C7WDGGBG3ER476549	2014	Dodge	Grand Caravan	4815	TD0062	101977270000000
86	3/1	RAMP	2C7WDGGBGXER476550	2014	Dodge	Grand Caravan	4816	TD0064	101977280000000
87	3/1	RAMP	2C7WDGGBG1ER476551	2014	Dodge	Grand Caravan	4817	TD8706	101977880000000
88	3/1	RAMP	2C7WDGGBG3ER476552	2014	Dodge	Grand Caravan	4818	TD0063	101977290000000
89	3/1	RAMP	2C7WDGGBG5ER476553	2014	Dodge	Grand Caravan	4819	TD0088	101977890000000
90	3/1	RAMP	2C7WDGGBG7ER476554	2014	Dodge	Grand Caravan	4820	TD0087	101977900000000
91	8/3	BRAUN	1FD4E4FS2JDC41883	2018	FORD	Turtle Top	8701	TG3924	102077290000000

ATTACHMENT 8 – AREA AGENCY ON AGING REQUIRED CLAUSES

### **CERTIFICATIONS AND ASSURANCES**

The CONTRACTOR agrees that the CERTIFICATIONS AND ASSURANCES set forth in this Attachment VIII apply to its performance of the Contract and to that of its subcontractors. CONTRACTOR further acknowledges and agrees that the CERTIFICATIONS AND ASSURANCES are incorporated into and made a part of the Contract. CONTRACTOR shall execute the certification forms and acknowledge that its signature acts as its representation and certification that it will comply with the CERTIFICATIONS and ASSURANCES set forth below. In performance of this Contract, CONTRACTOR provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
  - B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
  - C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
  - D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
  - E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
  - F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
  - G. Certification Regarding Data Integrity Compliance For Contracts, Agreements, Grants, Loans And Cooperative Agreements
  - H. Verification of Employment Status Certification
  - I. Records and Documentation
  - J. Certification Regarding Inspection of Public Records
- A. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**
- CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
  2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding the Contract's effective date had one or more public transactions (Federal, State, or local) terminated for cause of default.

CONTRACTOR shall require that the language of this certification be included in the documents for all subcontracts at all tiers and that its subcontractors provide this certification accordingly.

**B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.**

CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

CONTRACTOR shall require that the language of this certification be included in the documents for all subcontracts at all tiers and that its subcontractors provide this certification, and certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into the Contract and imposed by 31 U.S.C. 1352. 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.

**C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).** - As a condition of the Contract, CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

CONTRACTOR also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIA Title I – financially assisted program or activity, and to all contracts, CONTRACTOR makes to carry out the WIA Title I – financially assisted program or activity. CONTRACTOR understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

CONTRACTOR shall require that language of this assurance be included in the documents for all subcontracts at all tiers and that its subcontractors provide this assurance.

**D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

CONTRACTOR hereby certifies that neither it, nor any person or affiliate of CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. CONTRACTOR understands and agrees that it is required to inform Palm Beach County, Palm Tran Connection, and DOEA immediately upon any change of circumstances regarding this status.

**E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).**

As a condition of the Contract, CONTRACTOR assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

CONTRACTOR shall require that language of this assurance be included in the documents for all subcontracts at all tiers and that all subcontractors provide this assurance accordingly.

**F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.**

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, F.S., CONTRACTOR hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

CONTRACTOR understands that pursuant to Section 287.135, F.S., the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs.

If CONTRACTOR is unable to certify any of the statements in this certification, CONTRACTOR shall attach an explanation to this Second Amendment and forward same to Palm Tran Connection to the attention of Chad Hochman.

**G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

1. The CONTRACTOR and its subcontractors must have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a requirement that funds that have not been accounted for properly are returned to the COUNTY.
2. CONTRACTOR assures COUNTY that Management Information Systems used by the CONTRACTOR, Subcontractors, or any outside entity on which the CONTRACTOR is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, CONTRACTOR and its subcontractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the CONTRACTOR warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the CONTRACTOR and paid for with funds received by COUNTY from the State will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the CONTRACTOR agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the COUNTY or State, and without interruption to the ongoing business of the COUNTY or State, time being of the essence.
5. CONTRACTOR shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. The CONTRACTOR warrants and shall require its subcontractors to warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues. CONTRACTOR and its subcontractors shall provide a copy of said policies and procedures to COUNTY immediately upon request.

**II. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION**

CONTRACTOR certifies that it has and will use the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the term Contract term to perform employment duties pursuant to this Contract and that all subcontracts it lets include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term.



CONTRACTOR shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify compliance 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 Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

#### I. RECORDS AND DOCUMENTATION

The CONTRACTOR agrees to make available to the staff of COUNTY, the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (also referred to herein as "AAA") and the Florida Department of Elder Affairs (also referred to as the "Department"), and/or any party designated by the Department, any and all Contract related records and documentation. The CONTRACTOR shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

#### J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of CONTRACTOR's contract with COUNTY and sections, 10.1 and 10.2 of the COUNTY's contracts with AAA pertaining to the provision of services to "Older Americans", as these sections and the contracts may be modified, extended or replaced from time to time, and Sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Department and/or COUNTY is named in the civil action, CONTRACTOR agrees to indemnify and hold harmless the Department and COUNTY for any costs incurred by the Department and/or COUNTY, and any attorneys' fees assessed or awarded against the Department and/or COUNTY from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or any service performed thereunder.
  - a. Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

CONTRACTOR shall and agrees to include these provisions (A through J above) in all related subcontracts (*i.e.*, subcontracts related to the performance of the Scope of Work).

By signing below, CONTRACTOR certifies the representations outlined in A through J above, are true and correct.

 Regional Vice President	 Regional Vice President
Signature and Title of Representative	Signature and Title of Representative
FIRST TRANSIT, INC.	FIRST GROUP AMERICA, INC.
CONTRACTOR	CONTRACTOR
2/4/19 DATE	2/4/19 DATE
600 VINE ST., STE. 1400, CINCINNATI, OH 45202	600 VINE ST., STE. 1400, CINCINNATI, OH 45202
ADDRESS	ADDRESS

ADDITIONAL ASSURANCES – NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your Contract. If you have questions please contact the COUNTY. Further, certain federal awarding agencies may require CONTRACTORS to certify to additional assurances. If such is the case, you will be notified.

CONTRACTOR makes the following representations and assurances and agrees that they are true, accurate and correct:

1. It has the legal authority and the institutional, managerial and financial capability to ensure proper planning, management, and completion of the Contract.
2. It grants to the Comptroller General of the United States, the State and Palm Beach County, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or COUNTY directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:  
(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;


- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
  - (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age;
  - (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made (by COUNTY and applies to this Contract); and
  - (j) The requirements of any other nondiscrimination statute(s) that may apply to the application (of COUNTY and this Contract).
1. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
  2. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
  3. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub-contracts.
  4. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.


5. Will comply with environmental standards which may be prescribed pursuant to the following:  
(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
7. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
8. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
9. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
10. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
11. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
12. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program and provide additional certifications and assurances of such, including but not limited to an Affidavit of Compliance with Background Screening, as required.
13. Will comply with applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, Section 508 of the Federal Water Pollution Control Act, as amended, Executive Order 11738, as amended, and EPA regulations at 2 CFR Part 1500, where applicable. CONTRACTOR shall report any violations to the COUNTY.

- 14. Will not employ an unauthorized alien.
- 15. Will comply with Title 2 CFR Part 175 regarding Trafficking in Persons, to the extent applicable.
- 16. Will comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170, to the extent applicable.

CONTRACTOR agrees to include these provisions in all related subcontracts (i.e., subcontracts related to the performance of the Scope of Work).

By signing below, CONTRACTOR certifies that the representations outlined above are true and correct.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Region Vice President
APPLICANT ORGANIZATION First Transit Inc.	DATE SUBMITTED 2/4/19

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Regional Vice President
APPLICANT ORGANIZATION First Group America, Inc	DATE SUBMITTED 2/4/19

**THIRD AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT  
SERVICES, RUN PACKAGE B  
(Contract No. 14-041/SC; R 2014-1541)**

**THIS THIRD AMENDMENT**, dated FEBRUARY 11, 2021, is made to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package B, dated October 7, 2014, ("Contract") 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 First Group America, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, and First Transit, Inc., a foreign profit corporation and wholly-owned subsidiary of First Group America, Inc., authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, hereinafter collectively referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CONTRACTOR, entered into that certain Contract under which the CONTRACTOR was to provide paratransit services to COUNTY beginning on or about February 1, 2015, and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package B; and

**WHEREAS**, on August 28, 2018, the parties entered into a First Amendment to the Contract to address tax credits for alternative fuel and other matters; and

**WHEREAS**, on February 5, 2019, the parties entered into a Second Amendment to the October 7, 2014, Contract acknowledging agreement to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1541) establishing additional terms regarding the vehicles furnished to CONTRACTOR for transportation services, to address the termination of the Maruti Fleet & Management, LLC, Contract and the transfer of its responsibilities to the CONTRACTOR, to address the COUNTY's need and right to shift runs and vehicles and increase the not-to-exceed amount by Thirteen Million Five Hundred Fifty-Five Thousand Seven Hundred Fourteen Dollars and Four cents (\$13,555,714.04), and to agree to certain cost neutral changes to the Scope

of Work (the Contract and amendments are collectively referred to herein as the "Contract"); and

**WHEREAS**, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 acknowledging the CDC's recommendation for community preparedness and everyday preventive measures including, but not limited to, the routine cleaning of frequently touched surfaces and objects, and directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a state of Emergency for the State of Florida as a result of COVID-19 Pandemic (the Pandemic); and

**WHEREAS**, on March 13, 2020, pursuant Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a local State of Emergency due to the Pandemic, which has since been extended in accordance with applicable law; and

**WHEREAS**, the Federal Transit Administration (FTA) has recommended that transit systems establish policies and procedures for the routine cleaning and disinfecting of surfaces frequently touched by passengers and employees and the use of face coverings and other personal protective equipment (PPE), to reduce the risk of COVID-19; and

**WHEREAS**, on March 13, 2020, in response to the Pandemic and to promote the health, safety, and wellbeing of Palm Tran Connection customers, the CONTRACTOR was directed to make certain purchases of PPE for use in its provision of paratransit services and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles. These products are necessary to ensure the health and safety of CONTRACTOR's drivers and Palm Tran Connection customers; and

**WHEREAS**, PPE and the type of cleaning products needed to sanitize the vehicles were outside the Scope of Work, unforeseen and therefore not contemplated in the payment structure; and

**WHEREAS**, the COUNTY and CONTRACTOR desire to amend the Contract to require CONTRACTOR's use of antiviral cleaning products, facial coverings, and other appropriate PPE during the Pandemic.



**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Amendment are true and correct and incorporated into and made a part of this Third Amendment.
2. ARTICLE 4 - PAYMENTS TO CONTRACTOR is hereby amended as follows:
  - a. Delete paragraph A in its entirety and insert in its place the following paragraph:

“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 Eighty-Nine Million Seven Hundred Fifty-Six Thousand Seven Hundred Twenty-Nine Dollars and no cents (\$89,756,729.00). The actual total amount paid will be based on 1) the actual costs of personal protective equipment (PPE) and antiviral cleaning products, and 2) the actual number of services hours completed, which may be more or less than the service hours anticipated to establish the contract amount. The COUNTY’s obligations hereunder are subject to an annual appropriation by the Board of County Commissioners for the purposes of this Contract 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.”
  - b. Add the following sentence at the end of the paragraph B:

“A monthly reimbursement, which shall not exceed the maximum amount of Five Thousand Dollars and no cents (\$5,000.00) per month, which is included in the total not-to-exceed contract amount above, will be made for the purchase of PPE and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles.”
  - c. Delete paragraph C in its entirety and insert in its place the following paragraph:

“C. 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 and Section 4.2.1 of Exhibit A - Scope of Work.”

- d. Add the following sentence at the end of paragraph F:

"The COUNTY will reimburse the CONTRACTOR based on the verifiable costs of PPE and the antiviral cleaning products."

3. EXHIBIT A, SCOPE OF WORK, SECTION 4.2, PAYMENT STRUCTURE, is amended to add the following as 4.2.1:

"4.2.1 Emergency. In times of Emergency declared by local, state, or federal governments, the COUNTY may direct the CONTRACTOR in writing to procure materials needed to protect the health, safety, or welfare of Palm Tran Connection drivers and passengers. The CONTRACTOR will be reimbursed for the reasonable, necessary, and documented cost of such materials used by CONTRACTOR for the Emergency; provided that, Palm Tran's Executive Director has provided written notice to CONTRACTOR as to the type of materials to be used to address the impacts of the Emergency. Such materials may include, but shall not be limited to, eye protection/face shields, disinfecting cleaner, containers/product dispensers, disinfecting wipes, gloves, hand sanitizer, and signage, as authorized by Palm Tran's Executive Director. Palm Tran's Executive Director shall have the authority to determine, in his or her sole discretion, the type of materials appropriate for the Emergency and eligible for reimbursement hereunder. The amount to be reimbursed by the COUNTY for such materials shall not exceed the maximum amount of five thousand dollars (\$5,000.00) per month. CONTRACTOR shall invoice COUNTY monthly for such reimbursable expenses and include documentation acceptable to COUNTY of the sums expended for materials. Documentation shall include its actual receipts, an explanation and justification of usage, and any other documentation or information required by COUNTY."

