

Broward County Transportation Disadvantaged Service Plan Major Update

September 2017

Prepared for: Broward County, Florida and the Florida Commission for the Transportation Disadvantaged

By: Broward Metropolitan Planning Organization and Broward County Community Transportation Coordinator (Broward County Transportation Department)

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PLAN OVERVIEW AND HISTORY

The Transportation Disadvantaged Service Plan (TDSP) annual update is coordinated between the Broward Metropolitan Planning Organization (MPO), Community Transportation Coordinator (CTC), and Florida Department of Transportation (FDOT) with guidance and approval of the Local Coordinating Board (LCB). This collaboration facilitates delivery of transportation services to persons in Broward County, Florida who are transportation disadvantaged.

The Broward County Board of County Commissioners was officially designated as CTC of the Broward County service area on August 15, 1990, pursuant to Chapter 427, Florida Statutes (FS). In its role as CTC, the Board of County Commissioners has expanded access to transportation disadvantaged (TD) services by means of added programs and service capability. CTC reports performance information and service updates to the LCB at each meeting. The Florida Commission for the Transportation Disadvantaged (CTD) created LCBs to enhance local participation in the planning and delivery of coordinated transportation services.

This TDSP update, required by the CTD, contains a development, service, quality assurance, and cost/revenue allocation and rate structure justification components. The TDSP operates in accordance with legislative requirements of Rule 41-2, Florida Administrative Code (FAC), in conformance with the CTD's "Coordinated Transportation Contracting Instructions" dated June 1996 and incorporates TDSP criteria provided by the CTD.

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I. DEVELOPMENT PLAN

This component of the TDSP identifies the long term goals and objectives for the Broward County paratransit program. The data presented herein reviews the history, the current status, and the goals of the Broward County Transit (BCT) Paratransit Transportation **OPtionS** (TOPS!) program.

A. INTRODUCTION TO THE SERVICE AREA

Delivery of transportation services in Broward County continues to evolve into a multi-provider, intermodal, intercounty, and coordinated system. The following background information provides an historical overview of the organization and development of the TD program at the local level.

1. Background of the TD Program

Broward County Government either purchases, subsidizes, or directly provides special transportation to eligible residents. The Board of County Commissioners, in its role as the CTC for Broward County, serves the needs of transportation disadvantaged persons. The County Commission has designated the Paratransit Services Section of the Transportation Department as the responsible agency for administering all contracts for paratransit services and the management of the CTC program. The Director of the Transportation Department is empowered to act for the County Commission in these matters.

The CTD Trust Fund subsidizes a portion of the transportation cost for those who are transportation disadvantaged, for trips which are not sponsored by an agency, and only with a cash or in-kind match. These non-sponsored transportation funds are for "...persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation..." and includes children at-risk as defined by FS 411.202.

The County also provides paratransit services in compliance with the Americans with Disabilities Act (ADA) of 1990. ADA/paratransit determination is based on a functional disability that prevents an individual from accessing and/or navigating public transit. The ADA requires the Transportation Department/BCT to offer complementary service to persons with disabilities who are unable to use the fixed-route bus system. The ADA paratransit service offers a level of service comparable to that provided to persons without disabilities who use the fixed-route system.

The CTC maintains a complaint process to address service related complaints and a monitoring program to ensure compliance with applicable federal and state requirements and guidelines. The CTC maintains an Ombudsman Program through the CTC Helpline that is available and accessible to all registered Broward County TD consumers.

<p>Paratransit (TOPS!) Customer Service ... 954-357-8400 (Option 2) Toll-Free Access ... 1-800-599-5432 Hearing-Speech Impaired/TTY ... 954-357-8302 (Teletype Machine Required)</p> <p>CTD Helpline ... 1-800-983-2435 TTY ... 711 (Florida Only) or 850-410-5708</p>
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The LCB provides information, advice, and direction to the CTC on the coordination of TD services and development of service standards that are consistent with the needs and resources of the community. The LCB has an appointed Grievance Committee to hear and advise the Board on grievances by users of TD services.

The County provides transportation service under the Transportation Department Emergency Preparedness Plan for persons who are mobility impaired, frail, elderly, and wheelchair users needing round-trip transportation between their dwelling and a special needs shelter in the event of an ordered evacuation. The County also maintains a Special Needs Population Registry. Transportation service is coordinated through the Elderly and Veterans' Services Division and Substance Abuse and Health Care Services Division.

2. Designation Date/History

The Transportation Department is charged with the responsibilities of contract administrator for the purchase of service and coordination of contracts providing specialized transportation in Broward County and, as appropriate, to the adjacent counties of Miami-Dade and Palm Beach. The Paratransit Services section of the Transportation Department provides immediate oversight, direction, and liaison with contracted and coordinated entities and consumers.

Specialized service is usually understood to mean door-to-door transportation, including assistance for persons who, due to age, functional disability or economic disadvantage, are unable to purchase, provide, or obtain their own transportation. For the purpose of common understanding, specialized service in this report is referred to as paratransit service(s).

In 1989, FS Chapter 427 created a coordinated system of TD services in the State of

Florida. The Broward County Board of County Commissioners, in its role as the CTC for Broward County, serves the needs of persons who are transportation disadvantaged. Transportation funded by the CTD Trust Fund provides trips for “persons who because of physical or mental disability, income status, or age...” are considered to be transportation disadvantaged.

ADA Civil Rights Legislation requires BCT, as an operator of a fixed route bus system, to offer complementary service to persons with disabilities who are unable to use the fixed route system. A complementary paratransit service operates at a level of service comparable to what is provided to persons without disabilities who are able to use the fixed route system. Since 1996, Broward County Transit has been in full compliance with six service criteria established by the ADA. BCT continues to meet or exceed service requirements mandated in the ADA legislation. Coordinated service delivery with Miami-Dade and Palm Beach Counties is ongoing in order to meet the growing need for inter-county trips.

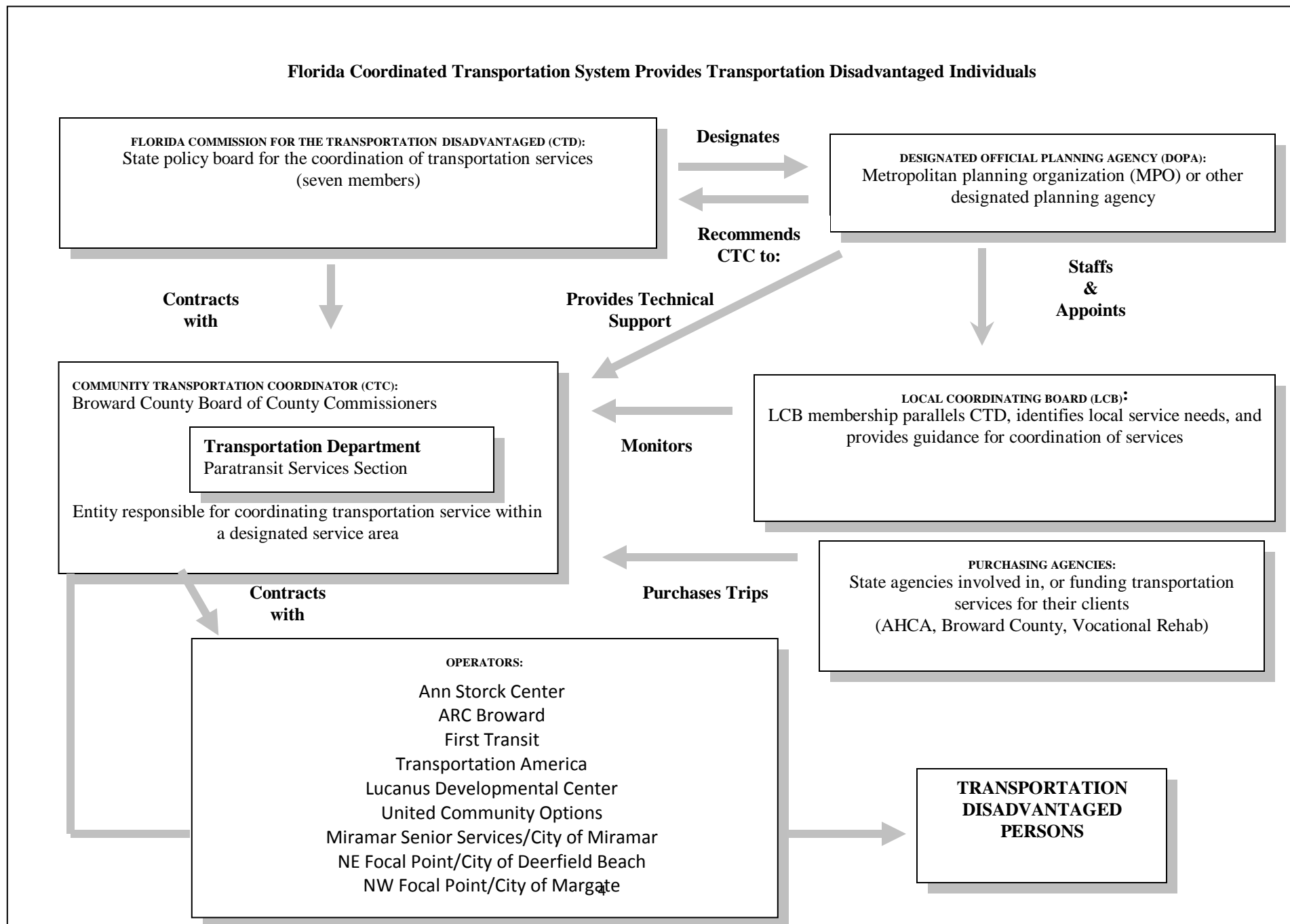
There are 1,762 registered clients with TOPS! TD door-to-door paratransit service and 1,674 are registered with the TD Bus Pass Program. There are 9,517 eligible ADA clients registered with TOPS! paratransit service. BCT’s Paratransit Services Section staff processed 10,470 applications and approved 6,927 applications for ADA and TD paratransit service.

Broward County paratransit is funded by the Broward County Board of County Commissioners and the State Transportation Disadvantaged Trust Fund (TDTF). The existing program is implemented through strict application of eligibility criteria, periodic reassessment of consumer eligibility and availability of free travel training in all aspects of utilizing the accessible fixed route system.

According to Center of Urban Transportation Research (CUTR) forecasts (found in Table 10), the TD population of Broward currently consists of 589,404 individuals. This number is anticipated to increase to 610,481 by the year 2023.

The LCB assists the CTC in identifying local service needs and provides information, advice and direction on the coordination of services to the transportation disadvantaged. The LCB appoints a Grievance Committee and establishes procedures, as required by 41-2 FAC, to serve as a mediator to hear and investigate complaints from agencies, users, potential users, and the CTC, and make recommendations for service improvements. The membership of the LCB is established by law and rule (Chapter 427 FS/41-2 FAC) and appointed by the designated official planning agency (DOPA).

3. Organizational Chart



4. Consistency Review of Other Plans

This section documents the mandated and adopted process in which TD plans are developed in Broward County. The TD planning process is an integral part of the overall transportation planning process. The planning process is established by federal regulations in 23 Code of Federal Regulations (CFR), Part 450 and 49 CFR, Part 613, which mandate that an MPO function as the agency responsible for transportation planning functions in the urbanized area.

The MPO participates in the review of the Transportation Element of the Comprehensive Plan. The Transportation Department, operating as BCT, is responsible for the countywide public transportation system. It prepares the Federal Transit Administration (FTA) capital and operating grant applications and implements system changes as outlined in the Transit Development Plan (TDP). BCT maintains and updates the records of the transit system. The MPO works with BCT in the analysis of transit issues and in the preparation of technical reports.

The development of the Broward County Comprehensive Plan, Long Range Transportation Plan (LRTP), TDP, and Transportation Improvement Program (TIP) is based on a well-established process for the planning and programming of transportation/transit system improvements. The process includes adhering to the established transportation/transit goals and policies, monitoring and evaluating existing service and service needs, developing improvements, and involving the public in the transportation planning process. The following is a brief summary of the plans that the TDSP maintains consistency with:

- a. The **Broward County Comprehensive Plan** contains 14 elements. The Transportation Element set levels of service for the implementation of multimodal transportation improvements for the roadway network, mass transit, port and airport. The Transportation Element's goals, objectives, and policies were developed to comply with concurrency requirements enunciated in the legislation and regulations. In addition, monitoring and updating procedures are incorporated to help evaluate the adequacy of the infrastructure in meeting planned growth.
- b. **The Strategic Regional Policy Plan** for South Florida examines the trends and conditions affecting the South Florida Region (including Broward, Miami-Dade and Monroe Counties). The South Florida Regional Planning Council (SFRPC) has a Strategic Regional Policy Plan (SRPP) which includes the review of institutional roles and activities, and the identification of potential challenges as well as opportunities facing the Region. The trends and conditions analysis also provides a basis, along with input from the regional community, for constructing a regional vision. Regional planning consists of processes to define an overall regional vision for South Florida to become a liveable, sustainable and competitive community. Four priority issues guide and focus planning efforts to support the values of the overall regional vision. These

issues, which include affordable housing, school facilities, transportation, and natural resources, are addressed in the context of the SRPP's supporting values: Sustainability, Connectivity, and Responsibility.

c. The **Broward County Transit Development Plan (TDP)** is a ten-year mid-range strategic operating and capital financial plan for Broward County's (Mass) Transit System. This includes an assessment of alternatives to improve and expand transit service, a review of current and future multimodal options and current land use codes. State and federal requirements for transportation services for the disadvantaged, including the ADA Act of 1990, are also addressed. This document is developed in a comprehensive and cooperative planning process and is consistent with the Broward County Comprehensive Plan, the Broward MPO LRTP, the South Florida Regional Transportation Authority (SFRTA) plan, and other related transit agencies' plans. It also supports the five-year TIP. The TDP is prepared by BCT of the County's Transportation Department.

d. The **Commission for the Transportation Disadvantaged 5Yr/20Yr Plan** sets forth goals, objectives, and a plan of action for the CTD. The action plan is divided into two sections; immediate actions to be completed in the next five years and actions to be completed over the long term (20 years). Also included is an overview of the Florida Coordinated Transportation System that provides projections of the number of persons eligible or potentially eligible for TD service, as well as projections of the unmet demand for TD trips. A description of the vision statements adopted by the Commission for the five-year and long-term planning horizons and a new set of goals and objectives designed to measure the accomplishments of the TD Program is another element of the plan.

e. The **Broward MPO's 2040 Long Range Transportation Plan (LRTP)** guides the expenditure of federal, state and local transportation funds. The Plan addresses the transportation system (pedestrians, bicyclists, transit and highways) planning needs for a 20-year horizon. The primary LRTP tasks include: identification of goals and objectives, estimation of financial resources, identification of the future transportation system "needed," development of the Cost Feasible Plan, and the public involvement process in support of plan development. This ensures that planning is taking place far enough in advance to protect transportation resources and design facilities that will satisfy needs for a reasonable length of time, once implemented. The Plan is the primary source for identifying projects that should be considered for inclusion in the TIP.

f. The **Broward MPO's Transportation Improvement Program (TIP)** is an annually updated document that identifies and programs all countywide transportation-related improvements proposed for implementation in the next five years. The TIP also indicates the area's multimodal transportation priorities and includes estimates of

total project costs. The TIP is in accordance with federal and state guidelines, including the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and the Fixing America's Surface Transportation (FAST) Act. Projects in the TIP originally derived from the LRTP.

g. The **Broward MPO's Public Participation Plan (PPP)** provides guidelines for achieving optimum public participation with assessment tools to evaluate effectiveness. The Broward MPO's policy on public participation is to create opportunities for segments of the public to learn and become informed about issues and proposals under its consideration, particularly those affected by the outcomes or with special needs. This policy lays the fundamentals in ensuring the public is an important key player and participant in the planning and decision-making process.

The MPO maintains public involvement opportunities for transportation plans and projects for impacted communities through a wide range of methods including, but not limited to: advisory committees, public meetings and workshops, public workshops on special interest issues, community meetings to reach specific neighborhoods or groups of people, transportation fairs, community events, visits to elementary schools and universities, continuous public comment opportunities at MPO and committee meetings, media stories, press releases, user satisfaction surveys, displays, periodic mailings including a transportation newsletter, press kits, Web pages and e-blasts.

One of the primary goals of the Broward MPO in providing public involvement is to ensure that transportation plans reflect community input and benefit all segments of the community equitably. The Broward MPO's PPP contains the following objectives to obtain this goal:

1. Informing the Public
2. Educating the Public
3. Involving the Public
4. Reaching Out to Communities
5. Improving Public Involvement

The MPO's Speak Up Broward initiative continues to encourage active participation online through an active social media presence (see www.SpeakUpBroward.org).

The MPO regularly assesses the effectiveness of its public participation techniques to develop strategies for improving and making greater progress in public involvement.

5. LCB Certification

NAME (MPO/DOPA): Broward Metropolitan Planning Organization (BMPO)
 ADDRESS: 100 West Cypress Creek Road,
 6th Floor, Suite 650
 Fort Lauderdale, FL 33309-2181

The metropolitan planning organization (MPO)/designated official planning agency (DOPA) named above hereby certifies to the following:

1. The membership of the LCB, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

SIGNATURE: _____
 Gregory Stuart, BMPO Executive Director

DATE: 9/18/2017

REPRESENTATION	MEMBER	ALTERNATE	TERM
1. CHAIR	Sandy Johnson	None	MPO
2. FDEA	Edith Lederberg (Vice Chair)	Shirley Snipes	Agency
3. CITIZEN ADVOCATE	Diane Smith	Vera Sharitt	11/30/2019
4. DISABLED COMMUNITY	Tom Ryan	Harry Kember	11/30/2018
5. ELDERLY (60+) COMMUNITY	Robert J. Siedlecki	Vacant	11/30/2019
6. CITIZEN ADVOCATE/ SYSTEM USER	Vacant	Vacant	
7. VETERANS' COMMUNITY	Sharon Ross	Phillip Davis	11/30/2019
8. ECONOMICALLY DISADVANTAGED	Vacant	Annette Wellington-Hall	11/30/2017
9. PUBLIC EDUCATION COMMUNITY	Carolyn Brownlee-Fuller	Christine Jenkins	12/31/2018
10. FDOT	Marie Dorismond	Wibet Hay	Agency
11. FDCF	Vacant	Maria Chiari	Agency
12. FDOE/VOCATIONAL REHABILITATION	S. Lynn Popejoy	Eva-Lyn Facey	Agency
13. AHCA/MEDICAID	Maria Hernandez	Marielisa Amador	Agency
14. CHILDREN AT RISK	Sue Gallagher	Keisha Grey	12/31/2018
15. PRIVATE TRANSPORTATION	Mark Levitt	Vacant	11/30/2017
16. MASS/PUBLIC TRANSIT INDUSTRY	CTC - No Member	None	
17. LOCAL MEDICAL COMMUNITY	Judith C. Elfont	Barbara Bateman	Agency
18. LOCAL WORKFORCE DEVELOPMENT BOARD	Melanie Magill	Samora Cunningham	Agency

B. SERVICE AREA PROFILE AND DEMOGRAPHICS

Service area profile information and demographics for the urbanized area Broward County are reflected on this page and in the following maps:

- Map 1: Existing Transit Routes
- Map 2: Existing Paratransit Service
- Map 3: Tri-County Commuter Rail System

TABLE 1 BROWARD COUNTY PROFILE INFORMATION	
Incorporated	1915
County Seat	Fort Lauderdale
Land Area	Planning Area - 409.8 square miles Conservation Area - 787.1 square miles TOTAL - 1,196.9 square miles
Coastal Length	Approximately 25 miles
Width	Approximately 48 miles
Average Annual Temperature	75.4° F
Winter Mean Temperature	66.5° F
Summer Mean Temperature	84.2° F
Average Annual Rainfall	62 inches
Elevation	5-25 feet above mean sea level
Canals	266 linear miles: 126 navigable
Beaches	23 miles of beach frontage

1. Service Area Description







Broward County borders the southeastern coast of Florida between Miami-Dade County and Palm Beach County. The County is approximately 25 miles long by 48 miles wide and totals 1,196.9 square miles. The western two-thirds of the County is in the Everglades National Park and is designated a conservation area. The developable eastern third of the County consists of 31 municipalities, one Indian Reservation, and the unincorporated areas.