4. All other terms and conditions, including pricing, of the Contract not specifically amended herein, are hereby confirmed and shall remain in full force and effect.
5. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this THIRD AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

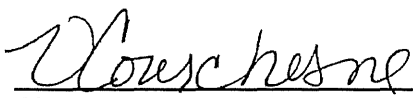
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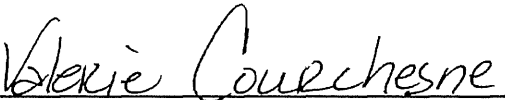
IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Third Amendment on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

WITNESSES:

  
Signature

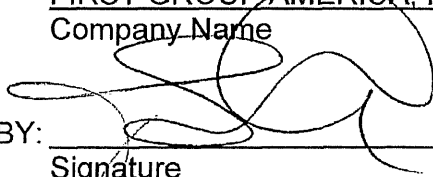
  
Name (type or print)

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Signature

\_\_\_\_\_  
Name (type or print)

CONTRACTOR:

FIRST GROUP AMERICA, INC  
Company Name

BY:   
Signature

Tim McCann  
Typed Name

Sr. Vice President  
Title

WITNESSES:

Couche  
Signature

Valerie Couche  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: [Signature]  
County Attorney  
for A. H. L. A

CONTRACTOR:

FIRST TRANSIT, INC  
Company Name

BY: [Signature]  
Signature

Tim McCann  
Typed Name

Sr. Vice President  
Title

APPROVED AS TO TERMS AND  
CONDITIONS

BY: [Signature]  
Clinton B. Forbes, Executive Director,  
Palm Tran

**FOURTH AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT  
SERVICES, RUN PACKAGE B  
(Contract No. 14-041/SC; R 2014-1541)**

**THIS FOURTH AMENDMENT**, dated January 28, 2022, is made to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package B, dated October 7, 2014, ("Contract") 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 First Group America, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, and First Transit, Inc., a foreign profit corporation and wholly-owned subsidiary of First Group America, Inc., authorized to do business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, OH 45202, hereinafter collectively referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CONTRACTOR, entered into that certain Contract under which the CONTRACTOR was to provide paratransit services to COUNTY beginning on or about February 1, 2015, and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package B; and

**WHEREAS**, on August 28, 2018, the parties entered into a First Amendment to the Contract to address tax credits for alternative fuel and other matters; and

**WHEREAS**, on February 5, 2019, the parties entered into a Second Amendment to the Contract acknowledging agreement to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1541) establishing additional terms regarding the vehicles furnished to CONTRACTOR for transportation services, to address the termination of the Maruti Fleet & Management, LLC, Contract and the transfer of its responsibilities to the CONTRACTOR, to address the COUNTY'S need and right to shift runs and vehicles and increase the not-to-exceed amount by Thirteen Million Five Hundred Fifty-Five Thousand Seven Hundred Fourteen Dollars and Four cents (\$13,555,714.04), and to agree to certain cost neutral changes to the Scope of

Work (the Contract and amendments are collectively referred to herein as the "Contract"); and

**WHEREAS**, on February 17, 2021, the parties entered into a Third Amendment, in response to the COVID-19 Pandemic, to promote the health, safety, and wellbeing of Palm Tran Connection customers, the CONTRACTOR was directed to make certain purchases of personal protective equipment (PPE), up to \$5,000.00 per month, for use in its provision of paratransit services and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles which were outside the Scope of Work, unforeseen and therefore not contemplated in the payment structure; and

**WHEREAS**, the parties desire to modify ARTICLE 3 - SCHEDULE to extend the Contract for the period of February 1, 2022, through March 31, 2022, due to delays caused by the COVID-19 pandemic.

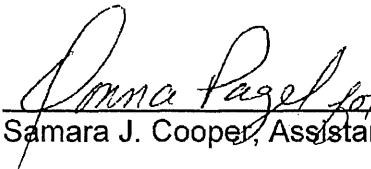
**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Amendment are true and correct and incorporated into and made a part of this Fourth Amendment.
2. ARTICLE 3 - SCHEDULE, is hereby amended to read as follows:  
"The Contract 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 March 31, 2022."
3. All other terms and conditions, including pricing, of the Contract not specifically amended herein, are hereby confirmed and shall remain in full force and effect.
4. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FOURTH AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

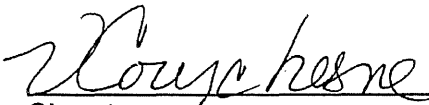
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IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Fourth Amendment to the Contract on the day and year above written.

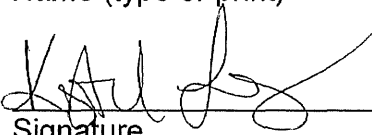
PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY SAMARA J. COOPER  
ASSISTANT DIRECTOR OF PURCHASING

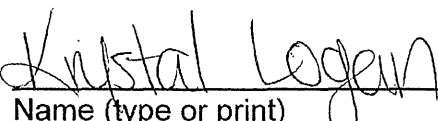
  
\_\_\_\_\_  
Samara J. Cooper, Assistant Director

WITNESSES:

  
\_\_\_\_\_  
Signature

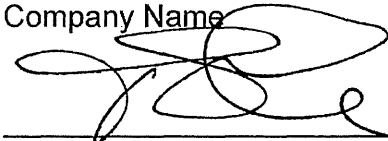
  
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\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name (type or print)

CONTRACTOR:

FIRST GROUP AMERICA, INC  
Company Name

BY:   
\_\_\_\_\_  
Signature

Tim McCann  
Typed Name

Sr. Vice President  
Title

WITNESSES:

V Courchesne  
Signature

Verie Courchesne  
Name (type or print)

HAL L  
Signature

Kristal Logan  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: Anne Delgad  
County Attorney

CONTRACTOR:

FIRST TRANSIT, INC  
Company Name

BY: [Signature]  
Signature

Tim McCann  
Typed Name

Sr. Vice President  
Title

APPROVED AS TO TERMS AND  
CONDITIONS

BY: [Signature]  
Clinton B. Forbes, Executive Director,  
Palm Tran



**FIRST AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT SERVICES  
RUN PACKAGE A  
(Contract No. 14-041/SC; R 2014-1540)**

**THIS FIRST AMENDMENT**, dated August 28, 2018, to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package A, dated October 7, 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 MV Transportation, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, and MV Contract Transportation, Inc., a foreign profit corporation and subsidiary of MV Transportation, Inc., authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, hereinafter collectively referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the parties have entered into that certain Contract dated October 7, 2014, hereinafter referred to as the "Contract", under which the CONTRACTOR has agreed to provide paratransit services to the COUNTY; and

**WHEREAS**, the COUNTY and CONTRACTOR have designated new representatives/liaisons; and

**WHEREAS**, the COUNTY desires to revise ARTICLE 27- PUBLIC RECORDS, ACCESS AND AUDITS in order to comply with the amended requirements of Section 119.0701, F.S., which requires a "Contractor", defined under Section 119.0701(1)(a), F.S., as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency" and which is "acting on behalf of the public agency" as provided under Section. 119.011(2), F.S., to comply with public records requests when contracting with public agencies; and

**WHEREAS**, the CONTRACTOR has had a change of address; and

**WHEREAS**, the Contract provides that a completed invoice shall include copies of cancelled checks for payments made by CONTRACTOR to all DBE subcontractors; and

**WHEREAS**, the CONTRACTOR no longer pays via check but pays through wire

transfers or direct deposits to the DBE subcontractors' bank accounts; and

**WHEREAS**, the COUNTY desires to permit CONTRACTOR to provide bank statements showing wire transfers or direct deposits as evidence of payment in addition to cancelled checks; and

**WHEREAS**, the CONTRACTOR has filed claims with the Internal Revenue Service (IRS) for Calendar Years 2015 and 2016 for tax credits on the alternative fuel (*i.e.*, liquefied petroleum gas (LPG)), purchased and delivered into the fuel supply tanks of COUNTY-owned vehicles operated by CONTRACTOR and used in the provision of Palm Tran Connection paratransit services; and

**WHEREAS**, the COUNTY reimburses CONTRACTOR for fuel expenses incurred by CONTRACTOR for the operation of the COUNTY-owned vehicles used by CONTRACTOR to provide paratransit services; and

**WHEREAS**, it is the parties' desire that CONTRACTOR complete and file with the IRS the necessary and appropriate forms and documents to be used to claim and obtain alternative fuel tax credits and refunds available under applicable law and the rules and regulations of the IRS and thereafter remit to COUNTY all alternative fuel tax credits and refunds received from the IRS for the fuel reimbursed by COUNTY, minus a three percent (3%) administrative processing fee to be retained by CONTRACTOR as provided herein; and

**WHEREAS**, CONTRACTOR has remitted to COUNTY the alternative fuel credits received for Calendar Years 2015 and 2016.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Contract are true and correct and incorporated into and made a part of this First Amendment.
2. ARTICLE 1 – SERVICES, second and third paragraphs, of the Contract are hereby amended to read as follows:

"The COUNTY's representative/liaison during the performance of this Contract shall be Clinton B. Forbes, Executive Director of Palm Tran, or his designee, whose telephone number is (561) 841-4205.

The CONTRACTOR's representative/liaison during the performance of this contract shall be Jeanie Chrisman, GM, MV Transportation, Inc., whose telephone number is (561) 370-7070."

3. ARTICLE 4 – PAYMENTS TO THE CONTRACTOR, paragraph D, item 8, of the Contract is hereby amended as follows:

“Copies of cancelled checks, bank statements or other banking documents, acceptable to County’s Clerk and Comptroller, from the DBE and displaying the DBE’s name or last four (4) digits of its bank account number showing wire transfers and direct deposits) for payments made to all DBE subcontractors. CONTRACTOR is required to pay DBE subcontractors prior to receiving payment. DBE subcontractors may be required to confirm that payment has been received prior to the COUNTY releasing payment to CONTRACTOR.”

4. ARTICLE 27– PUBLIC RECORDS, ACCESS AND AUDITS of the Contract is hereby deleted in its entirety and replaced with the following:

**“ARTICLE 27– PUBLIC RECORDS, ACCESS AND AUDITS**

The CONTRACTOR shall maintain in Palm Beach County, Florida, all records related to the performance of the Contract, including but not limited 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. In the event of litigation or settlement of claims arising out of, under or related to the CONTRACTOR’s performance of this Contract, the CONTRACTOR shall continue to maintain such records in Palm Beach County and to allow COUNTY and the governmental entities described in Article 32, Special Contract Provision No. 7 of this Contract access to the records as provided therein, this Article 27, and any other applicable provisions of the 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.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY’s Custodian of Public Records (COUNTY’s Custodian) or COUNTY’s representative/liaison, on behalf of the COUNTY’s Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses

shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the COUNTY. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law shall be a material breach of contract and may result in termination under Article 9.B. of the Contract. CONTRACTOR may also be subject to penalties under Section 119.10, F.S. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**RECORDS REQUEST, PALM BEACH COUNTY PUBLIC  
AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST  
PALM BEACH, FL 33401, BY E-MAIL AT  
RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE  
AT 561-355-6680."**

5. ARITCLE 36 - NOTICE, third paragraph, of the Contract is hereby amended to read as follows:

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

MV Transportation, Inc.  
Attn: Legal Department  
2711 N. Haskell Avenue  
Suite 1500, LB-2  
Dallas, TX 75204"

6. ARTICLE 40 – ALTERNATIVE FUEL TAX CREDITS OR REFUNDS is hereby added to the Contract and shall provide as follows:

**"ARTICLE 40 – ALTERNATIVE FUEL TAX CREDITS OR REFUNDS**

- A. CONTRACTOR and COUNTY shall work cooperatively to determine whether alternative fuel tax credits or refunds are available and may be claimed by CONTRACTOR (for the benefit of COUNTY) for each calendar year.
- B. Upon the request of COUNTY's Contract representative/liaison, CONTRACTOR shall complete and file with the IRS all necessary forms and documents required to claim and receive all alternative fuel tax credits and refunds available each calendar year of the Contract, under applicable law and the rules and regulations of the IRS for fuel purchased and used by CONTRACTOR, including but not limited to LPG, to operate COUNTY-owned vehicles for the provision of Palm Tran Connection paratransit services. CONTRACTOR shall promptly remit to COUNTY all alternative fuel tax credits and refunds received for each calendar year of the Contract beginning with Calendar Year 2015. For Calendar Year 2017 and each calendar year thereafter, CONTRACTOR may retain from IRS credits and refunds received a three percent (3%) administrative processing fee as compensation for its services. An administrative processing fee is not available for Calendar Years 2015 and 2016. CONTRACTOR shall provide reasonable supporting documentation requested by COUNTY to substantiate the type of credit or refund claimed and received, and the amount.

- C. If the IRS subsequently makes corrections or audit adjustments to the credits claimed by CONTRACTOR, such audit adjustments (plus or minus) will be passed through to the COUNTY or collected from the COUNTY, in the case of a reduction in a credit previously claimed by the CONTRACTOR and remitted to the COUNTY.
  - D. This provision shall survive the termination or expiration of the Contract until such time as CONTRACTOR has claimed and received all available fuel tax credits and refunds and remitted such credits and refunds to COUNTY in accordance with the provisions of the Contract."
7. The modifications to the Contract described in Sections 3 and 6 of this First Amendment shall relate back and take effect as of October 7, 2014, the effective date of the Contract. All other provisions of said Contract, dated October 7, 2014, are hereby confirmed and, except as amended herein, are not otherwise altered or amended and shall remain in full force and effect.
8. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this First Amendment shall not take effect until executed by the CONTRACTOR and COUNTY.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this First Amendment to the Contract on the day and year above written.


PALM BEACH COUNTY, FLORIDA for its  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

WITNESSES:

  
Signature

Karen Carthen  
Name (type or print)

  
Signature

Diana Rios  
Name (type or print)

CONTRACTOR:

MV Transportation, Inc.  
Company Name

BY:   
Signature

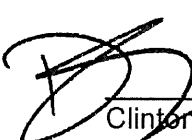
Gary Richardson  
Typed Name

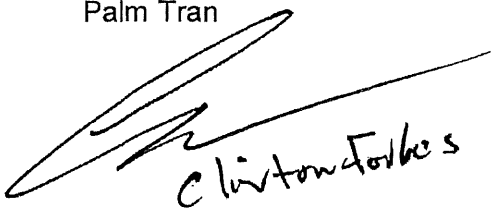
Interim Co-CFO  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By\_

  
County Attorney  
Clinton B. Forbes, Executive Director,  
Palm Tran

  
Clinton Forbes

WITNESSES:

Karen Carthen  
Signature

Karen Carthen  
Name (type or print)

Diana Rios  
Signature

Diana Rios  
Name (type or print)

CONTRACTOR:

MV Contract Transportation, Inc.  
Company Name

BY: Gary Richardson  
Signature

Gary Richardson  
Typed Name

Interim Co-CFO  
Title



R2019 0243

**SECOND AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT  
SERVICES, RUN PACKAGE A  
(Contract No. 14-041/SC; R 2014-1540)**

**THIS SECOND AMENDMENT**, dated ~~FEB~~ <sup>FEB</sup> 0 5 2019, 2019, is made to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package A, dated October 7, 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 MV Transportation, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, and MV Contract Transportation, Inc., a foreign profit corporation and subsidiary of MV Transportation, Inc., authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204 hereinafter collectively referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, on October 7, 2014, the COUNTY and the CONTRACTOR, entered into that certain contract under which the CONTRACTOR was to provide paratransit services to COUNTY beginning on or about February 1, 2015, and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package A; and

**WHEREAS**, on August 28, 2018, the parties entered into a First Amendment to the October 7, 2014, contract to address tax credits for alternative fuel and other matters (collectively referred to herein as the "Contract"); and

**WHEREAS**, the parties agreed to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1540), establishing additional terms regarding the vehicles furnished to CONTRACTOR for the provision of transportation services and CONTRACTOR's responsibilities related thereto, (referred to herein as the "Vehicle Acceptance Agreement"), a copy of which is attached hereto as Attachment 1 of this Second Amendment ; and

**WHEREAS**, COUNTY and Maruti Fleet & Management, LLC, the entity providing paratransit transportation services under a contract identified as Palm Tran Connection

Paratransit Services, Contract No. 14-041/SC; R2014-1542, Run Package "C", (also referred to herein as "Run Package Contractor") have agreed to terminate said contract for such services effective as of 11:59 p.m. on Sunday, March 31, 2019; and

**WHEREAS**, COUNTY has the need and right to shift runs and vehicles and increase the not-to-exceed amount by Fourteen Million Six Hundred Ninety-Five Thousand Six Hundred Twenty-One Dollars and Eighty cents (\$14,695,621.80) formerly utilized by the Run Package Contractor to Contractor; and

**WHEREAS**, to memorialize the additional work to be performed by CONTRACTOR, the parties have agreed to modify certain provisions of the Contract, including but not limited to those relating to the transfer of vehicles and associated routes, equipment, records and documentation formally provided Run Package Contractor, and CONTRACTOR has agreed to perform the "shifted or transferred" work at its current hourly rates and fixed costs; and

**WHEREAS**, the parties have agreed to certain cost neutral changes to the Scope of Work to provide clarification to the daily operations.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Amendment are true and correct and incorporated into and made a part of this Second Amendment.
2. ARTICLE 4 - PAYMENTS TO THE CONTRACTOR, paragraph A, is hereby amended to read as follows:

"The total amount to be paid by the COUNTY under this Contract for all services and materials is not anticipated to exceed a total contract amount of Eighty-Seven Million Three Hundred Sixty-Six Thousand Fifty-Three dollars and no cents (\$87,366,053.00). The actual total amount paid will be based on the actual number of service hours completed, which may be more or less than the service hours anticipated to establish the contract amount. The COUNTY's obligations hereunder are subject to an annual appropriation by the Board of COUNTY Commissioners for the purposes of this Contract 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."

3. ARTICLE 9 - TERMINATION, paragraph A, section 3, of the Contract is hereby amended to read as follows:

"The COUNTY's exercise of its rights under Article 34 and/or Exhibit A, Scope of Work, to shift or transfer up to six percent (6%) of the CONTRACTOR's runs and vehicles to another CONTRACTOR for the purpose of providing non-dedicated service or such other purpose deemed appropriate by COUNTY, shall not be deemed to constitute a partial termination for convenience. In addition, the COUNTY's exercise of its rights under Article 34 and/or Exhibit A, Scope of Work, to shift or transfer twenty percent (20%) or less of the CONTRACTOR's runs or vehicles or any portion of the Run Package (by a single or cumulative transfer(s)) shall not be deemed to constitute a partial termination for convenience."

4. ARTICLE 34 - MODIFICATIONS OF WORK, Section a, is hereby amended to read as follows:

"Shift up to 6% of the CONTRACTOR's runs to another CONTRACTOR for any reason. The CONTRACTOR acknowledges that it has taken into account the possibility that up to six percent (6%) of its runs and vehicles may be removed and transferred or shifted to another CONTRACTOR for the provision of non-dedicated services or for such other purposes deemed appropriate by COUNTY and that no increase in cost(s) will be due CONTRACTOR for any such changes."

5. EXHIBIT A, SCOPE OF WORK, SECTION 4.3, RUN PACKAGE MODIFICATION, of the Contract is hereby amended to read as follows:

"Each CONTRACTOR will be assigned an approximate level of service based on forecast service as detailed in Attachment 2 of this Second Amendment, 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 two (2) 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 the Contract,

and as described in Section 4.6.10, (i.e., this may result in a shift of runs and vehicles among the two (2) 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 in this document."

6. EXHIBIT A, SCOPE OF WORK, SECTION 4.6.1 Vehicle Fleet, is hereby amended to read as follows:

"The COUNTY will be purchasing all vehicles for use under this Contract. Maintenance or other services vehicles are not supplied by COUNTY. As such, all vehicles at the start of the Contract will be new or low mileage. Palm Tran expects to replace vehicles when they reach 300,000 miles.

The current vehicle list and Run Package assignments are included as Attachment 3 to this Second Amendment.

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

Vehicles will have the following equipment reinstalled:

- Q'Straint QRTMAX Securement system
- Braun Model NCL9191B-2 (except minivans)
- A six camera security system (AngelTrax)
- REI Reverse camera and monitor backing system
- Seating configurations to be determined
- "Mentor Ranger" in vehicle MDT unit

The COUNTY will utilize a Push-to-Talk (PTT) communication system through AT&T for all dispatch-to-driver communication functions. The COUNTY will provide and pay for the service plans for all communications devices for routes/drivers, road supervisors and window dispatchers. These plans will be limited to PTT functionality only. CONTRACTOR shall be required to purchase and maintain all handheld phone devices and ancillary equipment. The phone device will be greater than or equivalent to the AT&T Sonmxc5700 (Voice, Camera, and GPS). Ancillary equipment may include, but is not limited to, chargers, ear buds and holster/belt clip."

7. EXHIBIT A, SCOPE OF WORK, SECTION 4.6.10 Vehicle Transition, of the Contract is hereby amended to read as follows:

"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 Scope of Work and the Vehicle Acceptance Agreement.

Except as modified by (f) below to address the termination of the contract with the entity performing the Run Package C services, the shifting or transfer of runs and vehicles, 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(s) into a safe operating condition will be deducted from the invoice of the CONTRACTOR performing a different Run Package and who had been maintaining these vehicles.
- c) The above provision also requires all in-vehicle equipment to 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 p.m. and thoroughly cleaned before the transfer takes place. The CONTRACTOR accepting the vehicle shall provide written acceptance stating the vehicle is in acceptable working condition.
- e) At the end of the Contract, the exact same procedure, as listed above, will be followed.
- f) Shifting of vehicles from the current Run Package provider as a result of contract termination:

1. CONTRACTOR agrees to fully work with the current Run Package provider during the transition period.
2. The COUNTY and the CONTRACTOR will follow the Transition Timeline included as Attachment 4 of this Second Amendment.
3. CONTRACTOR will provide the COUNTY, or its designee, a valid Certificate of Insurance compliant with the requirements of the COUNTY per the Transition Timeline.
4. On the dates set forth in Attachment 4 to this Second Amendment and using the Vehicle Inspection form shown in Attachment 5 to this Second Amendment, CONTRACTOR will fully inspect all assigned vehicles at the Run Package operating facility located at 1601 Hill Ave., West Palm Beach, FL 33407.
5. CONTRACTOR will provide the COUNTY, or designee, the completed inspection sheets per the Transition Timeline.
6. The COUNTY may endeavor to work with the Run Package provider to complete all repairs as listed.
7. CONTRACTOR will be afforded a second vehicle inspection, per the Transition Timeline, to verify completed repairs or note new deficiencies, which may have arisen since the first inspection. Repairs not made must also be noted.
8. CONTRACTOR will provide the COUNTY, or its designee, the second completed inspection sheets per the Transition Timeline.
9. Vehicles will be transitioned per the Transition Timeline.
10. Any repairs not made as of the date of transfer, will be documented by the CONTRACTOR on the Vehicle Inspection form, and be verified by the COUNTY, or its designee.
11. CONTRACTOR may make all necessary and approved repairs at its expense and invoice the COUNTY for said repairs. Invoices will include costs for parts and labor.
12. All paperwork, vehicle files, and spare keys will be turned over to the CONTRACTOR per the Transition Timeline.
13. Run Package work as assigned will be provided per the Transition Timeline.

14. Proof of insurance will be provided per the Transition Timeline.
  15. CONTRACTOR will be provided a ninety (90) day grace period to accomplish the repair of all body damage to transitioned vehicles.
  16. CONTRACTOR will supply a timeline for hiring all personnel needed to perform the transferred runs and services, which may include its employment of drivers previously performing the Run Package Work (*i.e.*, former employees of Maruti Fleet & Management, LLC). CONTRACTOR will complete required employee screenings and all documentation required by COUNTY pertaining to new hires and existing employee. This includes all DBE subcontractors.
  17. CONTRACTOR will supply a timeline for completion of necessary vehicles repairs, bodywork, and parking.
  18. In addition to hiring sufficient drivers, CONTRACTOR agrees to increase their support staff complement to include two additional mechanics, one road supervisor and one window dispatcher.
8. EXHIBIT A, SCOPE OF WORK, SECTION 4.7 MAINTENANCE FACILITY, is hereby amended to read as follows:
- 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.
    1. Run Package garage must be located north of Forest Hill Blvd and include a remote facility for park-outs for the Belle Glade area.
    2. Run Package garage must be located south of Forest Hill Blvd
  - 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 Package must be able to accommodate program growth and/or vehicle reassignment of up to seventy (70) vehicles.
  - f. The CONTRACTOR's facilities must have adequate maintenance area(s) to allow for the expeditious maintenance and repair of all vehicles.
  - g. If the CONTRACTOR intends on provided in-house bodywork, the maintenance facility must have adequate space to accommodate this.
9. EXHIBIT B, PRICE PROPOSAL, APPENDIX A, is replaced with a revised "Exhibit B, Price Proposal" effective as of April 1, 2019, attached hereto as Attachment 6 of this Second Amendment.
10. ATTACHMENT 7 – VEHICLE LIST, is hereby added, which confirms the existing vehicle assignments.
11. ATTACHMENT 8 – AREA AGENCY ON AGING REQUIRED CLAUSES  
CONTRACTOR is subject to and shall comply with the requirements set forth in the Certifications and Assurances, attached hereto as Attachment 8 to this Second Amendment.

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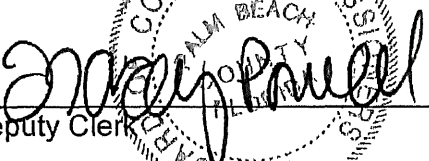
IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment to Contract on the day and year first written above.