Paratransit Service Area Map

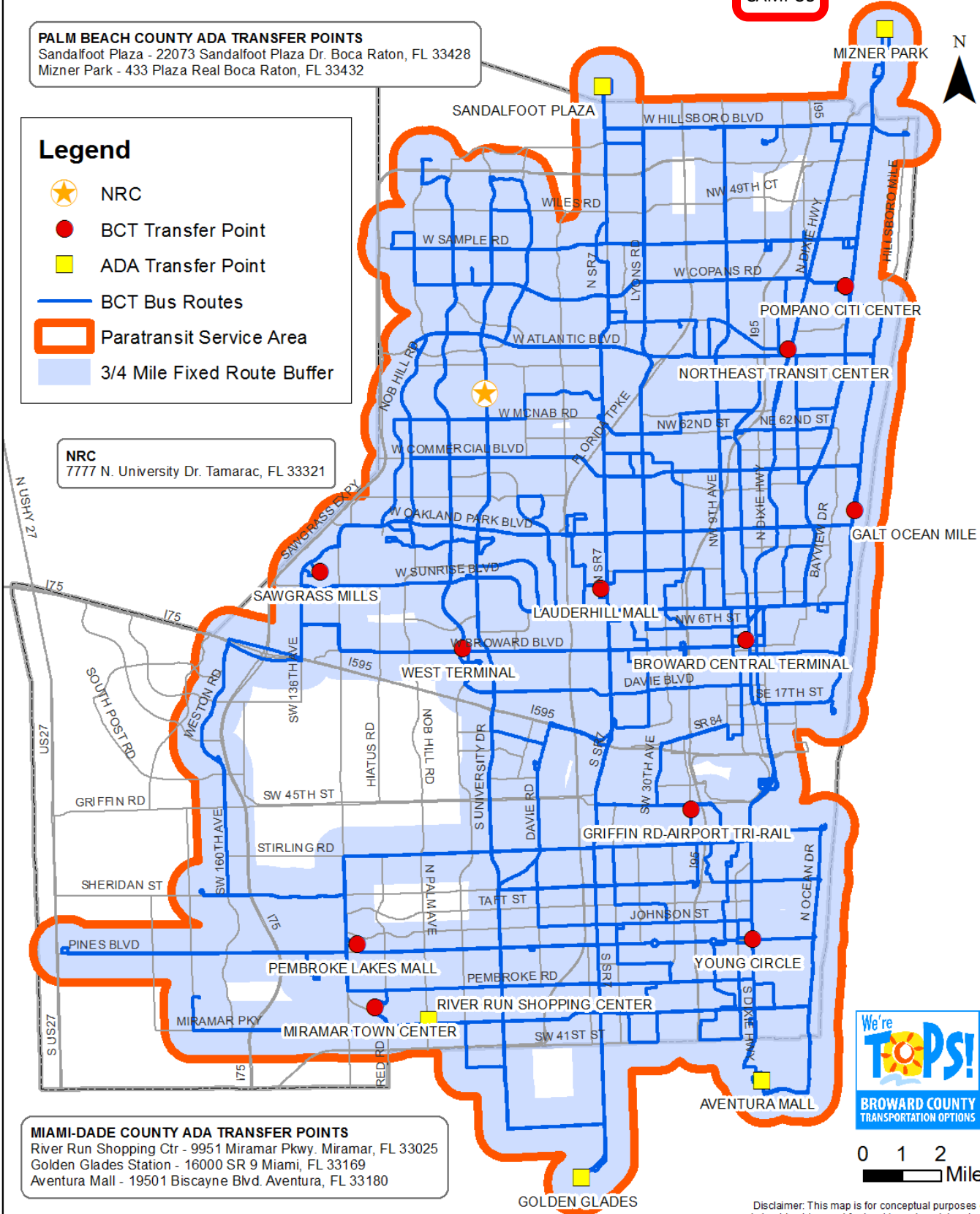
**FAU
CAMPUS**

PALM BEACH COUNTY ADA TRANSFER POINTS
Sandalfot Plaza - 22073 Sandalfot Plaza Dr. Boca Raton, FL 33428
Mizner Park - 433 Plaza Real Boca Raton, FL 33432

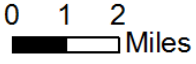
Legend

-  NRC
-  BCT Transfer Point
-  ADA Transfer Point
-  BCT Bus Routes
-  Paratransit Service Area
-  3/4 Mile Fixed Route Buffer

NRC
7777 N. University Dr. Tamarac, FL 33321














MIAMI-DADE COUNTY ADA TRANSFER POINTS
River Run Shopping Ctr - 9951 Miramar Pkwy. Miramar, FL 33025
Golden Glades Station - 16000 SR 9 Miami, FL 33169
Aventura Mall - 19501 Biscayne Blvd. Aventura, FL 33180



Disclaimer: This map is for conceptual purposes only and should not be used for legal boundary determination
Created By: BCT Service and Capital Planning, March 2015

TRI RAIL™

SYSTEM MAP

-  TRI RAIL™
-  Tri-Rail Station
-  Free Tri-Rail Shuttle @Station
-  Direct Shuttle Route to Airport
-  Miami-Dade Metrorail
-  Metrorail Station
-  Transfer Station
-  Metrorail Orange Line
-  Metrorail Green Line
-  International Airport
-  Access to Amtrak



Tri-Rail and Amtrak to service Miami Intermodal Center (MIC) in 2013.

2. Demographics

The following table shows general population and various socio-economic characteristics which are pertinent to mass transit utilization and describe the County.

TABLE 2 BROWARD COUNTY DEMOGRAPHICS	
Population	1,812,793
Median Age	39.9
Population Age 65 and Above	14.7%
Per Capita Income	\$27,690
Number of Housing Units	811,071
Number of Households	664,304
Persons per Household	2.71
Unemployment Rate	6.8%
Median Household Income	\$50,360
Median Gross Rent	\$1,149
Median Value of Owner-occupied Housing Units	\$185,900

Sources: U.S. Census Bureau, 2011-2013 3-Year American Community Survey; U.S. Bureau of Labor Statistics, Local Area Unemployment Statistics Information and Analysis

a. Land Use

Under the Broward County Charter, the Broward County Land Use Plan is the official land use plan within the County and is effective within all jurisdictions. With respect to Land Use and Transportation, the Plan's goals, objectives and policies have been written to address both the requirements of the Charter and Chapter 9J-5, FAC.

b. Population/Composition

Broward County is one of the largest counties in the state of Florida in terms of population and employment. Broward County has a large senior citizen population, making up 14.7 percent of the population age 65 or older. This is higher than the national average of 13.7 percent. These conditions are key indicators of transit/paratransit use, as are vehicle availability, income, traffic, urban growth and land use/site planning. All of these factors contribute to the need for public transit in Broward County.

TABLE 3 AGE AND SEX	
5 to 14 years	12.10%
15 to 17 years	3.90%
18 to 24 years	8.60%
15 to 44 years	39.50%
16 years and over	80.70%
18 years and over	78.10%
60 years and over	20.30%
62 years and over	18.00%
65 years and over	14.70%
75 years and over	7.00%
Male	48.60%
Female	51.40%

Source: U.S. Census Bureau, 2011-2013 3-Year American Community Survey

TABLE 4 INCOME	
Less than \$10,000	7.70%
\$10,000 to \$14,999	5.50%
\$15,000 to \$24,999	11.30%
\$25,000 to \$34,999	10.90%
\$35,000 to \$49,999	14.30%
\$50,000 to \$74,999	17.90%
\$75,000 to \$99,999	11.30%
\$100,000 to \$149,999	12.00%
\$150,000 to \$199,999	4.70%
\$200,000 or more	4.40%
Median income (dollars)	50,360

Source: U.S. Census Bureau, 2011-2013 3-Year American Community Survey

TABLE 5 EDUCATIONAL ATTAINMENT	
Population 25 years and over	1,259,848
Less than 9th grade	5.20%
9th to 12th grade, no diploma	6.60%
High school graduate (includes equivalency)	27.90%
Some college, no degree	20.80%
Associate's degree	9.50%
Bachelor's degree	19.30%
Graduate or professional degree	10.80%

Source: U.S. Census Bureau, 2011-2013 3-Year American Community Survey

c. Employment

Broward County is one of the major areas of employment in the state of Florida. The pattern of employment density is similar to that of population density, with higher densities in the east-central and southeast sectors of the County. The highest pocket of employment is in downtown Fort Lauderdale, while significant concentrations also exist to the north (Cypress Creek area) and west (Sawgrass Mills area). Many major employment centers and/or attractions receive direct service with fixed route service into these locations. Similarly, residential areas with high concentrations of transit users are often directly served by transit routes.

TABLE 6 EMPLOYMENT STATUS

Civilian population 16 years and over	1,461,135
In labor force	66.80%
Employed	59.10%
Unemployed	7.70%

Source: U.S. Census Bureau, 2011-2013 3-Year American Community Survey

TABLE 7 VEHICLE AVAILABILITY

No vehicle available	3.20%
1 vehicle available	26.10%
2 vehicles available	44.90%
3 or more vehicles available	25.80%

Source: U.S. Census Bureau, 2011-2013 3-Year American Community Survey

TABLE 8 TRAVEL TIME TO WORK

Less than 10 minutes	7.80%
10 to 14 minutes	10.90%
15 to 19 minutes	13.90%
20 to 24 minutes	15.90%
25 to 29 minutes	7.00%
30 to 34 minutes	19.60%
35 to 44 minutes	8.10%
45 to 59 minutes	9.40%
60 or more minutes	7.50%
Mean travel time to work (minutes)	27.6

Source: U.S. Census Bureau, 2011-2013 3-Year American Community Survey

TABLE 9 MEANS OF TRANSPORTATION TO WORK

Car, truck, or van	88.90%
Drove alone	79.40%
Carpooled	9.60%
In 2-person carpool	7.60%
In 3-person carpool	1.30%
In 4-or-more person carpool	0.70%
Workers per car, truck, or van	1.06
Public transportation (excluding taxicab)	3.30%
Walked	1.20%
Bicycle	0.60%
Taxicab, motorcycle, or other means	1.30%
Worked at home	4.70%

Source: U.S. Census Bureau, 2011-2013 3-Year American Community Survey

C. SERVICE ANALYSIS

1. Forecasts of TD Population

Circumstances affecting transportation provision occurring in Broward County include migration, natural increase, and aging of the current population. As the coordinated system evolves, the CTC, along with MPO staff, will evaluate existing conditions and trends of the TD population. The Broward County market segment TD forecast was developed with the assistance of a forecasting tool developed by CUTR. Forecasts of Broward County's TD population for 2017-2023 are reflected in Table 10.

TABLE 10 GENERAL TD POPULATION FORECAST

General TD Population Forecast Estimates	2017	2018	2019	2020	2021	2022	2023
Non-elderly/disabled/low income	29,024	29,194	29,366	29,538	29,712	29,886	30,062
Non-elderly/disabled/not low income	80,191	80,662	81,135	81,612	82,091	82,573	83,058
Elderly/disabled/low income	15,001	15,089	15,178	15,267	15,357	15,447	15,538
Elderly/disabled/not low income	82,837	83,323	83,813	84,305	84,800	85,298	85,799
Elderly/non-disabled/low income	20,715	20,836	20,959	21,082	21,206	21,330	21,455
Elderly/non-disabled/not low income	150,238	151,121	152,008	152,901	153,799	154,702	155,611
Not elderly/non-disabled/low income	211,398	212,640	213,889	215,145	216,409	217,680	218,958
Total General TD Population	589,404	592,865	596,347	599,850	603,373	606,917	610,481
Total Population	1,839,267	1,850,070	1,860,936	1,871,865	1,882,859	1,893,917	1,905,041

Sources: U.S. Census Bureau, 2011-2013 3-Year American Community Survey; Bureau of Economic and Business Research (BEER)

2. Needs Assessment

As mentioned previously, Broward County is one of the largest counties in the state of Florida in terms of population and employment. Broward County has a large senior citizen population, with 14.7 percent of the population age 65 or older. This is higher than the national average of 13.7 percent. These conditions are key indicators of transit/paratransit use, as are automobile availability, income, traffic, urban growth and land use/site planning. All of these factors contribute to the need for public transit in Broward County.

Based on Table 10 above, those considered transportation disadvantaged currently comprise 32% of Broward's population. As the "Baby Boomers" continue to get older, that percentage will rise, as will the demand for TD services. Transportation alternatives must be readily available and accessible. Florida's population is estimated to reach 25.6 million by the year 2040.

Major challenges include:

- ◆ Cost of Service
- ◆ Funding; proper allocation of funding
- ◆ Keeping up with demand
- ◆ Regionalization

The unmet needs of the economically disadvantaged and low-income individuals include: jobs that will provide income and benefits, and transportation. The historical patterns of high vehicle ownership, low provision of public transportation and suburban sprawl have combined to create an environment in which not owning a car is a serious barrier to employment and economic self-sufficiency. The vast majority of Broward County's workers drive to work not only because the car is more convenient and flexible but also because public transportation headways are long and routes do not offer direct connections to where the jobs are.

BCT offers a transportation disadvantaged bus pass program for Broward County residents not able to afford traditional fixed-route service. The TD Bus Pass program provides transportation disadvantaged individuals the opportunity to access Broward County's robust fixed-route service. The free 31-day Broward County Transit (BCT) bus pass is issued to qualifying individuals at no charge and is distributed via mail only. In order to be considered eligible for the TD Bus Pass program, an applicant must qualify under the current Federal Poverty Level Guidelines at the 225% level, based upon total household income and the number of household members. During this reporting period 14,455 adult, 7,605 senior and 147 youth 31-day BCT bus passes were distributed to TD Bus Pass program eligible Broward County residents.

3. Barriers to Coordination

The identification of barriers is important to the establishment and operation of an efficient system of TD services. Barriers to coordination and accessibility identified for the Broward County service area include:

- The fragmentation inherent in a service area encompassing 31 municipalities.
- How information is collected, retained, and reported among providers, municipalities, and agencies.
- Regional coordination.
- Lack of funding.

BCT is responsible for the county-wide fixed route and paratransit transportation services. BCT works closely with Broward MPO in the development of plans and the analysis of transit issues. The process includes adhering to the established transportation/transit goals and policies, monitoring and evaluating existing service and service needs, developing improvements, and public review.

BCT also provides paratransit services (TOPS!) for individuals that meet ADA or TD (elderly, disabled, or economically disadvantaged) eligibility requirements, in addition to regular fixed route and community bus services.

Furthermore, the CTD is a primary resource for information, guidance, oversight and legislative advocacy on behalf of the statewide coordinated system.

D. GOALS, OBJECTIVES, AND STRATEGIES

TDSP goals and objectives (presented on pages 19 to 30) are consistent with Florida legislative and administrative requirements and support CTD goals. The TDSP is consistent with the Broward MPO's LRTP, BCT's ten-year TDP and simultaneously supports other planning efforts. Every effort is made to address regional issues outlined in the SRPP for South Florida produced by SFRC.

TOPS! is one of the nation's largest and most effective paratransit programs. Enhanced service standards, responsiveness to client input and partnerships with local community agencies contribute to continuing improvement in delivery of services.

E. IMPLEMENTATION PLAN

The implementation plan for the goals, objectives, and strategies is included on the following pages (pages 19 to 30).

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 1: ENSURE AVAILABILITY OF TRANSPORTATION SERVICES TO PERSONS WHO ARE TRANSPORTATION DISADVANTAGED.

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 1: Promote the provision of the most effective mix of transportation services that meets the demands for sponsored and non-sponsored trips.</p> <p>Strategy #1: Maximize use of computer software by the CTC and TOPS! Reservation Center in the areas of routing, scheduling, and operating data.</p> <p>Strategy #2: Require operators to develop and maintain records of pick-up / appointment times, referrals to CTC and trip denials.</p> <p>Strategy #3: Continue to maintain computerized trip information to monitor and manage the provision of TD services.</p> <p>Strategy #4: Continue to develop an information system for marketing TD services.</p> <p>Strategy #5: Expand the transit market by promoting and marketing CTC's "family of services."</p>	#1) Number of non-sponsored trips provided	Quarterly reporting*	Ongoing**	CTC
	#2) Number of clients and trips allocated to each provider	Quarterly reporting*	Ongoing**	CTC
	#3) Number of non-sponsored trips delivered	Quarterly reporting*	Ongoing**	CTC
	#4) Number of sponsored trips	Quarterly reporting*	Ongoing**	CTC
	#5) Number and kinds of services	Quarterly reporting*	Ongoing**	CTC
	#6) Accounting of marketing activities	Quarterly reporting*	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 1: ENSURE AVAILABILITY OF TRANSPORTATION SERVICES TO PERSONS WHO ARE TRANSPORTATION DISADVANTAGED. (Continued)

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 2: Community awareness of TD services.</p> <p>Strategy #1: Develop marketing tools for agencies serving individuals who could benefit.</p> <p>Strategy #2: Continue efforts to market informational materials for riders of the system.</p>	#1) Number of new TD clients	Quarterly reporting*	Ongoing**	CTC
	#2) Total amount spent on marketing/public information	Ongoing**	Ongoing**	CTC
	#3) Number of informational documents distributed	Ongoing**	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 2: ENSURE THE TRANSPORTATION DISADVANTAGED PROGRAM IS DELIVERED IN THE MOST EFFECTIVE AND EFFICIENT MANNER.

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 1: Implement appropriate methods and procedures to accomplish cost-effective service delivery.</p> <p>Strategy #1: Continue the monthly reporting process via computerized trip management system (CTMS) to monitor efficiency and cost effectiveness.</p>	#1) Cost to County per passenger trip	Monthly	Ongoing**	CTC
	#2) Cost to County per vehicle mile	Monthly	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 2: ENSURE THE TRANSPORTATION DISADVANTAGED PROGRAM IS DELIVERED IN THE MOST EFFECTIVE AND EFFICIENT MANNER. (Continued)

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 2: Ensure effective program administration.</p> <p>Strategy #1: Continue monthly reporting to evaluate efficiencies and effectiveness of the TD program.</p> <p>Strategy #2: Ensure service plan adherence.</p> <p>Strategy #3: Continue the monthly reporting process via CTMS to monitor efficiency, cost effectiveness and quality.</p>	#1) Annual evaluation of CTC performance by the LCB	April/May 2018 (annually)	Ongoing**	LCB
	#2) Quality Assurance Performance Evaluation performed by CTD	Ongoing**	Ongoing**	CTD
	#3) Passenger trips per hour	Quarterly reporting*	Ongoing**	CTC
	#4) Passenger trips per vehicle mile	Quarterly reporting*	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 2: ENSURE THE TRANSPORTATION DISADVANTAGED PROGRAM IS DELIVERED IN THE MOST EFFECTIVE AND EFFICIENT MANNER. (Continued)

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 3: Promote utilization of the most cost-effective transportation mode.</p> <p>Strategy #1: Continue the monthly reporting process via CTMS to monitor usage and effectiveness of the TD program.</p> <p>Strategy #2: Promote and continue monthly bus pass program for individuals and large user agencies.</p>	#1) Percent fixed-route trips are of total trips	Monthly	Ongoing**	CTC
	#2) Percent group trips (program trips) are of total trips	Monthly	Ongoing**	CTC
	#3) Percent subscription trips are of total trips	Monthly	Ongoing**	CTC
	#4) Number of TD bus pass sales	Monthly	Ongoing**	CTC
	#5) Number of valid applicants	Monthly	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 3: ENSURE THAT SAFE AND QUALITY SERVICE IS PROVIDED THROUGH THE COORDINATED SYSTEM.