R2019 0243 FEB 0 5 2019


ATTEST:

PALM BEACH COUNTY, by and through its  
BOARD OF COUNTY COMMISSIONERS  
SHARON R. BOCK  
CLERK & COMPTROLLER

By:

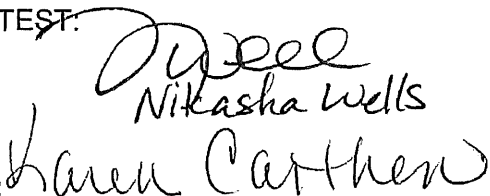
  
Deputy Clerk

By:

  
Mack Bernard, Mayor

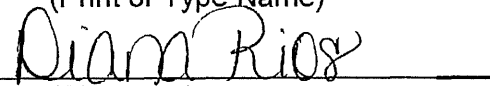
ATTEST:

By:

  
(Signature)

Karen Carthen

(Print or Type Name)

  
(Signature)

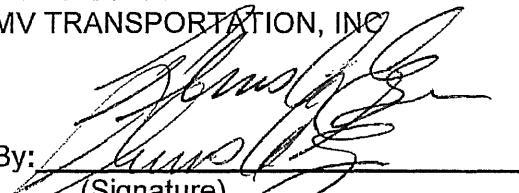
Diana Rios

(Print or Type Name)

CONTRACTOR:

MV TRANSPORTATION, INC

By:

  
(Signature)


Tom Egan, President, COO

(Print or Type Name)

(Print or Type Title)

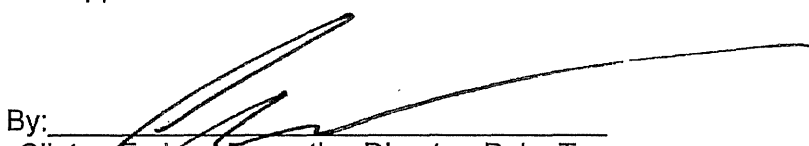
Approved as to Form and  
Legal Sufficiency

By:

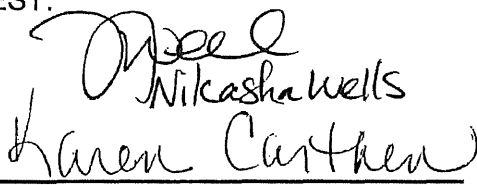
  
County Attorney

Approved as to Terms and Conditions

By:

  
Clinton Forbes, Executive Director, Palm Tran

ATTEST:

  
By: \_\_\_\_\_  
(Signature)

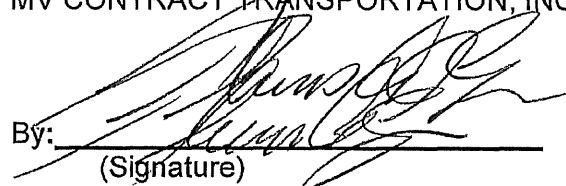
Karen Carthen  
\_\_\_\_\_  
(Print or Type Name)

  
\_\_\_\_\_  
(Signature)

Diana Rios  
\_\_\_\_\_  
(Print or Type Name)

CONTRACTOR:

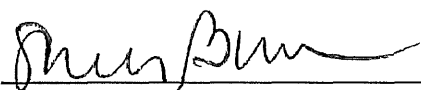
MV CONTRACT TRANSPORTATION, INC.

  
By: \_\_\_\_\_  
(Signature)

Tom Egan  
\_\_\_\_\_  
(Print or Type Name)

PRESIDENT

Approved as to Form and  
Legal Sufficiency

By:   
\_\_\_\_\_  
County Attorney

Approved as to Terms and Conditions

By:   
\_\_\_\_\_  
Clinton Forbes, Executive Director, Palm Tran

ATTACHMENT 1 - VEHICLE ASSIGNMENT ACCEPTANCE AGREEMENT



January 12, 2015

Ron Jones  
Director of Palm Tran Connection  
50 South Military #101  
West Palm Beach, FL 33415

Re: Implementing Contract (R2014-1540)

Dear Mr. Jones,

Enclosed please find two (2) signed originals of the Implementing Contract between MV Transportation, Inc. and Palm Beach County. Please have each original signed and scan a fully executed copy to [brandi.bylund@mvtransit.com](mailto:brandi.bylund@mvtransit.com), then return one (1) fully executed original to:

MV Transportation, Inc.  
Attn: Contracts Department  
5910 N. Central Expressway,  
Suite 1145  
Dallas, TX 75206

If you have any questions, please contact me at the number below.

Sincerely,



Karen Carthen  
Contracts Administrative Assistant

NEW VEHICLE ASSIGNMENT ACCEPTANCE  
Implementing Contract (R2014-1540)

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1. VEHICLE ASSIGNMENT ACCEPTANCE. This ACCEPTANCE is signed by Mv Transportation, Inc in furtherance of the CONTRACT with Palm Beach County (hereinafter referred as "the CONTRACTOR"). CONTRACTOR acknowledges that this Vehicle Assignment Acceptance was contemplated in RFP 14-041/SC and consideration was provided in said CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE A (R2014-1540).
2. TERM. The term for Vehicle assignment begins on January 6, 2015 and ends on January 31, 2022.
3. USAGE. Vehicles are assigned by the COUNTY to the CONTRACTOR solely for the provision of transportation services in accordance with the CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE A (R2014-1540), between the COUNTY and the CONTRACTOR (hereinafter referred to as "the CONTRACT"). CONTRACTOR shall not use any vehicle assigned for any purpose other than expressly permitted under the CONTRACT.
4. VEHICLES. The COUNTY hereby assigns to the CONTRACTOR the vehicles fully described in Exhibit "A", attached hereto and by reference incorporated herein (the "Vehicles").
5. REGISTRATION AND TAXES. The COUNTY is responsible for all costs to register, title and license each vehicle described in Exhibit "A". All taxes associated with the vehicle are the COUNTY's responsibility.
6. ASSIGNMENT. The CONTRACTOR may not lease, assign or transfer any of its rights or obligations under the CONTRACT, as described in the CONTRACT, or sublet the vehicles to another party or permit any other entity to use any vehicle provided to CONTRACTOR for any purpose, without prior written consent of the COUNTY. If the COUNTY consents to such an assignment, the CONTRACTOR will continue to remain liable for all liabilities and responsibilities under the CONTRACT. The CONTRACTOR shall not permit any lien, claim or encumbrance to be filed against any vehicle or any action to be taken against the COUNTY on account of any labor, service, good, material or equipment used on any vehicle.

The COUNTY shall be made an intended third party beneficiary to any assignment, use agreement or other assignment that CONTRACTOR may make with a third party/subcontractors regarding the use, provision operation or acceptance of any vehicle, and the COUNTY shall have the right to enforce any of CONTRACTOR's rights. In addition, any regards that the third party /subcontractor may have shall be subcontracted to the rights and interest of the COUNTY.

7. SUBCONTRACTORS. The CONTRACTOR has full responsibility for any and all Subcontractors who will use the COUNTY Vehicles utilized under this Acceptance. Any Subcontractor Contracts which will utilize any Vehicles shown in Exhibit "A" must include for their review and CONTRACT, this Acceptance in its entirety. The COUNTY CONTRACT representative must be supplied a copy of the Acceptance document for the subcontractor in advance of a Vehicle being utilized by a subcontractor and such subcontract shall be fully consistent with the CONTRACT and not limit or prevent the COUNTY services it reflects under the CONTRACT.
8. ACCEPTANCE. Upon delivery of the Vehicles as described in Exhibit "A", the parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") detailing the condition of each vehicle. Upon acceptance, the CONTRACTOR shall assume responsibility for the vehicles until such time that the vehicles are returned to the COUNTY. The Vehicles shall be returned to the COUNTY in the same condition as originally delivered, ordinary wear and tear excepted.
9. INSURANCE. Insurance will be provided by the CONTRACTOR in accordance with the Article 16 of the CONTRACT.
10. WARRANTIES. The CONTRACTOR accepts the vehicles "as is." The CONTRACTOR acknowledges that the COUNTY is not the manufacturer, the agent of the manufacturer, or the distributor of the vehicles hereunder. COUNTY makes no warranty or representation, express or implied of any kind or purpose, as to the fitness, safeness, design, merchantability, condition, quality, capacity or workmanship of the vehicles nor any warranty that the vehicles will satisfy the requirements of any law or CONTRACT specification, and as between the COUNTY and the CONTRACTOR, the CONTRACTOR agrees to bear all such risks at its sole risk and expense. No warranties are made as to patent infringement or any latent defect. The CONTRACTOR acknowledges that it shall make a detailed inspection of each Vehicle and correct any condition that may interfere with or affect its safe operation or use, or create danger to any person or property prior to using or operating any Vehicle. The CONTRACTOR reserves the right to reject any Vehicle that, upon inspection by CONTRACTOR, appears damaged, unfit, non-functioning or dangerous. Nothing contained in RFP-14-041/SC and any amendments issued thereto, all information and questions answered and no oral representation or statements made regardless of the time given shall not

create a warranty of any kind or nature. The CONTRACTOR specifically waives its rights to make claim against the COUNTY for any Vehicle for breach or any warranty of any kind whatsoever and as to the COUNTY, the CONTRACTOR accepts the Vehicles "as is." In no event shall COUNTY be liable for special, incidental, or consequential damages whatsoever or howsoever caused.

No warranties, whether express or implied, are given. All warranties of merchantability and fitness for any or an implied or particular purpose are expressly excluded. Palm Beach County shall not be liable for any general, special, direct or indirect damages, including without limitation, any lost profits, savings or other consequential, exemplary or incidental damages arising out of this agreement and/or the CONTRACTOR's use or operation of the buses. Neither Palm Beach County nor Palm Tran, Inc. shall be liable for any claim for damages, including but not limited to personal injury, property damage or death, based upon a claim in contract, tort (including negligence), misrepresentation strict liability or breach of warranty.

All warranty repair work must be coordinated with and through the Vehicle Dealer with notice to the COUNTY.

- 11. RIGHT OF INSPECTION. The COUNTY reserves the right to inspect and observe the use of the vehicles at any time with or without prior notice to the CONTRACTOR or any of its subcontractors. Upon inspection, if the vehicles are found in an unsatisfactory condition, the COUNTY may require the CONTRACTOR to make immediate repairs. In lieu of such repairs, the COUNTY may elect to perform or have performed the necessary repairs at the CONTRACTOR's sole expense.
- 12. THEFT OR DESTRUCTION OF VEHICLES. The CONTRACTOR shall be solely responsible for any and all losses associated with the theft or destruction of the vehicles or the rendering of the vehicles unsuitable for their intended use, including, but not limited to, damage due to burglary, vandalism, fire, riot, insurrection, act of God, accident, or any other casualty. The CONTRACTOR shall promptly report to the COUNTY any damage to the vehicles within twenty four (24) hours.
- 13. NO PROPERTY INTEREST IN VEHICLES. The vehicles shall be titled and remain in the name of the COUNTY. The CONTRACTOR shall acquire no property interest in the vehicles by virtue of, or operation of, the CONTRACT, this Acceptance, and the vehicles shall remain the property of the COUNTY throughout the term of the CONTRACT. The CONTRACTOR shall not disturb, remove or obstruct any COUNTY property tags, labels or other signage affixed to the vehicles.

14. CONTRACTOR RESPONSIBILITIES. The CONTRACTOR shall have the following duties which it agrees will be faithfully executed during the term of the CONTRACT:

- a. The CONTRACTOR shall inspect each vehicle, and its equipment, as needed and as frequently as determined necessary by the COUNTY.
- b. The CONTRACTOR shall operate Vehicles and use all installed equipment in a careful and proper manner and shall comply with the CONTRACT and all Federal, State, Local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicles. The CONTRACTOR shall be solely responsible for and agrees to pay any and all fines, penalties, citations, parking tickets or court process (all referred to as "Fines") issued in connection with the use of the Vehicles. The COUNTY has no responsibility for any fines, penalties, liability, tickets, fee charge assignment relating to the use of the Vehicles. If the COUNTY receives any court process related to CONTRACTOR's use of Vehicles, the COUNTY will tell the court that the CONTRACTOR must pay any legitimate fines. If the CONTRACTOR fails to pay or settle any such fine, the COUNTY may pay it for the CONTRACTOR and the CONTRACTOR will reimburse the COUNTY on demand any sum paid or the COUNTY may deduct the amount from any monies due CONTRACTOR, or County Department appropriate in its sole discretion.
- c. The CONTRACTOR shall ensure that each Vehicle is operated only by a fully qualified, competent, licensed driver in accordance with the terms of the CONTRACT.
- d. The CONTRACTOR shall retain a spare key for each vehicle.
- e. The CONTRACTOR will perform all Vehicle maintenance in accordance with the CONTRACT. The CONTRACTOR shall be solely responsible for the quality and workmanship of all repairs and maintenance to the vehicles and nothing herein shall relieve the CONTRACTOR of its obligation to properly maintain the vehicles. All parts and materials, including lubricants and fuel, used in maintaining or operating the vehicle(s) shall be in accordance with the vehicle's manufacturer's specifications for said parts and materials. Vehicle parts must be Original Equipment Manufacturer (OEM) parts, as available.
- f. The CONTRACTOR will not modify nor make no structural or other significant alterations to the Vehicles without the prior written consent of the COUNTY. Any accessories, equipment or parts permanently installed in or on the Vehicles with

or without the COUNTY's permission become the property of the COUNTY and part of the vehicles

- g. The CONTRACTOR agrees not to use or permit the use of the Vehicles: (a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the Vehicles; (c) transport any unauthorized passengers; or (d) provide any services or function not authorized by the COUNTY and expressly provided for under the CONTRACT.
- h. The CONTRACTOR shall be required to prepare and keep Vehicle files by Vehicle number, documenting each Vehicle's maintenance history including, but not limited to: pre-trip inspections, preventative maintenance, scheduled maintenance, inspections, parts, usage, unscheduled maintenance, and accident repairs. Said files shall be kept current throughout the duration of the CONTRACT and a copy shall be provided to the COUNTY upon request and upon the termination or expiration of the CONTRACT or the transfer of a Vehicle to another paratransit service CONTRACTOR. The COUNTY shall have unrestricted access to all Vehicle maintenance records during the term of the CONTRACT.
- i. The CONTRACTOR will not place any Vehicle into service which does not meet the requirements of the CONTRACT and which is not assigned in accordance with the requirements of the CONTRACT. Any out of service Vehicle must be returned into service within five (5) calendar days. In the event that a Vehicle will not be back in service within five (5) calendar days due to the unavailability of parts or the nature of the repair, the CONTRACTOR shall notify the COUNTY in writing, immediately and include the reason for the delay. The CONTRACTOR must have written approval from the CONTRACT Administrator for any repair that will keep a Vehicle out of service for more than five (5) calendar days.
- j. The CONTRACTOR shall be solely responsible for the operation of each Vehicle in accordance with all federal, state, and local regulations. Additionally, the CONTRACTOR shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicles. The CONTRACTOR shall utilize every practicable safeguard so as to minimize the discharge of pollutants. The CONTRACTOR shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the Services provided by CONTRACTOR hereunder.