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 1: Encourage courteous service and passenger satisfaction.</p> <p>Strategy #1: Conduct transportation evaluations for quality services.</p> <p>Strategy #2: Utilize surveys to receive feedback from riders and to maintain quality service.</p>	#1) Number of complaints/grievances filed against the system	Ongoing**	Ongoing**	CTC, CTD
	#2) Analysis of quality survey results	April/May 2018 (annually)	Ongoing**	LCB
	#3) Percentage of satisfied clients	April/May 2018 (annually)	Ongoing**	LCB, CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 3: ENSURE THAT SAFE AND QUALITY SERVICE IS PROVIDED THROUGH THE COORDINATED SYSTEM.
(Continued)**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
Objective 2: Promote service that minimizes rider travel and wait times. Strategy #1: Adhere to the service plan. Strategy #2: Update and promote the paratransit rider's guide.	#1) Percent on-time (pick-up and/or drop-off)	Quarterly reporting*	Ongoing**	CTC
	#2) Number of trip requests referred to other providers	Ongoing**	Ongoing**	CTC
	#3) Number of complaints filed	Quarterly reporting*	Ongoing**	CTD
	#4) Number of guides produced and distributed	Ongoing**	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 3: ENSURE THAT SAFE AND QUALITY SERVICE IS PROVIDED THROUGH THE COORDINATED SYSTEM.
(Continued)**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
Objective 3: Require the provision of safe and reliable service.				
Strategy #1: Maintain accident records for Annual Operating Report (AOR).	#1) Vehicle accidents per 100,000 vehicle miles	September 2017	Complete	CTC
Strategy #2: Conduct FDOT System Safety Plan evaluations for transportation providers.	#2) Road call rate per passenger trip	September 2017	Complete	CTC
	#3) FDOT Summary Report	Ongoing**	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 4: SECURE NECESSARY FUNDING TO SUPPORT THE TD PROGRAM.

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 1: Maintain and increase funding to better meet the continued demand for paratransit services.</p> <p>Strategy #1: Maintain monitoring by LCB, MPO and CTC of annual reports of agencies funding TD services.</p> <p>Strategy #2: Continue to pursue funding for non-sponsored trips.</p>	#1) Total funds received from TD Trust Fund	June 2018	Ongoing**	DOPA, CTC
	#2) Total funds received from current sources	Ongoing**	Ongoing**	CTC
	#3) Total funds received from new sources	Ongoing**	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 4: SECURE NECESSARY FUNDING TO SUPPORT THE TD PROGRAM. (Continued)

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 2: Encourage public and private agencies to identify and allocate sufficient funds to meet the transportation needs of their program participants.</p> <p>Strategy #1: Maintain monitoring by LCB, MPO and CTC of annual reports of agencies funding transportation service for their clients.</p>	<p>#1) Total funds budgeted by state agencies in the coordinated system</p> <p>#2) Total funds spent by state agencies in the coordinated system</p> <p>#3) Total funds budgeted to provide sponsored trips by non-state agencies</p> <p>#4) Total funds spent to provide sponsored trips by non-state agencies</p>	<p>June 2017</p>	<p>Complete</p>	<p>CTC, LCB, DOPA</p>

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 5: ENSURE TD PROGRAM ACCOUNTABILITY.

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 1: Adhere to state and federal statutes, rules, and regulations for the TD program.</p> <p>Strategy #1: Develop and maintain schedules, (monthly, quarterly, and annual) for all pertinent activities related to the TD program in response to TD Commission, Chapter 427 and Federal law.</p>	<p>#1) Timely submission of required documentation, i.e., AOR, TDSP, coordination contracts, operator contracts, grant applications, memorandum of agreement, monthly billing, quarterly planning grant deliverables, CTC evaluations, and progress reports—all with the necessary endorsements and signatures</p>	Ongoing**	Ongoing**	CTC, LCB, DOPA LCB
	<p>#2) Compliance with Americans with Disabilities Act (ADA) of 1990 and other state and federal requirements</p>	Ongoing**	Ongoing**	CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

GOAL 5: ENSURE TD PROGRAM ACCOUNTABILITY. (Continued)

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p>Objective 2: Collect, compile, report, and maintain data necessary for evaluation of the local Transportation Disadvantaged program.</p> <p>Strategy #1: Evaluate monthly status reports, quality control reports, provider meetings and marketing activities.</p> <p>Strategy #2: Maintain all records, including complaint resolutions, the TD eligibility list, and coordination contracts in an orderly manner, facilitating audit and review activities.</p>	#1) Completion of annual CTC performance evaluation performed by the LCB and recommendation by DOPA	April/May 2017 (annually)	Ongoing	LCB, DOPA
	#2) Review and dissemination of performance evaluations as conducted by CTD staff	Ongoing**	Ongoing**	CTD, CTC

*Quarterly reporting to the LCB (if necessary)

**Ongoing data recording by the CTC (if applicable)

F. TD PROJECTS IN THE TIP

Broward MPO Transportation Improvement Program - FY 2018 - 2022

Phase	Fund Source	2018	2019	2020	2021	2022	Total
BROWARD CO. - FM# 4320271 (TIP#) Type of Work: TD COMMISSION - OPERATING Project Type: Imported TD COMMISSION TRIP AND EQUIPMENT GRANT PTO, FORMERLY 2370361 Lead Agency: FDOT LRTP#: PG 2 *Non-SIS*							
OPS	TDTF	3,890,054	0	0	0	0	3,890,054
OPS	TDDR	265,000	0	0	0	0	265,000
OPS	LF	432,228	0	0	0	0	432,228
Total		4,587,282	0	0	0	0	4,587,282
<i>Prior Years Cost</i>		<i>Future Years Cost</i>		<i>Total Project Cost</i>			<i>4,587,282</i>
BROWARD CO. - FM# 4320291 (TIP# 521) Type of Work: TD COMMISSION - CAPITAL Project Type: Imported TD COMMISSION PLANNING GRANT PTO, FORMERLY 2370362 Lead Agency: FDOT LRTP#: PG 2 *Non-SIS*							
PLN	TDTF	60,033	0	0	0	0	60,033
Total		60,033	0	0	0	0	60,033
<i>Prior Years Cost</i>		<i>Future Years Cost</i>		<i>Total Project Cost</i>			<i>60,033</i>
BROWARD VOLUNTARY DOLLARS FOR COMMISSION TD - FM# 4320281 (TIP#) Type of Work: TD COMMISSION - CAPITAL Project Type: Imported TD COMMISSION - CAPITAL VOLUNTARY DOLLARS COMMISSION TD, FORMERLY 2370363 Lead Agency: FDOT LRTP#: PG 52 *Non-SIS*							
ADM		1,049	0	0	0	0	1,049
Total		1,049	0	0	0	0	1,049
<i>Prior Years Cost</i>		<i>Future Years Cost</i>		<i>Total Project Cost</i>			<i>1,049</i>

II. SERVICE PLAN

A. OPERATIONS ELEMENT

Broward County Mass Transit Division (BCT) serves residents through a combination of fixed route public transit, paratransit, and community bus services. Within the coordinated paratransit system, 22 agencies offer transportation to their clients.

1. Types, Hours, and Days of Service

Types of Service	Hours and Days of Service
TOPS! Reservation Call Center	Available during the published operating hours of BCT (normally 4:40 a.m. to 12:40 a.m., Monday through Saturday; and 6:45 a.m. to 10:15 p.m., Sundays and holidays).
Ambulatory and wheelchair transportation service, fixed route and paratransit	Available during the published operating hours of BCT (normally 4:40 a.m. to 12:35 a.m., Monday through Saturday; and 6:45 a.m. to 10:15 p.m., Sundays and holidays).
Ambulatory and wheelchair accessible feeder service available to Tri-County Commuter Rail	Seven days per week, generally between 5:00 a.m. and 11:00 p.m., Monday through Friday; 6:00 a.m. to 11:30 p.m., Saturdays; and 8:00 a.m. to 6:30 p.m., Sundays and holidays.
Local municipalities provide ambulatory and wheelchair accessible service	Usually on weekdays, Monday through Friday, from 8:00 a.m. to 5:00 p.m.
Coordinated Agencies	Varies by agency, usually on a weekday basis, Monday through Friday, from 8:00 a.m. to 5:00 p.m.

Cost of Service

See Appendix A, "Rate Structure."

Fixed Route

All Broward County buses and community buses are wheelchair-accessible (equipped with lifts and kneelers—which is also helpful for non-wheelchair passengers who cannot navigate steps). Bus fare increased to \$2.00 effective October 1, 2015. BCT offers 31-day bus passes at discounted rates to elderly, youth, college student, and disabled riders.

BCT Bus Passes may be purchased at many conveniently located outlets including:

- BCT Central Terminal (101 NW 1 Ave. at Broward Blvd., Fort Lauderdale)
Hours: Monday through Friday: 6 a.m. to 8 p.m. Saturday and Sunday: 9 a.m. to 4 p.m.
- Northeast Transit Center (304 Martin Luther King, Jr. Blvd. at Dixie Hwy., Pompano Beach)
Hours: Monday and Wednesday: 6:30 a.m. to 2:30 p.m. Friday: 11 a.m. to 7 p.m.
- Most Broward County libraries
- Various check cashing stores

College Bus Passes can only be purchased at the BCT Central Terminal, Northeast Transit Center and at selected libraries: North Regional/BC Library 1100 Coconut Creek Blvd.; Northwest Regional Library – Broward County Library, 3151 University Dr.; NSU/Alvin Sherman Library, 3100 Ray Ferrero, Jr. Blvd.; Main Library, 100 S. Andrews Ave.; Miramar Branch Library & Education Center, 2050 Civic Center Place; South Regional Library/BC, 7300 Pines Blvd. and on some college campuses.