- k. In the event a vehicle sustains damage, it shall be the responsibility of the CONTRACTOR to make any and all repairs at its sole expense using only OEM parts, as available, in accordance with manufacturer's specifications. The COUNTY reserves the right, but not the obligation, to inspect all repairs.

In the event a vehicle is damaged beyond repair (totaled), all insurance proceeds received from the CONTRACTOR's insurance policy shall be turned over to the COUNTY in their entirety. Prior to the final settlement with the insurer, the COUNTY's Risk Management Department shall be contacted to approve the settlement amount. If the amount appears to be less than the actual cash value (ACV) of the vehicle in question, the COUNTY reserves the right to hire an independent adjuster to review the claim in anticipation of further negotiation prior to a final settlement. In no case shall a totaled vehicle claim be settled without COUNTY approval.

15. COUNTY'S RESPONSIBILITIES. The COUNTY will have the following duties, which it agrees will be faithfully executed during the term of the CONTRACTOR:

- a. Inspections will occur as needed and frequently as determined by the COUNTY. The COUNTY will complete a visual and mechanical inspection of each Vehicle, a comprehensive review of each Vehicle's maintenance file, a crosscheck of the reported repairs compared to the actual on Vehicle parts and signs of excessive wear.
- b. Beginning January 5, 2015, the COUNTY will transfer possession of the Vehicles shown on Exhibit "A" to the CONTRACTOR. The parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") detailing the condition of each vehicle and verify CONTRACTOR acceptance of the Vehicle.

16. VEHICLE TRANSFER PROCESS - "FROM". During the term of the CONTRACT, vehicles may be reassigned and transferred FROM the CONTRACTOR due to changes in demand, partial termination or the expiration of the CONTRACT, as specified in the CONTRACT:

- a. The COUNTY will determine the number of vehicles to be transferred from the CONTRACTOR.
- b. The COUNTY will notify the CONTRACTOR in writing of the intent to transfer vehicles from the CONTRACTOR at least seven days prior to the transfer and

include the reason for the transfer.

- c. The CONTRACTOR will return the vehicles to the COUNTY in the same condition they were in when delivered to the CONTRACTOR, subject to reasonable wear and tear. The CONTRACTOR shall not be responsible for the depreciation resulting from the authorized use of the Vehicles.
- d. The COUNTY will select the vehicles to be transferred. Vehicles will be selected from the middle third of the "from" CONTRACTOR's fleet, as determined by vehicle mileage.
- e. The CONTRACTOR shall make selected vehicles available to the COUNTY and the "TO" CONTRACTOR for inspection prior to the specified date of the transfer.

17. VEHICLE TRANSFER PROCESS - "TO". During the term of the CONTRACT, Vehicles may transfer TO the CONTRACTOR, due to changes in demand, partial termination of another CONTRACTOR, as provided in the CONTRACT.

- a. The CONTRACTOR shall acknowledge and understand the Vehicles transferred "to" are used and CONTRACTOR accepts the Vehicles "as is" for all purposes of this Assignment.. CONTRACTOR and COUNTY agree that (a) CONTRACTOR and COUNTY will inspect the Vehicles and identify existing defects; (b) CONTRACTOR will provide COUNTY a list of defects on the Vehicles as a result of said inspection; (c) that COUNTY and CONTRACTOR shall agree on a list of all noted defects and thereafter, CONTRACTOR accepts the Vehicles "as is" for all purposes of the CONTRACT and this Vehicle Assignment Acceptance ; (d) and verify the vehicle transfer and vehicle condition through a Mid-Contract Vehicle Acceptance Form.
- b. The COUNTY will exclude from the "from" vehicle list any vehicles that (1) have undergone excessive breakdowns, maintenance and/or repairs, (2) have displayed fuel and oil consumption exceeding the fleet/vehicle type average, and/or (3) have been involved in one or more accidents.
- c. The COUNTY will also identify up to three "contingency" vehicles in case the vehicles inspected have more than reasonable wear and tear, or there appear to be "hidden" repairs not appearing on the maintenance history report.
- d. The vehicle maintenance file will be made available to the CONTRACTOR for

review.

- e. The CONTRACTOR may refuse to accept any Vehicle due to mechanical concerns. In such case the COUNTY will select another vehicle for transfer.
- f. Once the vehicle is accepted, it is accepted "as is" and all further maintenance requirements are the responsibility of the "to" CONTRACTOR.

18. CONTRACT TERMINATION. If, upon CONTRACT termination, the COUNTY's appraisal determines that the vehicles have been subject to excess wear and tear, the CONTRACTOR will be responsible and liable for the cost to restore the vehicles to the required condition, subject to the CONTRACTOR's right to obtain its own appraisal and/or dispute the amount owed as provided by applicable law. Standards that COUNTY applies in determining that the vehicles have been subject to excess wear and tear are:

- a. The manufacturer's maintenance schedule has not been met;
- b. The vehicles will not pass any inspection to which it is or will be subject;
- c. The vehicles does not have all undamaged matching tires or brake linings with at least 50% of the original tread life of each tire or with at least 50% of the useable brake linings remaining;
- d. The vehicles are not returned with the same equipment and accessories, in working order, as installed at time of delivery to CONTRACTOR;
- e. There are rips, tears, burns, soiling, graffiti or excessive wear to the carpet or other flooring, seats, doors, windows, headliner or dashboard;
- f. There are scratches, dents, pits, rust areas, mismatches of paint or cracks in the fenders, bumpers, grill, roof, hood, trunk or doors, or other body damage or improper repairs;
- g. The vehicles paint is in a worse condition than when originally assigned and accepted, accepted and such deterioration of paint is not assignable to ordinary wear and tear;
- h. The engine, drive train, wheelchair lift or any other mechanical, safety or electrical parts do not operate properly;
- i. There are any unapproved special identifications, markings or modifications anywhere on the vehicles;
- j. The windows, lenses or lights are cracked, faded or broken and such deterioration is not windows or lenses or lights is not assignable to ordinary wear and tear;
- k. Damage has resulted from sand, excessive use, abuse, misuse, negligence or accident.
- l. The vehicles must be clean, both interior and exterior.

19. In all cases, The COUNTY, shall have the right to inspect and to approve the condition of the Vehicles prior to COUNTY acceptance, and should the COUNTY determine that the vehicle is not in the proper condition, the CONTRACTOR shall at its sole cost and expense remedy any and all deficiencies identified by the COUNTY. The return of the vehicles at the end of the CONTRACT term must be scheduled with the COUNTY so that it can inspect the vehicles for acceptance on their return. In the event the CONTRACTOR fails to deliver the vehicles to the COUNTY as set forth above, the COUNTY shall have the right to take immediate possession of the vehicles, and the CONTRACTOR be solely responsible for and shall reimburse to COUNTY all expenses (which expenses shall include, but not be limited to any and all legal fees and costs) incurred by the COUNTY in effectuating such repossession and the restoration of the vehicles to the proper condition. COUNTY shall have the right to deduct all owed expense from any payments due to the CONTRACTOR.

CONTRACTOR:

MV Transportation, Inc

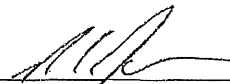
Palm Tran

By:   
Signature

David B. Brown  
Typed Name

Interim CFO  
Title

1/12/15  
Date

By:   
Signature

Ron Jones  
Typed Name

Director, Palm Tran Connection  
Title

1/14/15  
Date

**Exhibit A - Vehicle List**

**Exhibit B - New Vehicle Acceptance Form**

Vehicle #: \_\_\_\_\_ Mileage: \_\_\_\_\_ VIN # (last 5 digits): \_\_\_\_\_

Vehicle Exterior (Check if Compliant)		
Cleanliness	Windshield Wipers/Washer	
Side Mirrors	Horn	
Hazards (Flashers)	Headlights (High/Low Beam)	
Turn Signals	Parking Lights	
Brake Lights	Back Up Alarm	
Back Up Lights	Battery Storage Box	
Window Operation/Condition	Windshield (No Cracks or Chips)	
CONNECTION Logo / Signage		
Body Damage / Exterior paint (Greater than 1"): _____		
Vehicle Interior (Check if Compliant)		
MDT Device	Spill Kit	
Speedometer	First Aid Kit	
Valid Registration Card	Seatbelt Extensions	
Accident & Emergency Procedure Checklist	Rear View Mirror	
Back Up Camera & Screen	Interior Lights	
Signage	Air Conditioning (Temp _____ F)	
Condition of Floor	Emergency Triangles/Flares (3 Secured)	
Fire Extinguisher (Charged & Mounted)	Steering	
Web Cutter	Seat Belts	
Seat Condition	W/C Securement Container/Pouch	
Spare Tire	Cleanliness	
Surveillance Camera & and Controller	Lift Manual Pump Handle	
4 Point W/C Tie Downs (1 set per position)	Fire Suppression System(Charged and Mounted)	
Oxygen Tank Holder	W/C Straps	
Tire Condition (Note any Deficiency): _____		
Vehicle Mechanical (Check if Compliant)		
Exhaust System, Muffler Strap	No Fluid Leaks	
Lug Nuts (If Missing, Specify Wheel _____ )	Emergency Brake	
Engine Warning Lights/Gauges	Fire Suppression System	
Vehicle Transmission	Brakes	
Brake Interlock System	Lift Roll Stop	
W/C Lift	Transit Door	
A/C System (Front and Rear)		

**Vehicle Acceptance Document**

Vehicle #: \_\_\_\_\_ Milcage: \_\_\_\_\_ VIN # (last 5 digits): \_\_\_\_\_

Date: \_\_\_\_\_

Vehicle number # \_\_\_\_\_ has been assigned to (VENDOR). (VENDOR) has taken position of this vehicle and hereby agrees that the vehicle meets all Contract requirements and accepts this vehicle "as is."

Inspection performed by (print): \_\_\_\_\_ Sign: \_\_\_\_\_

(Palm Tran)

Carrier Representative (print): \_\_\_\_\_ Sign: \_\_\_\_\_

(Vendor)



ATTACHMENT 2 – SERVICE DEMAND FORECAST

Attachment Two - Service Demand and Estimated Hours										
Annual Service Estimates										
Contract Year	Term (Feb to Jan)	Annual Trips	Growth Rate	Annual Miles	Growth Rate	Total Annual Hours	Growth Rate	Annual Fuel Cost	Growth Rate	Weekday Hours
1	2015-16	869,827		10,669,444		548,936		\$ 3,478,346		
2	2016-17	894,748	3%	10,754,450	1%	602,979	10%	\$ 3,242,152	-7%	
3	2017-18*	920,884	3%	10,998,971	2%	619,671	3%	\$ 3,656,603	13%	
4	2018-19	959,285	4%	11,471,168	4%	648,737	5%	\$ 3,987,967	9%	
5a	2019-20**	166,276		1,988,336		112,448		\$ 691,248		98,954
5b		831,381	4%	9,941,679	4%	562,239	4%	\$ 3,655,636	9%	494,770
6	2020-21	1,037,563	4%	12,407,215	4%	701,674	4%	\$ 4,781,572	10%	617,473
7	2021-22	1,079,066	4%	12,903,504	4%	729,741	4%	\$ 5,259,730	10%	642,172
*Adjusted for Hurricane										
** Estimated 4% Annual Growth - 1.48 Annual Productivity										
Red Notes Actuals										
Package "A" - 50% North County* / MV										
Contract Year	Term (Feb to Jan)	Estimated Annual Trips	Estimated Annual Miles	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday
1	2015-16									
2	2016-17									
3	2017-18*									
4	2018-19									
5a	2019-20**	66,510	795,334	44,979	37,108	7,871		1,098	908	
5b		415,690	4,970,839	281,120	241,763	39,357		1,142.19	908	
6	2020-21	518,782	6,203,608	350,837	301,720	49,117		1,188	945	
7	2021-22	539,533	6,451,752	364,871	313,789	51,082		1,235	982	
		1,540,515	18,421,533	1,041,806	894,379	147427.168				
Package "B" - 50% South County / First Transit										
Contract Year	Term (Feb to Jan)	Estimated Annual Trips	Estimated Annual Miles	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday
1	2015-16									
2	2016-17									
3	2017-18*									
4	2018-19									
5a	2019-20**	66,510	795,334	44,979	39,357		5,622	1,151		649
5b		415,690	4,970,839	281,120	253,008		28,112	1,195		649
6	2020-21	518,782	6,203,608	350,837	315,753		35,084	1,243		675
7	2021-22	539,533	6,451,752	364,871	328,384		36,487	1,293		702
		1,540,515	18,421,533	1,041,806	936,501		105,305			
Package "C" - 20% South County										
Contract Year	Term (Feb to Jan)	Estimated Annual Trips	Estimated Annual Miles	Total Annual Hours	Weekday Hours	Saturday Hours	Sunday Hours	Hours Per Weekday	Hours Per Saturday	Hours Per Sunday
1	2015-16									
2	2016-17									
3	2017-18*									
4	2018-19									
5a	2019-20**	33,255	397,667	22,490	22,490			89		
5b										
6	2020-21									
7	2021-22									
		33,255	397,667	22,490	22,490			89		