Premium 31-Day and Premium 10-Ride Bus Passes can only be purchased at the BCT Central Terminal, Northeast Transit Center and at selected libraries: Main Library, 100 S. Andrews Ave; Hollywood Branch Library, 2600 Hollywood Blvd; Miramar Branch Library & Education Center, 2050 Civic Center Place; Pembroke Pines/Walter C. Young Resource Center, 955 N.W. 129th Ave.; South Regional Library/BC, 7300 Pines Blvd.; Southwest Regional Branch Library, 16835 Sheridan St.; Sunrise Dan Pearl Branch Library, 10500 W. Oakland Park Blvd.; Weston Branch Library, 4205 Bonaventure Blvd.

Broward County Terminals and library locations do not accept credit and or debit cards for bus pass purchase.

For information on fixed-route bus service and routes, please call 954-357-8400, option 1, or visit www.broward.org/bct. Printed bus route timetables and maps are available at the following locations:

- Broward County libraries
- Broward Central Bus Terminal
- Broward County Governmental Center
- Most Check Cashing Stores
- BCT Administration Office complex
- Our Rider Info line at 954-357-8400
- Hearing-speech impaired/TTY call 954-357-8302 (teletype machine required)

MyRide.broward.org helps you know when the next three buses will arrive straight to your location! Search by bus stop ID (listed at each stop) or route number to find it on the map and get estimated arrival times based on the bus's location. View other routes at your bus stop by scrolling on the right and selecting the bus route. To plan a trip, visit Google Transit™. Download or view the FAQ and additional instructions at the user guide page. For any additional customer service questions, please call 954-357-8400 seven days a week.

BCT's community bus service is designed to increase the number of destinations within city limits that residents can access through public transit. All community buses connect to BCT fixed routes and are wheelchair accessible and equipped with bike racks. Community buses range from free-of-charge to \$1.00, depending on the community. For information on community bus services and routes, please visit <http://www.broward.org/BCT/Riders/Pages/CommunityBuses.aspx>.

TOPS! Paratransit Service offers free personal travel training services for riders that might be able to use the fixed-route bus system but are unfamiliar with how to navigate the system. For travel-training information, please call 954-357-8405. During 2017-2018, it is estimated that 120 people will be travel trained.

Broward County residents unable to navigate the fixed-route service independently are encouraged to apply for TOPS! Paratransit Service. Granting ADA/TD conditional approval allows disabled clients who can use the fixed-route bus service for some trips to do so and use paratransit service for only trips where specified conditions apply. All registered ADA/TD Conditional Paratransit clients may ride the Broward County fixed-

route buses free of charge without affecting their paratransit eligibility. For information, please call 954-357-8400, option 2.

BCT is dedicated to improving its fixed route bus system on an ongoing basis, and have completed the following improvements to enhance accessibility:

- Currently 3,790 bus stops are ADA compliant (280 bus stops cannot meet ADA requirements due to space/easement limitations) out of 4,574 bus stops. There are ADA accessible bus stops on all routes. All bus drivers provide assistance upon request.
- All buses are equipped with voice annunciation systems which provide on-board automatic voice announcements in English, Spanish and Creole. They announce bus stops, major transfer points and safety advisories.
- All signage, both inside buses and at bus stops, complies with ADA regulations.

Other Community Service Sponsored Trips

Community non-profit agencies participating in the U.S.C. Section 5310 Formula grants for the Enhanced Mobility of Seniors and Individuals with Disabilities 20.513 program provide transportation for agency program eligible clients. Currently 22 agencies participate in the Coordination Contract Non-Reimbursed transportation program. See Appendix B, "Providers and Coordination Contractors."

Scheduling Trips

Reservations receive trips requests between 8:00 a.m. and 5:00 p.m., seven days a week by calling the TOPS! Reservation number at 1-866-682-2258 or by going online at www.mytopstrips.org 24 hours a day. Reservations must be scheduled a minimum of one to a maximum of three days in advance.

Same-Day Service

It is at the discretion of BCT and the TOPS! Reservation Center to provide same-day service on a limited basis, based upon available vehicle capacity and time. The provider makes reasonable efforts to accommodate same-day trip requests on a case-by-case basis. The TOPS! Paratransit program does not provide emergency or stretcher transportation.

Subscription Trips

Subscriptions (also known as "standing orders") are trips provided at least two times a week, to and from the same locations, at the same time, on the same days of the week. Subscription trips are scheduled for a minimum of four consecutive weeks. Examples of subscription trips: work, school, dialysis, therapy, etc. Once arranged, subscription trips are automatic and additional telephone calls are not necessary. To place a subscription

order, riders may contact the Call Center. It is the rider's responsibility to cancel specific subscription trips not needed. Subscription trips are cancelled on Federal holidays, therefore if the rider needs service on a Federal holiday the rider must make a reservation with the Call Center. Contact the Call Center for a list of observed holidays. Subscription service is a privilege and may be discontinued for due cause.

Subscription trips comprise approximately 66% of total trips.

2. Accessing Services

Services provided by Broward County may be reached by calling the BCT Paratransit Services Section, at 954-357-8400 or 1-800-599-5432 (toll free within Miami-Dade, Broward and Palm Beach Counties). Program information and applications can be downloaded from www.broward.org/bct.

For the hearing impaired, BCT has TTY capability which may be accessed by calling 954-357-8302.

Access TOPS! Reservation Center by calling 1-866-682-2258.

Access Tri-County Commuter Rail feeder service by calling 1-800-TRI-RAIL (1-800-874-7245).

TOPS! reservations may be made seven days a week from 8:00 am to 5:00pm. To make a telephone reservation, contact the Call Center at 866-682-2258 during BCT operating hours. Reservations are accepted a maximum of three days prior to travel date. Next day reservations **must be completed before 5 p.m.** TOPS riders with trip questions or concerns may call 1-866-682-2258 and speak with a reservation agent Monday through Friday from 4:40 a.m. to 12:40 a.m., Saturday, Sunday and holidays from 6:45 a.m. to 10:15 p.m.

Hearing impaired may contact any of the above telephone numbers, during the indicated times, through the Florida Relay Service by dialing 711 or 1-800-955-9771.

Clients must call the individual program sponsor for registration or certification information for other programs. BCT routinely publishes availability of TD services in informational materials widely distributed throughout the community, including the telephone number for BCT and the Paratransit Customer Services Section. The Aging & Disability Resource Center of Broward County, Agency for Persons with Disabilities, 211 and other community organizations provide similar directories of services available to the public. BCT publishes the *Paratransit Services Rider's Guide* (Appendix I) which details how to access paratransit service as well as program policies. The most current *Paratransit Rider's Guide* can be accessed and downloaded from the County's website www.broward.org/bct and select paratransit. BCT's materials are available in alternate

forms upon request.

The CTD's TD Hotline can be reached by calling 1-800-983-2435 or TTY 1-800-648-6084 and is available Monday through Friday from 8:00 a.m. to 5:00 p.m. The CTD TD Hotline phone numbers are posted in all TOPS! vehicles and are included in the *Rider's Guide*.

Client Pick-Up

Providers shall provide door-to-door service. Drivers shall go into lobbies or vestibules of buildings to locate and/or assist a client; however, drivers are not to enter residences. Drivers refrain from sounding a horn. When client boards the vehicle, driver shall update the automated system indicating the successful pick-up.

Cancellations and "No-Show" Policies

A trip is a "no-show" if client calls to cancel a trip less than two hours before scheduled pick-up time, places a request for service but does not meet the ride upon arrival or is not ready to board within five minutes after arrival of the ride during the pick-up window and vehicle departs without them. An excessive accumulation of "no-shows" may result in suspension of service.

When assigned provider fails to pick-up a client for a scheduled trip, it is considered a missed trip. A missed trip is an arrival of the vehicle by more than one hour after scheduled pick-up time.

Procedures for Dispatching Backup or After-Hours Service

Provider is responsible for all pre-scheduled trips. If a vehicle is late, clients may call TOPS! Reservation Center (866) 682-2258 for the estimated time of arrival. The CTC has client service representatives available on weekdays to answer questions. If pick-up does not occur, clients may contact TOPS! Paratransit Customer Service Section at (954) 357-8400 or TTY (954) 357-8302 or toll-free TOPS! Reservation Center (866) 682-2258 in Broward, Miami-Dade and Palm Beach Counties. Hearing impaired may contact any of the above telephone numbers, during the indicated times, through the Florida Relay Service 711 or 1-800-955-9771. The TOPS! Reservation Center may contact another provider at their discretion to provide backup service if deemed necessary. BCT also invokes contractual terms specifying financial disincentives for lateness or missed trips.

Eligibility

TD - Pursuant to Chapters 411 and 427 of the Florida Statutes, Broward County, as CTC under direction from CTD, and in cooperation with LCB, developed TD eligibility

guidelines for Broward County residents. CTC requires a completed, written application (Appendix C, "Transportation Disadvantaged Applications") on file for all TD participants (applications are available in alternative formats). Applications can be downloaded from our website www.broward.org/bct or by contacting BCT Customer Service at 954-357-8400 and requesting a TD application or picking up an application at Government Center West, 1 N. University Drive, Plantation, FL 33324. In-person or telephone assistance to complete applications is available by request. Applicants requesting door-to-door paratransit service must have the medical page(s) completed and signed by a Florida licensed physician.

CTC eligibility team reviews submitted TD Bus Pass and TD door-to door program applications. Staff evaluates each TD Bus Pass program application to ensure compliance with current Federal Poverty Guidelines at the 225 percent level, not eligible to or receiving transportation from other source(s) and for door-to-door paratransit applicants to ensure physical and/or mental disability criteria is met. Only complete applications receive an eligibility determination. When a submitted application is incomplete, an applicant is sent a letter detailing the information needed to complete the application process.