ATTACHMENT 3 – CURRENT VEHICLE ASSIGNMENTS AND RUN PACKAGE “C” VEHICLE  
ASSIGNMENTS

MV'S VEHICLE ACQUISITION									
	Configuration	Lift Maker	VIN Number	Year of Chassis	Make	MFG	PTC Bus #	Tag #	County Asset #
1	6/2	RICON	1FDWE3FL8EDB18114	2014	FORD E350	VANTERRA XL	4701	TD7157	101977410000000
2	6/2	RICON	1FDWE3FLXEDB18115	2014	FORD E350	VANTERRA XL	4702	TD7158	101977420000000
3	6/2	RICON	1FDWE3FL1FDA00830	2015	FORD E350	VANTERRA XL	5701	TC8283	101977540000000
4	6/2	RICON	1FDWE3FL7FDA03392	2015	FORD E350	VANTERRA XL	5706	TC8282	101977590000000
5	3/1	RAMP	2C7WDGBG9ER476555	2014	Dodge	Grand Caravan	4821	TD0089	101977910000000
6	3/1	RAMP	2C7WDGBG0ER476556	2014	Dodge	Grand Caravan	4822	TD0090	101977920000000
7	3/1	RAMP	2C7WDGBG2ER476557	2014	Dodge	Grand Caravan	4823	TD0065	101977300000000
8	3/1	RAMP	2C7WDGBG4ER476558	2014	Dodge	Grand Caravan	4824	TD0100	101977930000000
9	3/1	RAMP	2C7WDGBG6ER476559	2014	Dodge	Grand Caravan	4825	TD0091	101977940000000
10	3/1	RAMP	2C7WDGBG2ER476560	2014	Dodge	Grand Caravan	4826	TD0092	101977950000000
11	3/1	RAMP	2C7WDGBG4ER476561	2014	Dodge	Grand Caravan	4827	TD0084	101977960000000
12	3/1	RAMP	2C7WDGBG6ER476562	2014	Dodge	Grand Caravan	4828	TD0093	101977970000000
13	3/1	RAMP	2C7WDGBG8ER476563	2014	Dodge	Grand Caravan	4829	TD0082	101977980000000
14	3/1	RAMP	2C7WDGBGXER476564	2014	Dodge	Grand Caravan	4830	TD0085	101977990000000

ATTACHMENT 4 – TRANSITION TIMELINE

Day and Date	Calendar Days Prior to final day of service	EVENT DESCRIPTION
Saturday, February 09, 2019	(48)	First Transit – First Vehicle Inspection (TEN MINIVANS)
Sunday, February 10, 2019	(47)	MV – First Vehicle Inspection (TEN MINIVANS PLUS FOUR CUTAWAYS)
Monday, February 11, 2019	(46)	First Transit – First Vehicle Inspection Reports Submitted to County/Palm Tran Connection
Tuesday, February 12, 2019	(45)	MV – First Vehicle Inspection Reports Submitted to County/Palm Tran Connection
Saturday, February 16, 2019	(41)	First Transit – Second Vehicle Inspection (EIGHT CUTAWAYS)
Sunday, February 17, 2019	(40)	MV – Second Vehicle Inspections (If Needed)
Monday, February 18, 2019	(39)	First Transit – Second Inspection Reports Submitted to County/Palm Tran Connection.
Tuesday, February 19, 2019	(38)	MV – Second Vehicle Inspection Reports Submitted to County/Palm Tran Connection (IF NEEDED)
Saturday, March 09, 2019	(20)	First Transit – Third Vehicle Inspection (EIGHT CUTAWAYS)
Sunday, March 10, 2019	(19)	MV – Third Vehicle Inspection (If Needed)
Monday, March 11, 2019	(18)	First Transit – Third Vehicle Inspection Reports Submitted to County/Palm Tran Connection. Inspections and Reports for vehicle transfer completed.
Tuesday, March 12, 2019	(17)	MV – Third Vehicle Inspection Reports Submitted to County/Palm Tran Connection. Inspections and Reports for vehicle transfer completed.
Saturday, March 16, 2019	(13)	
Sunday, March 17, 2019	(12)	
Monday, March 18, 2019	(11)	
Tuesday, March 19, 2019	(10)	
Monday, March 25, 2019		First Maruti Progress Payment Withheld
Friday, March 29, 2019	-	Last Day of Service for Maruti
Friday, March 29, 2019	-	ALL Final Repairs Completed BY MARUTI
Day and Date	CALENDAR DAYS, POST TERMINATIO	EVENT DESCRIPTION
Saturday, March 30, 2019	1	First Transit transfer of Spare keys, Vehicle Documentation, Vehicle Maintenance Files
Saturday, March 30, 2019	1	First Transit - Final Vehicle Inspection, plus vehicle transfer to First Transit Operatlng Base
Sunday, March 31, 2019	2	MV transfer of Spare keys, Vehicle Documentation, Vehicle Maintenance Files
Sunday, March 31, 2019	2	MV - Final Vehicle Inspection, plus vehicle transfer to MV Transit Operating Base
Sunday, March 31, 2019	2	Vehicle Acceptance Agreement with Maruti Fleet and Management terminates
Monday, April 01, 2019	3	First Day of New Service Delivery Model (Minus Maruti)
Monday, April 01, 2019	3	Second Maruti Progress Payment Withheld
Wednesday, April 03, 2019	5	First Transit – Final Vehicle Inspection Report Submitted to County/ Palm Tran Connection to include any and all costs incurred to repair vehicles formerly operated by Maruti.
Thursday, April 04, 2019	6	MV – Final Vehicle Inspection Report Submitted to County/Palm Tran Connection to include any and all costs incurred to repair vehicles formerly operated by Maruti.
Friday, April 12, 2019	14	Final Reports Due to County/Palm Tran Connection. Please refer to seperation agreement for specific reports.
Monday, April 15, 2019	17	Final Invoice Due to County/Palm Tran Connection.
Monday, April 15, 2019	17	Verification of Final Payroll.
Monday, July 08, 2019	101	Final Invoice Paid
Monday, July 08, 2019	101	Bond Released

ATTACHMENT 5 – INSPECTION FORM

Vehicle Safety Inspection




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/Running Lights
- \_\_\_\_\_ Brake Lights
- \_\_\_\_\_ Back Up Lights/Alarm/Camera
- \_\_\_\_\_ Exhaust System, Muffler Strap
- \_\_\_\_\_ Fluid Leaks
- \_\_\_\_\_ Vehicle Number
- \_\_\_\_\_ Lug Nuts (If Missing, Specify Wheel \_\_\_\_\_)
- \_\_\_\_\_ Tire Tread Condition & Depth



**Vehicle Interior**

_____ Cleanliness	_____ Rear View Mirror	_____ Fire Suppression System
_____ Valid FL Registration	_____ First Aid Kit	_____ Seat Belts
_____ Current Insurance Card	_____ Interior Lights	_____ Seatbelt Extensions
_____ Spill Kit	_____ Air Conditioning Temperature (Front A/C)	_____ W/C Securement Container/Pouch
_____ Speedometer	_____ Air Conditioning Temperature (Rear A/C)	_____ AVL/MDT (Proper Operation)
_____ Communication Device / Radio	_____ Engine Warning Lights/Gauges	_____ Condition of Floor
_____ Seat Condition	_____ Emergency Triangles/Flares (3 Secured)	_____ Surveillance Cameras
_____ Accident & Emergency Procedure Checklist	_____ Fire Extinguisher	_____ Video Red Light Blinking
_____ Steering	_____ (Min 5lb Charged & Mounted w/Gauge)	
_____ Service/Emergency Brakes		
_____ Interior Signage: No Smoking _____ Emergency Exit _____	_____ Complaint Information _____	_____ No Eating or Drinking on Vehicle _____ Video/Audio Surveillance _____

**ADA**

_____ Brake Interlock System	_____ Lift Operation	_____ Condition of 3 Point Restraints	_____ Lift Manual Pump Handle
_____ Lift Roll Stop	_____ Condition of W/C 4 Point Tie Downs	_____ # of 3 Point Restraints	_____ Slip Resistant Steps/Ramp
_____ Lift Ramp	_____ # of 4 Point W/C Tie Downs	_____ # of Blue Loops	_____ Web Cutter

\_\_\_\_ 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 pulling vehicle back in service.

**COMMENTS/ CONCERNS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspection performed by: \_\_\_\_\_ Carrier Representative: \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Revised: 5/22/18

ATTACHMENT 6 – REVISED PRICE PROPOSAL PAGES

Page 1 of 19<sub>1</sub> is hereby amended to the Contract and shall provide as follows:

The following price is submitted as the all inclusive price to provide paratransit service to Palm Tran Connection in accordance with the Requirements/Scope of Work/Services set forth in this RFP document. Proposal Option (check one):

- X 40% Run Package "A"
- ☐ 40% Run Package "B"

TOTAL PROPOSED PRICE FOR ALL SEVEN (7) YEARS: \$87,366,053

Page 3 of 19<sub>1</sub> is hereby amended to the Contract and shall provide as follows:

REVISED - APPENDIX A  
PRICE PROPOSAL PAGES RFP NO. 14-041 / SC

Cost Summary*									
Run Package: A									
	Year 1	Year 2	Year 3	Year 4	Year 5 A	Year 5 B	Year 6	Year 7	Total
Mobilization Costs	\$ 241,871				\$ 100,000	\$ -			\$ 341,871
Fixed Costs	\$ 882,256	\$ 882,512	\$ 900,112	\$ 909,379	\$ 154,377	\$ 771,885	\$ 942,523	\$ 962,124	\$ 6,405,168
Variable Costs	\$ 7,408,911	\$ 7,836,067	\$ 8,120,087	\$ 8,274,203	\$ 1,529,740	\$ 9,560,875	\$ 12,131,949	\$ 12,898,177	\$ 67,760,008
Fuel Costs	\$ 1,384,429	\$ 1,286,631	\$ 1,488,176	\$ 1,627,863	\$ 356,088	\$ 1,780,440	\$ 2,350,181	\$ 2,585,199	\$ 12,859,006
Annual Costs	\$ 9,917,467	\$ 10,005,210	\$ 10,508,375	\$ 10,811,445	\$ 2,140,205	\$ 12,113,199	\$ 15,424,652	\$ 16,445,500	\$ 87,366,053

Page 15 of 19<sub>1</sub> Form B-3, is hereby amended to the Contract and shall provide as follows:

APPENDIX A PRICE PROPOSAL PAGES RFP NO. 14-041/ SC Fixed Variable Annual Expense Form B-3									
	Proposal Package:	A							
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5A	Yr 5B	Yr 6	Yr 7
Per Actual Vehicle Hours Variable Reimbursement Rates									
Complete this section if proposing on 40% run package ("A" or "B")									
73 Est. Actual Vehicle Hours per Year (40% package)		239,771	250,834	253,832	249,073	44,979	281,120	350,837	364,871
74 Total Variable Cost (Row 48)		\$ 7,408,911.00	\$ 7,836,067.10	\$ 8,120,086.99	\$ 8,274,203.00	\$ 1,529,739.93	\$ 9,560,874.57	\$ 12,131,948.64	\$ 12,898,176.98
75 Variable Cost per Revenue Hour (Row 53/Row 52)		\$ 30.50	\$ 31.24	\$ 31.99	\$ 33.22	\$ 34.01	\$ 34.01	\$ 34.58	\$ 35.35