If approved to participate in the TD Bus Pass program, participant will receive an award letter, a bus pass request card and a 31-day BCT bus pass to ride BCT fixed-route bus system without charge. The TD bus pass will be one of the following:

- A. 31-Day Reduced Pass
- B. 31-Day Adult Pass

Included in the envelope with the letter and the 31-day BCT bus pass is a request card to submit to receive the next 31-day BCT bus pass. The TD program client shall mail the bus pass request prior to current bus pass expiration date. Additionally, CTC Travel Training is available to train clients how to use fixed-route bus system. Clients must apply for eligibility every year prior to expiration of current eligibility period. Clients receive a 30-day expiration notice and are responsible for either downloading an application at www.broward.org/bct or contacting BCT Customer Service at 954-357-8400 to request a TD Bus Pass program application or picking up an application at Government Center West, 1 N. University Drive, Plantation, FL 33324. Participants seeking approval for TD service must complete the full eligibility determination process. Prior eligibility does not guarantee future eligibility.

If approved for door-to-door TD paratransit service, a Letter of Determination notifying participant of eligibility as well as a TOPS! *Rider's Guide* which provides program information and policies are mailed to the participant. Participants are limited by mileage or facility type to: dialysis facility within five miles of residence; radiation/chemotherapy facility within ten miles of residence; all other trips are limited to closest facility to residence. Participants enrolled in the TD door-to-door paratransit

program must apply for eligibility every year prior to expiration of their current eligibility period. Clients receive a 30-day expiration notice and are responsible for either downloading an application or contacting BCT Customer Service at 954-357-8400 and requesting a TD door-to-door application or picking up an application at Government Center West, 1 N. University Drive, Plantation, FL 33324. Participants seeking eligibility for TD door-to-door service must complete the full eligibility determination process. Prior eligibility does not guarantee future eligibility.

Approved eligibility for the TD Bus Pass or door-to-door paratransit program is effective upon approval. Eligibility will expire annually on the same date of the following year.

The Temporary Transportation Disadvantaged program provides 30 days of door-to-door transportation for Broward County residents who are identified by treatment center care managers to be in need of transportation to obtain life sustaining dialysis, radiation or chemotherapy treatment. The transportation request must originate from the treatment facility in Broward County. The facility staff contacts the BCT call center or paratransit staff and is emailed an application for Temporary Transportation Disadvantaged Request. The treatment facility is responsible for completing and submitting the client's Temporary Transportation Disadvantaged application which includes an original doctor's signature, an original client's signature and a copy of applicant's Florida license or ID with a Broward County address to paratransit. The Temporary Transportation Disadvantaged Request application is processed and eligibility is determined by the eligibility staff. The client is sent an approval letter for TD Temporary door-to-door service and a TOPS! *Rider's Guide*.

If the client is eligible for TD Temporary and is in need of more than 30 days of service, an ADA application needs to be completed and returned to BCT for processing at 1 N. University Dr., Plantation, FL 33324.

The TD-funded fare assistance program is for eligible ADA riders with financial difficulty and meet TD income eligibility guidelines. Applicants for fare assistance must qualify under the current Federal Poverty Level Guidelines at the 225% level, based upon total household income and the number of household members. Clients apply for fare assistance by contacting BCT customer service at 954-357-8400 and will be sent a Fare Assistance application. The client must complete the application and provide the required income documentation. Eligibility for TD fare assistance will expire annually on the same date of the following year.

Appeals to Determinations of TD Eligibility

TD program applicants receive eligibility determinations in writing with the reason(s) for the decision. Ineligible applicants may appeal this determination in writing. Written instructions on how to appeal are included in the Letter of Determination. All appeals receive consideration on an informal basis with a review for completeness and new or

additional information. Appellants whose appeal requests are complete and not resolved at the informal level, may ask for their case to be reviewed at the formal level by the seven-member TD Eligibility Appeals Board.

Applicants for TD Paratransit/Bus Pass or current TD Paratransit riders may appeal the following:

- a. Determination an applicant is not eligible for TD Paratransit/Bus Pass services;
- b. Conditions placed upon eligibility for use of TD Paratransit services;
- c. Suspension of Paratransit/Bus Pass services for any reason

Provision of TD Paratransit service is suspended during the period between receipt of an appeal of initial determination regarding eligibility and determination of the Appeals Board. For decisions not issued within 30 days of hearing, paratransit service is provided from the 31st day until a decision to deny appeal is issued.

Trip eligibility appeal: Service for trip in question will continue through the conclusion of the appeal hearing.

Suspension of service appeals: For any reason other than violent, seriously disruptive or threatening behavior, service will continue through the conclusion of the appeal hearing.

Suspension of service for violent, seriously disruptive or threatening behavior: Service stops until receipt of the appeal decision.

TD Eligibility Determination Appeals Committee

The CTC and the LCB have an established eligibility appeal process for the clients. The CTC, in cooperation with the LCB, may establish a review committee appointed by the LCB for TD eligibility appeals if so desired by the applicant.

Appeal Procedures

All persons found ineligible to receive services will receive information on how to appeal a decision of denial or suspension.

Filing an appeal

1. All appeals must be in writing to Paratransit Manager, Transit Division, 1 North University Drive, 3100-A, Plantation, Florida 33324.
2. Send appeals in writing within sixty days of receipt of original determination of ineligibility or suspension. The appeal is accepted on

the next subsequent business day if the 60th day after original determination or trip denial is on a weekend or legal holiday.

3. To receive an overturn of a decision the appellants must state in the written appeal the reason(s) the determination does not accurately reflect their ability to use fixed-route bus service, why suspension is inappropriate or why they are seeking reconsideration of the determination of their application.
4. To offer the Board information for consideration, submit all information about the specific functional ability of the appellant or relating to the general nature of individual's disability and any other additional documentary along with a list of witnesses expected to appear on behalf of appellant.
5. Hearings are as soon as practicable after receipt of appeal, but no later than 30 days after receipt of appeal unless otherwise agreed between parties.

Appeal Hearing Procedures

1. It is the burden of the appellant to establish the reason(s) to determine if eligibility is modified or reversed based upon facts and adherence to the TD Paratransit eligibility standards.
2. Testimony is under oath.
3. Copies of original application submitted by appellant (including medical verification), written determination of eligibility appeal form and any additional material submitted by applicant in filing appeal will be provided to Board at least three days in advance of hearing.
4. Appeals Board members shall not participate in or allow any ex-parte communications concerning substantive issues of appeal with appellant, paratransit section staff or third-party consultant involved in decision under appeal.
5. Appeals Board may exclude irrelevant, immaterial or unduly repetitious evidence, but all other evidence commonly relied upon by reasonably prudent persons in the conduct of their affairs may be ruled admissible, whether or not such evidence would be admissible in proceedings in Florida courts. Any part of evidence may be received in written form.

Hearsay evidence may be used for purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions.

6. Appeals Board shall hear and consider:
 - (a) Information provided in original application and through medical verification
 - (b) Additional information, written or verbal, received from appellant
 - (c) Report of paratransit staff or third-party eligibility consultant concerning appellant's eligibility
 - (d) Statements of appellant, his-her advocate and other witnesses offered by appellant
 - (e) Information from paratransit staff regarding services, architectural or other barriers impacting access to and use of fixed-route service or other eligibility criteria; and
 - (f) Other material and statements deemed by Appeals Board to be germane for consideration of appellant's eligibility/suspension of TD Paratransit services.
7. Appeals Board shall render a decision and shall direct Board's counsel to prepare a letter to appellant regarding its determinations. Board will specify and the letter shall explain in detail, rationale for any decision which denies or limits Paratransit service eligibility.
8. Appeals Board will normally render its decision immediately. If Board determines it must delay a decision in order to obtain further information regarding appeal, CTD regulations pertaining to presumptive eligibility shall apply.
9. If appellant decides to appeal any decision by Appeals Board, appellant will need a record of the proceedings. It will be appellant's responsibility to ensure a verbatim record of the proceeding is made which record includes testimony and evidence upon which appeal is to be based. Judicial review of this final administrative decision may be pursued through the Circuit Court for the Seventeenth Judicial Circuit, within 30 days of rendition of written determination of Board.

10. Appeals Board shall adopt such additional procedures as necessary to carry out its functions.

Prioritization

Currently there is no prioritization of trips.

Fare Changes

- Effective February 1, 2014 the Broward County Board of County Commissioners approved allowing honorably discharged veterans a \$1.75 (50%) paratransit fare **to VA clinics only**. Any other paratransit trips taken by a veteran is the normal \$3.50.

3. Transportation Operators and Agency Coordinated Transportation (ACT) Coordination Contractors

A five-year Paratransit contract went into effect January 1, 2015. Two providers and five Agency Coordinated Transportation (ACT) programs provided approximately 2,837 weekday, 785 Saturday and 557 Sunday trips (see Appendix B, “Providers and Coordination Contractors”) during this reporting period. There are currently 1,762 clients are registered with TOPS! door-to-door paratransit service and 9,517 eligible ADA clients registered with TOPS! paratransit service. TOPS! providers are selected under the competitive bid process established by FAC.

The Agency Coordinated Transportation (ACT) Program allows pre-qualified agencies with a Broward County coordinated contract to provide Paratransit transportation services to and from their congregated services centers, directly to TOPS-eligible riders.

The ACT Program is designed to provide operational benefits, including but not limited to reduced higher-cost demand service trips; increased agency responsibility and control over their client transportation; reduced operational service delays; improved efficiency of trip delivery; and assistance to clients that require a higher level of personal service. The ACT agency is paid a contracted rate per service hour.