ATTACHMENT 7 – CURRENT VEHICLE LIST

	Configuration	Lift Maker	VIN Number	Year of Chassis	Make	MFG	PTC Bus #	Tag #	County Asset #
1	12/2	RICON	1FDFE4FS9FDA01365	2015	Ford E450	Getaway Universal	5301 - P	TD9995	101976300000000
2	12/2	RICON	1FDFE4FS0FDA01366	2015	Ford E450	Getaway Universal	5302 - P	TD8423	101976990000000
3	12/2	RICON	1FDFE4FS2FDA01367	2015	Ford E450	Getaway Universal	5303 - P	TD8411	101976310000000
4	12/2	RICON	1FDFE4FS4FDA01368	2015	Ford E450	Getaway Universal	5304 - P	TD8410	101976320000000
5	12/2	RICON	1FDFE4FS6FDA01369	2015	Ford E450	Getaway Universal	5305 - P	TD8422	101976330000000
6	12/2	RICON	1FDFE4FS2FDA01370	2015	Ford E450	Getaway Universal	5306 - P	TD8420	101976340000000
7	12/2	RICON	1FDFE4FS4FDA01371	2015	Ford E450	Getaway Universal	5307 - P	TD9181	101977000000000
8	12/2	RICON	1FDFE4FS6FDA01372	2015	Ford E450	Getaway Universal	5308 - P	TD8412	101976350000000
9	12/2	RICON	1FDFE4FS8FDA01373	2015	Ford E450	Getaway Universal	5309 - P	TD8413	101976360000000
10	8/3	RICON	1FDFE4FS7FDA00022	2015	Ford E450	Getaway Universal	5201 - P	TD9187	101976370000000
11	8/3	RICON	1FDFE4FS9FDA00023	2015	Ford E450	Getaway Universal	5202 - P	TD8419	101976380000000
12	8/3	RICON	1FDFE4FS9FDA00024	2015	Ford E450	Getaway Universal	5203 - P	TD9617	101977010000000
13	8/3	RICON	1FDFE4FS9FDA00025	2015	Ford E450	Getaway Universal	5204 - P	TD8416	101976390000000
14	8/3	RICON	1FDFE4FS9FDA00026	2015	Ford E450	Getaway Universal	5205 - P	TD8417	101976400000000
15	8/3	RICON	1FDFE4FS9FDA00027	2015	Ford E450	Getaway Universal	5206 - P	TD9182	101976410000000
16	8/3	RICON	1FDFE4FS6FDA01355	2015	Ford E450	Getaway Universal	5207 - P	TD8409	101976420000000
17	8/3	RICON	1FDFE4FS8FDA01356	2015	Ford E450	Getaway Universal	5208 - P	TD9169	101976430000000
18	8/3	RICON	1FDFE4FSXFDA01357	2015	Ford E450	Getaway Universal	5209 - P	TD8414	101976440000000
19	8/3	RICON	1FDFE4FS1FDA01358	2015	Ford E450	Getaway Universal	5210 - P	TD9185	101976450000000
20	8/3	RICON	1FDFE4FS3FDA01359	2015	Ford E450	Getaway Universal	5211 - P	TD9615	101976460000000
21	8/3	RICON	1FDFE4FSXFDA01360	2015	Ford E450	Getaway Universal	5212 - P	TD8424	101976470000000
22	8/3	RICON	1FDFE4FS1FDA01361	2015	Ford E450	Getaway Universal	5213 - P	TD8426	101977020000000
23	8/3	RICON	1FDFE4FS3FDA01362	2015	Ford E450	Getaway Universal	5214 - P	TD8415	101976480000000
24	8/3	RICON	1FDFE4FS5FDA01363	2015	Ford E450	Getaway Universal	5215 - P	TD8425	101977030000000
25	8/3	RICON	1FDFE4FS7FDA01364	2015	Ford E450	Getaway Universal	5216 - P	TD9188	101976490000000
26	6/2	RICON	1FDEE3FL1FDA00693	2015	Ford E350	Getaway Sports	5101	TD9184	101976500000000
27	6/2	RICON	1FDEE3FL3FDA00694	2015	Ford E350	Getaway Sports	5102	TD9988	101976510000000
28	6/2	RICON	1FDEE3FL5FDA00695	2015	Ford E350	Getaway Sports	5103	TD8000	101976520000000
29	6/2	RICON	1FDEE3FL7FDA00696	2015	Ford E350	Getaway Sports	5104	TD7999	101976530000000
30	6/2	RICON	1FDEE3FL9FDA00697	2015	Ford E350	Getaway Sports	5105	TD9174	101976540000000
31	6/2	RICON	1FDEE3FL0FDA00698	2015	Ford E350	Getaway Sports	5106	TD9987	101976550000000
32	6/2	RICON	1FDEE3FL2FDA00699	2015	Ford E350	Getaway Sports	5107	TD9989	101976560000000
33	6/2	RICON	1FDEE3FL5FDA00700	2015	Ford E350	Getaway Sports	5108	TD9173	101976570000000
34	6/2	RICON	1FDEE3FL7FDA00701	2015	Ford E350	Getaway Sports	5109	TD9172	101976580000000
35	6/2	RICON	1FDEE3FL9FDA00702	2015	Ford E350	Getaway Sports	5110	TD9176	101976590000000
36	6/2	RICON	1FDEE3FL0FDA00703	2015	Ford E350	Getaway Sports	5111	TD9171	101976600000000
37	6/2	RICON	1FDEE3FL2FDA00704	2015	Ford E350	Getaway Sports	5112	TD9180	101977040000000
38	6/2	RICON	1FDEE3FL4FDA00705	2015	Ford E350	Getaway Sports	5113	TD9990	101976610000000
39	6/2	RICON	1FDEE3FL6FDA00706	2015	Ford E350	Getaway Sports	5114	TD9623	101977050000000
40	6/2	RICON	1FDEE3FL8FDA00707	2015	Ford E350	Getaway Sports	5115	TD7996	101975920000000
41	6/2	RICON	1FDEE3FLXFDA00708	2015	Ford E350	Getaway Sports	5116	TD9991	101976620000000
42	6/2	RICON	1FDEE3FL1FDA00709	2015	Ford E350	Getaway Sports	5117	TD9992	101976630000000
43	6/2	RICON	1FDEE3FL8FDA00710	2015	Ford E350	Getaway Sports	5118	TD8418	101976640000000
44	6/2	RICON	1FDEE3FLXFDA00711	2015	Ford E350	Getaway Sports	5119	TD9621	101976650000000
45	6/2	RICON	1FDEE3FL1FDA00712	2015	Ford E350	Getaway Sports	5120	TD9986	101976660000000
46	6/2	RICON	1FDEE3FL2FDA02968	2015	Ford E350	Getaway Sports	5121	TD8002	101976670000000
47	6/2	RICON	1FDEE3FL4FDA02969	2015	Ford E350	Getaway Sports	5122	TD9150	101976680000000
48	6/2	RICON	1FDEE3FL0FDA02970	2015	Ford E350	Getaway Sports	5123	TD9620	101977060000000
49	6/2	RICON	1FDEE3FL2FDA02971	2015	Ford E350	Getaway Sports	5124	TD9151	101976690000000
50	6/2	RICON	1FDEE3FL4FDA02972	2015	Ford E350	Getaway Sports	5125	TD9183	101976700000000
51	6/2	RICON	1FDEE3FL6FDA02973	2015	Ford E350	Getaway Sports	5126	TD9168	101976710000000
52	6/2	RICON	1FDEE3FL8FDA02974	2015	Ford E350	Getaway Sports	5127	TD9153	101976720000000
53	6/2	RICON	1FDEE3FLXFDA02975	2015	Ford E350	Getaway Sports	5128	TD7997	101975930000000
54	6/2	RICON	1FDEE3FL3FDA02977	2015	Ford E350	Getaway Sports	5130	TD9619	101976740000000
55	6/2	RICON	1FDEE3FL5FDA02978	2015	Ford E350	Getaway Sports	5131	TD9154	101976750000000

ATTACHMENT NO.7 TO  
SECOND AMENDMENT TO  
CONTRACT NO. 14-041/SC

	Configuration	Lift Maker	VIN Number	Year of Chassis	Make	MFG	PTC Bus #	Tag #	County Asset #
56	6/2	RICON	1FDEE3FL7FDA02979	2015	Ford E350	Getaway Sports	5132	TD9157	101979790000000
57	6/2	RICON	1FDEE3FL3FDA02980	2015	Ford E350	Getaway Sports	5133	TD9625	101977070000000
58	6/2	RICON	1FDEE3FL5FDA02981	2015	Ford E350	Getaway Sports	5134	TD9152	101977080000000
59	6/2	RICON	1FDEE3FL7FDA02982	2015	Ford E350	Getaway Sports	5135	TD9618	101977090000000
60	6/2	RICON	1FDEE3FL9FDA02983	2015	Ford E350	Getaway Sports	5136	TD9622	101977100000000
61	6/2	RICON	1FDEE3FL0FDA02984	2015	Ford E350	Getaway Sports	5137	TD9155	101976770000000
62	6/2	RICON	1FDEE3FL2FDA02985	2015	Ford E350	Getaway Sports	5138	TD9993	101976780000000
63	6/2	RICON	1FDEE3FL9FDA07102	2015	Ford E350	Getaway Sports	5139	TD9616	101976790000000
64	6/2	RICON	1FDEE3FL0FDA07103	2015	Ford E350	Getaway Sports	5140	TD9178	101979770000000
65	6/2	RICON	1FDEE3FL2FDA07104	2015	Ford E350	Getaway Sports	5141	TD9179	101976810000000
66	6/2	RICON	1FDEE3FL4FDA07105	2015	Ford E350	Getaway Sports	5142	TD9626	101977110000000
67	6/2	RICON	1FDEE3FL6FDA07106	2015	Ford E350	Getaway Sports	5143	TD9156	101976820000000
68	6/2	RICON	1FDEE3FL8FDA07107	2015	Ford E350	Getaway Sports	5144	TD9177	101977120000000
69	6/2	RICON	1FDEE3FLXFDA07108	2015	Ford E350	Getaway Sports	5145	TD9170	101977130000000
70	6/2	RICON	1FDEE3FL1FDA07109	2015	Ford E350	Getaway Sports	5146	TD9994	101976830000000
71	6/2	RICON	1FDEE3FL8FDA07110	2015	Ford E350	Getaway Sports	5147	TD8001	101976840000000
72	6/2	RICON	1FDEE3FLXFDA07111	2015	Ford E350	Getaway Sports	5148	TD8003	101977140000000
73	6/2	RICON	1FDEE3FL1FDA07112	2015	Ford E350	Getaway Sports	5149	TD9186	101976860000000
74	6/2	RICON	1FDEE3FL3FDA07113	2015	Ford E350	Getaway Sports	5150	TD9189	101976870000000
75	6/2	RICON	1FDEE3FL5FDA07114	2015	Ford E350	Getaway Sports	5151	TD9175	101976880000000
76	6/2	RICON	1FDEE3FL7FDA07115	2015	Ford E350	Getaway Sports	5152	TD9624	101977150000000
77	6/2	BRAUN	1FDEE3FL6DDB04870	2013	Ford E350	STARCRAFT	3907	TE2478	101978590000000
78	6/2	BRAUN	1FDEE3FL4DDB12773	2013	Ford E350	STARCRAFT	3908	TE4010	101978580000000
79	6/2	BRAUN	1FDEE3FL1DDB09720	2013	Ford E350	STARCRAFT	3909	TE2479	101978610000000
80	6/2	BRAUN	1FDEE3FL1DDB12763	2013	Ford E350	STARCRAFT	3910	TE2485	101978600000000
81	3/1	RAMP	2C7WDGGBG3ER476535	2014	Dodge	Grand Caravan	4801	TD8708	101977850000000
82	3/1	RAMP	2C7WDGGBG5ER476536	2014	Dodge	Grand Caravan	4802	TD0057	101977160000000
83	3/1	RAMP	2C7WDGGBG7ER476537	2014	Dodge	Grand Caravan	4803	TC9987	101977860000000
84	3/1	RAMP	2C7WDGGBG9ER476538	2014	Dodge	Grand Caravan	4804	TD0066	101977170000000
85	3/1	RAMP	2C7WDGGBG0ER476539	2014	Dodge	Grand Caravan	4805	TD0067	101977180000000
86	3/1	RAMP	2C7WDGGBG7ER476540	2014	Dodge	Grand Caravan	4806	TD0068	101977190000000
87	3/1	RAMP	2C7WDGGBG9ER476541	2014	Dodge	Grand Caravan	4807	TD0069	101977200000000
88	3/1	RAMP	2C7WDGGBG0ER476542	2014	Dodge	Grand Caravan	4808	TD0058	101977210000000
89	3/1	RAMP	2C7WDGGBG2ER476543	2014	Dodge	Grand Caravan	4809	TD0059	101977220000000
90	3/1	RAMP	2C7WDGGBG4ER476544	2014	Dodge	Grand Caravan	4810	TD0060	101977230000000
91	4/2	BRAUN	1FDES6PM2JKA91513	2018	FORD	GLAVAL	8401	TF8200	102077260000000
92	4/2	BRAUN	1FDES6PM5JKB16100	2018	FORD	GLAVAL	8402	TF8198	102077270000000
93	4/2	BRAUN	1FDES6PMQJKA97651	2018	FORD	GLAVAL	8403	TF8199	102077280000000
94	3/0	N/A	ZFBERFAB1J6L08908	2018	RAM	PROMASTER WAGON	8001	TF8213	102097540000000
95	3/0	N/A	ZFBERFAB7J6L07553	2018	RAM	PROMASTER WAGON	8002	TF8214	102097550000000
96	3/0	N/A	ZFBERFABXJ6L08941	2018	RAM	PROMASTER WAGON	8003	TF8215	102097560000000
97	3/0	N/A	ZFBERFAB8J6L10137	2018	RAM	PROMASTER WAGON	8004	TF8212	102097570000000
98	3/0	N/A	ZFBERFABQJ6L08964	2018	RAM	PROMASTER WAGON	8005	TF8211	102097580000000
99	6/2	RICON	1FDWE3FL9FDA00834	2015	FORD E350	VANTERRA XL	5702	TC4864	101977550000000
100	6/2	RICON	1FDWE3FL7FDA03389	2015	FORD E350	VANTERRA XL	5703	TC8280	101977560000000
101	6/2	RICON	1FDWE3FL3FDA03390	2015	FORD E350	VANTERRA XL	5704	TC8288	101977570000000
102	6/2	RICON	1FDWE3FL5FDA03391	2015	FORD E350	VANTERRA XL	5705	TC8291	101977580000000
103	6/2	RICON	1FDWE3FL2FDA03395	2015	FORD E350	VANTERRA XL	5707	TC8299	101977600000000
104	6/2	RICON	1FDWE3FL4FDA03396	2015	FORD E350	VANTERRA XL	5708	TC8298	101977610000000
105	6/2	RICON	1FDWE3FL4FDA03401	2015	FORD E350	VANTERRA XL	5711	TC4861	101977640000000
106	6/2	RICON	1FDWE3FL6FDA03402	2015	FORD E350	VANTERRA XL	5712	TC8279	101977650000000
107	6/2	RICON	1FDWE3FL1FDA03405	2015	FORD E350	VANTERRA XL	5715	TC4863	101977680000000
108	6/2	RICON	1FDWE3FL3FDA00831	2015	FORD E350	VANTERRA XL	5722	TC8292	101977750000000
109	6/2	RICON	1FDWE3FL3FDA00828	2015	FORD E350	VANTERRA XL	5728	TC8293	101977810000000
110	6/2	RICON	1FDWE3FL2FDA03400	2015	FORD E350	VANTERRA XL	5731	TC8287	101977840000000

**THIRD AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT  
SERVICES, RUN PACKAGE A  
(Contract No. 14-041/SC; R 2014-1540)**

THIS THIRD AMENDMENT, dated FEBRUARY 11, 2021, is made to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package A, dated October 7, 2014, ("Contract") 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 MV Transportation, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, and MV Contract Transportation, Inc., a foreign profit corporation and subsidiary of MV Transportation, Inc., whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, authorized to do business in the State of Florida, hereinafter collectively referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CONTRACTOR, entered into that certain Contract under which the CONTRACTOR was to provide paratransit services to COUNTY beginning on or about February 1, 2015, and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package A; and

**WHEREAS**, on August 28, 2018, the parties entered into a First Amendment to the Contract to address tax credits for alternative fuel and other matters; and

**WHEREAS**, on February 5, 2019, the parties entered into a Second Amendment to the October 7, 2014, Contract acknowledging agreement to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1540) establishing additional terms regarding the vehicles furnished to CONTRACTOR for transportation services, to address the termination of the Maruti Fleet & Management, LLC, Contract and the transfer of its responsibilities to the CONTRACTOR, to address the COUNTY's need and right to shift runs and vehicles and increase the not-to-exceed amount by Fourteen Million Six Hundred Ninety-Five Thousand Six Hundred Twenty-One Dollars and Eighty cents (\$14,695,621.80), and to agree to certain cost neutral changes to the



Scope of Work (the Contract and amendments are collectively referred to herein as the "Contract"); and

**WHEREAS**, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 acknowledging the CDC's recommendation for community preparedness and everyday preventive measures including, but not limited to, the routine cleaning of frequently touched surfaces and objects, and directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a state of Emergency for the State of Florida as a result of COVID-19 Pandemic (the Pandemic); and

**WHEREAS**, on March 13, 2020, pursuant Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a local State of Emergency due to the Pandemic, which has since been extended in accordance with applicable law; and

**WHEREAS**, the Federal Transit Administration (FTA) has recommended that transit systems establish policies and procedures for the routine cleaning and disinfecting of surfaces frequently touched by passengers and employees and the use of face coverings and other personal protective equipment (PPE), to reduce the risk of COVID-19; and

**WHEREAS**, on March 13, 2020, in response to the Pandemic and to promote the health, safety, and wellbeing of Palm Tran Connection customers, the CONTRACTOR was directed to make certain purchases of PPE for use in its provision of paratransit services and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles. These products are necessary to ensure the health and safety of CONTRACTOR's drivers and Palm Tran Connection customers; and

**WHEREAS**, PPE and the type of cleaning products needed to sanitize the vehicles were outside the Scope of Work, unforeseen and therefore not contemplated in the payment structure; and

**WHEREAS**, the COUNTY and CONTRACTOR desire to amend the Contract to require CONTRACTOR's use of antiviral cleaning products, facial coverings, and other appropriate PPE during the Pandemic.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Amendment are true and correct and incorporated into and made a part of this Third Amendment.
2. ARTICLE 4 - PAYMENTS TO CONTRACTOR is hereby amended as follows:
  - a. Delete paragraph A in its entirety and insert in its place the following paragraph:

“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 Eighty-Seven Million Three Hundred Sixty-Six Thousand Fifty-Three Dollars and no cents (\$87,366,053.00). The actual total amount paid will be based on 1) the actual costs of personal protective equipment (PPE) and antiviral cleaning products, and 2) the actual number of services hours completed, which may be more or less than the service hours anticipated to establish the contract amount. The COUNTY’s obligations hereunder are subject to an annual appropriation by the Board of County Commissioners for the purposes of this Contract 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.”
  - b. Add the following sentence at the end of the paragraph B:

“A monthly reimbursement, which shall not exceed the maximum amount of Five Thousand Dollars and no cents (\$5,000.00) per month, which is included in the total not-to-exceed contract amount above, will be made for the purchase of PPE and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles.”
  - c. Delete paragraph C in its entirety and insert in its place the following paragraph:

“C. 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 and Section 4.2.1 of Exhibit A - Scope of Work.”

- d. Add the following sentence at the end of paragraph F:

“The COUNTY will reimburse the CONTRACTOR based on the verifiable costs of PPE and the antiviral cleaning products.”
3. EXHIBIT A, SCOPE OF WORK, SECTION 4.2, PAYMENT STRUCTURE, is amended to add the following as 4.2.1:

“4.2.1 Emergency. In times of Emergency declared by local, state, or federal governments, the COUNTY may direct the CONTRACTOR in writing to procure materials needed to protect the health, safety, or welfare of Palm Tran Connection drivers and passengers. The CONTRACTOR will be reimbursed for the reasonable, necessary, and documented cost of such materials used by CONTRACTOR for the Emergency; provided that, Palm Tran’s Executive Director has provided written notice to CONTRACTOR as to the type of materials to be used to address the impacts of the Emergency. Such materials may include, but shall not be limited to, eye protection/face shields, disinfecting cleaner, containers/product dispensers, disinfecting wipes, gloves, hand sanitizer, and signage, as authorized by Palm Tran’s Executive Director. Palm Tran’s Executive Director shall have the authority to determine, in his or her sole discretion, the type of materials appropriate for the Emergency and eligible for reimbursement hereunder. The amount to be reimbursed by the COUNTY for such materials shall not exceed the maximum amount of five thousand dollars (\$5,000.00) per month. CONTRACTOR shall invoice COUNTY monthly for such reimbursable expenses and include documentation acceptable to COUNTY of the sums expended for materials. Documentation shall include its actual receipts, an explanation and justification of usage, and any other documentation or information required by COUNTY.”
4. All other terms and conditions, including pricing and the total Contract amount, of the Contract not specifically amended herein, are hereby confirmed and shall remain in full force and effect.
5. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this THIRD AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.


**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Third Amendment on the day and year above written.

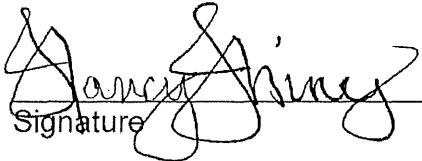
PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

WITNESSES:

  
Signature

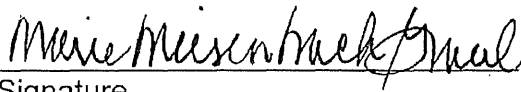
KATHERINE J. GRAUL  
Name (type or print)

  
Signature

NANCY MINER  
Name (type or print)

CONTRACTOR:

MV TRANSPORTATION, INC.  
Company Name

BY:   
Signature


Marie Meisenbach Graul  
Typed Name

Chief Financial Officer  
Title

WITNESSES:


  
Signature

KATHERINA J. GAUL  
Name (type or print)

  
Signature

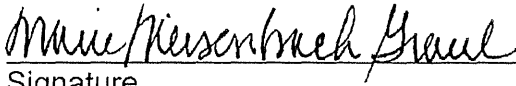
NANCY MINER  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:   
County Attorney  
Erin A. Helzlsouer

CONTRACTOR:

MV CONTRACT TRANSPORTATION, INC.  
Company Name

BY:   
Signature

Marie Meisenbach Gaul  
Typed Name

Chief Financial Officer  
Title

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
Clinton B. Forbes, Executive Director,  
Palm Tran

**FOURTH AMENDMENT  
TO CONTRACT FOR  
PALM TRAN CONNECTION PARATRANSIT  
SERVICES, RUN PACKAGE A  
(Contract No. 14-041/SC; R 2014-1540)**

**THIS FOURTH AMENDMENT**, dated January 28, 2022, is made to Contract No. 14-041/SC, the Contract for Palm Tran Connection Paratransit Services Run Package A, dated October 7, 2014, ("Contract") 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 MV Transportation, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, and MV Contract Transportation, Inc., a foreign profit corporation and subsidiary of MV Transportation, Inc., whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, authorized to do business in the State of Florida, hereinafter collectively referred to as the "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CONTRACTOR, entered into that certain Contract under which the CONTRACTOR was to provide paratransit services to COUNTY beginning on or about February 1, 2015, and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package A; and

**WHEREAS**, on August 28, 2018, the parties entered into a First Amendment to the Contract to address tax credits for alternative fuel and other matters; and

**WHEREAS**, on February 5, 2019, the parties entered into a Second Amendment to the Contract acknowledging agreement to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1540) establishing additional terms regarding the vehicles furnished to CONTRACTOR for transportation services, to address the termination of the Maruti Fleet & Management, LLC, Contract and the transfer of its responsibilities to the CONTRACTOR, to address the COUNTY'S need and right to shift runs and vehicles and increase the not-to-exceed amount by Fourteen Million Six Hundred Ninety-Five Thousand Six Hundred Twenty-One Dollars and Eighty cents (\$14,695,621.80), and to agree to certain cost neutral changes to the Scope of

Work (the Contract and amendments are collectively referred to herein as the "Contract"); and

**WHEREAS**, on February 17, 2021, the parties entered into a Third Amendment, in response to the COVID-19 Pandemic, to promote the health, safety, and wellbeing of Palm Tran Connection customers, the CONTRACTOR was directed to make certain purchases of personal protective equipment (PPE), up to \$5,000.00 per month, for use in its provision of paratransit services and of antiviral cleaning products to be used to clean and sanitize Palm Tran Connection vehicles which were outside the Scope of Work, unforeseen and therefore not contemplated in the payment structure; and

**WHEREAS**, the parties desire to modify ARTICLE 3 - SCHEDULE to extend the Contract for the period of February 1, 2022, through March 31, 2022, due to delays caused by the COVID-19 pandemic; and

**WHEREAS**, the parties desire to modify ARTICLE 4 - PAYMENTS TO CONTRACTOR, paragraph A, by increasing the authorized not-to-exceed total contract amount by One Million One Hundred Seventeen Thousand Two Hundred Eighteen Dollars and no cents (\$1,117,218.00).

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. The statements set forth in the Preamble of this Amendment are true and correct and incorporated into and made a part of this Fourth Amendment.
2. ARTICLE 3 - SCHEDULE, is hereby amended to read as follows:  
"The Contract 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 March 31, 2022."
3. ARTICLE 4 - PAYMENTS TO CONTRACTOR, paragraph A, is hereby amended to read as follows:  
"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 Eighty-Eight Million Four Hundred Eighty-Three Thousand Two Hundred Seventy-

One Dollars and no cents (\$88,483,271.00). The actual total amount paid will be based on 1) the actual costs of personal protective equipment (PPE) and antiviral cleaning products, and 2) the actual number of services hours completed, which may be more or less than the service hours anticipated to establish the contract amount. The COUNTY's obligations hereunder are subject to an annual appropriation by the Board of County Commissioners for the purposes of this Contract 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."

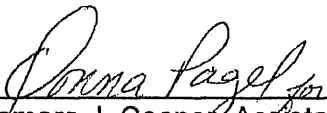
4. All other terms and conditions, including pricing, of the Contract not specifically amended herein, are hereby confirmed and shall remain in full force and effect.
5. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FOURTH AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

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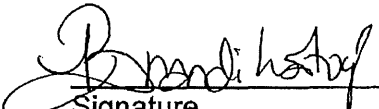


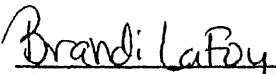
IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Fourth Amendment to the Contract on the day and year above written.


PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY SAMARA J. COOPER  
ASSISTANT DIRECTOR OF PURCHASING

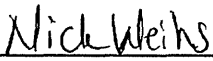
  
\_\_\_\_\_  
Samara J. Cooper, Assistant Director

WITNESSES:

  
\_\_\_\_\_  
Signature


  
\_\_\_\_\_  
Name (type or print)

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name (type or print)

CONTRACTOR:

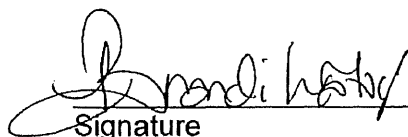
MV TRANSPORTATION, INC.  
\_\_\_\_\_  
Company Name

BY:   
\_\_\_\_\_  
Signature


Marie Meisenbach Gaul  
\_\_\_\_\_  
Typed Name

Chief Financial Officer  
\_\_\_\_\_  
Title

WITNESSES:

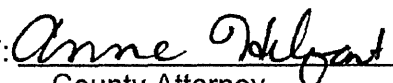
  
Signature

Brandi LaFay  
Name (type or print)

  
Signature


Nick Weiss  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:   
County Attorney

CONTRACTOR:


MV CONTRACT TRANSPORTATION,  
INC.  
Company Name

BY:   
Signature

Marie Meisenbach Graul  
Typed Name

Chief Financial Officer  
Title

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
Clinton B. Forbes, Executive Director,  
Palm Tran