4. Public Transportation Utilization

BCT provides service to 410 square miles within Broward County. BCT buses connect to Palm Beach and Miami-Dade transit systems and to Tri-Rail. BCT buses provide connections to our community’s multimodal transportation network, as well as system wide connections at four transfer terminals: Broward Central Terminal (downtown Fort Lauderdale), West Regional Terminal (Plantation), Lauderhill Mall Transfer Facility (Lauderhill), and Northeast Transit Center (Pompano Beach).

BCT’s fleet has 343 fixed-route buses (all BCT buses are wheelchair accessible and

our bus operators provide assistance upon request) providing service on 44 weekday routes and 66 community buses operated in partnership with 19 municipalities. BCT transports 35.1 million passengers annually (114,761 daily) with an annual service mileage of 17.5 million miles. 44 BCT routes and 54 community bus routes provide service on Saturdays and 29 BCT routes and eight community bus routes provide service on Sundays. There are 4,574 designated bus stops and 1,082 have shelters.

BCT provides service into Miami-Dade and Palm Beach Counties.

Fixed-route service into Palm Beach County includes Route 19 to Sandalfoot and Route 10 to Mizner Park.

Fixed-route service into Miami-Dade County includes Route 18, 441 Breeze and University Breeze to Golden Glades; Route 2, 207th Street and University Drive; and Route 1, 28 and US 1 Breeze to Aventura Mall and 95 & 595 Express Buses from various park-and-rides to downtown Miami.

BCT provides free Wi-Fi on the 441 Breeze, US 1 Breeze, University Drive Breeze, all six express routes and the Broward Central Terminal. BCT operates 67 40' hybrid buses, 29 articulated diesel buses, 19 hybrid articulated buses and 14 MCI Over the Road Coaches.

All buses are equipped with voice annunciation systems, which provide on-board automatic voice announcements in English, Spanish and Creole. They announce bus stops, major transfer points and safety advisories.

BCT has both Spanish and Creole languages on its Web site. The translated versions can be accessed from the BCT home page at www.broward.org/bct by selecting from the "Language Chooser" button. Bus schedules and maps are not translated, as these web pages identify departure and arrival times, bus stop locations, landmarks and other non-translatable terms.

BCT issues photo identification cards for those fixed-route users deemed eligible for a reduced fare based on age (students and seniors) and/or disability. Presenting this photo ID to bus drivers and bus pass vendors enables the user to travel at a reduced fare.

Passengers who prefer online trip planning assistance for travel on BCT buses can log on to Google Transit™ at www.google.com/transit. BCT offers riders an online trip planner as an alternative to driving directions. Passengers start by entering the starting and ending destination and expected departure or arrival time. Google Transit™ will provide up to three suggested trip plans featuring trip maps, transfer instructions, and estimated arrival times.

Bus passengers and authorized vendors may purchase bus passes online after creating an “Access Broward” account. Visit www.broward.org/bct and click on “Fares,” then select “Bus Pass Purchase.” BCT bus passes can be ordered online by making an electronic payment. Transit riders can order only 10-Ride, 7-Day, 31-Day Adult, 10-Ride Premium and 31-Day Premium bus passes. Reduced fare bus passes (Youth/Senior/Disabled/Medicare/College Student) must be purchased in person at the main terminal or authorized vendor locations as valid ID is required for age, student status and/or disability verification. Authorized bus pass vendors are able to purchase all bus passes online with the exception of the All-Day bus pass which can only be purchased onboard the bus.

When an online purchase is made, the customer will be sent an e-mail confirming the order. Standard shipping via the U.S. Postal Service (USPS) is free. Authorized bus pass vendors have the option of bus passes being shipped for free by USPS or by secure delivery for a graduated rate.

Online orders are usually processed within three business days. For orders shipped within the U.S., please allow 7-10 business days to receive the bus pass.

Orders may be placed 24-hours-a-day, seven-days-a-week; however, orders placed after 2:00 p.m. on Friday, weekends or holidays will be considered received the following business day and will usually be processed within three business days.

Online transaction information is processed using a 128-bit “Secure Socket Layer” (SSL) certificate. This protection makes it extremely difficult—if not impossible—for anyone to intercept personal or credit card information.

All online bus pass purchases are final. Bus passes cannot be exchanged or refunded. BCT does not assume responsibility or liability for bus passes that are lost during shipping. Under Florida law, e-mail addresses are public records. If customers do not want their account registered e-mail addresses released in response to a public records request, they should not register to purchase bus passes online.

For more information about the online bus pass purchase, contact the Broward County Transit Communications Section at 954-357-6786. A BCT bus pass is a credit-card size fare card with a magnetic swipe. It is a cost-savings pass for daily, unlimited travel for a specific period of time:

Transit Fare Types	Effective October 1, 2015
Regular One-Way Fare	\$2.00
Reduced One-Way Youth/Senior/Disabled/Medicare	\$1.00
Premium Regular – One-Way Fare	\$2.65

Premium Reduced Youth/Senior/Disabled/Medicare – One-Way Fare	\$1.30
10-Ride Pass	\$20.00
Premium 10-Ride Pass	\$26.50
All Day Pass	\$5.00
All Day Reduced Youth/Senior/Disabled/Medicare	\$4.00
7-Day Pass	\$20.00
3-Day Pass	\$12.00
31-Day Adult Pass	\$70.00
Premium 31-Day Adult Pass	\$95.00
31-Day Reduced Youth/Senior/Disabled/Medicare	\$40.00
31-Day College Student Pass	\$50.00
Exp. Regular One-Way Fare	\$2.65
Exp. Senior/Youth/Disabled/Medicare	\$1.30
Exp. Premium 10-Ride Pass	\$26.50
Exp. Premium 31-Day Pass	\$95.00

TRANSFERS BETWEEN REGULAR BUS ROUTE SERVICE AND PREMIUM 95 EXPRESS BUS SERVICE

A BCT 31-Day Premium Express Bus Pass is acceptable on all BCT regular bus service. Passengers transferring from regular route bus service to express bus service with an All Day, 7-Day or 31-Day bus pass must pay a premium upgrade fee of \$1.00. Passengers with a regular 10-Ride bus pass or paying by cash on regular service will not be able to transfer between bus services and must pay the full premium fare when boarding the 95 Express bus.

TRANSFERS FROM BCT TO OTHER SOUTH FLORIDA TRANSIT SYSTEMS

When boarding a BCT bus, passenger pays the appropriate BCT fare and may request a transfer from the bus operator if transferring to Miami-Dade Transit (MDT), Palm Tran or Tri-Rail.

TRANSFERS TO BCT FROM OTHER SOUTH FLORIDA TRANSIT SYSTEMS

When transferring from MDT, Palm Tran and Tri-Rail to BCT regular fixed-route bus service, passenger pays \$.50 with a transfer issued by MDT or Palm Tran and proof of fare payment such as Easy Card and a receipt issued by Tri-Rail. Tri-Rail passengers

boarding BCT at any locations other than at a Tri-Rail station will be required to pay the full fare.

TRANSFERS BETWEEN OTHER SOUTH FLORIDA TRANSIT SYSTEMS AND PREMIUM EXPRESS BUS SERVICE

Transfers to MDT or Tri-Rail from Premium Express Service, a transfer is issued and passenger must pay appropriate MDT or Tri-Rail fare. Transfer from MDT or Tri-Rail to Premium Express Service, a \$.50 transfer fee is required with the appropriate transfer from MDT or Tri-Rail. The Premium Express Service does not connect with Palm Tran. The Easy Card issued by MDT and Tri-Rail is not accepted as payment on any BCT bus.

Upgrade Transfer Policy

From BCT local to BCT Express: BCT bus pass plus \$1 upgrade, pertains to holders of all BCT passes: All Day, 3-Day, 7-Day, 10-Ride, Adult 31-Day Regular, Adult 31-Day Senior, Disabled/Medicare, Youth and College Student Pass.

BCT partners with the Broward County Homeless Initiative Partnership Administration (HIP) to provide discounted bus passes (50%) to those agencies in Broward County that serve homeless individuals.

5. Vehicle Inventory

All Broward County Vehicle Inspections are conducted annually by BCT, in accordance with Chapter 14-90, FAC per the contract for Paratransit Service. See Appendix D, "Vehicle Inventory."

6. System Safety Program Plan

BCT conducts annual vehicle inspections and system safety reviews of all Paratransit providers in accordance with chapter 14-90 FAC. FDOT receives a safety certification for each operator.

Security Program Plan: In accordance with Chapter 14-90.004, FAC, all TOPS! providers must develop and maintain a Security Program Plan. This becomes part of the System Safety Program Plan requirements (See Appendix E, "System Safety Program Plan").

Coordination agreement providers complete an annual Automotive Service of Excellence (ASE) inspection on transportation vehicles.

7. Intercounty Services

BCT provides service into Miami-Dade and Palm Beach Counties. Fixed-route service into Palm Beach County includes Route 18 to Sandalfoot and Route 10 to Mizner Park.

Fixed-route service into Miami-Dade County includes Route 18 to 163rd Street Mall and Golden Glades Park, Route 2 to 207th Street and University Drive and Golden Glades Park and Routes 1 and 4 to Aventura Mall.

The three counties have designated transfer locations for paratransit clients transferring across service areas and have an intercounty service agreement for paratransit delivery. The Broward County Board of County Commissioners approved the expansion of the Paratransit service area to include the Florida Atlantic University (FAU) campus. Effective April 11, 2016, TOPS customers going to the FAU campus in Boca Raton are no longer be required to transfer with Palm Tran Connect at the Mizner Park transfer location. TOPS! customers may now request trips to and from the campus directly. The Administrative Building at 20400 Palm Beach Avenue will serve as the location for all pick-ups and drop-offs. BCT provided 95,567 intercounty trips for the year averaging 1,838 trips per week.

8. Natural Disaster/Emergency Preparedness

As a primary agency (Broward County Emergency Service Function #1), BCT, including the Paratransit Services Section, maintains a special needs transportation capability by means of contractual arrangement with transportation contractors to transport persons with special needs to/from designated shelters. Individuals are required to pre-register with Broward County Elderly & Veterans' Services Division. The rider's fare is waived under such emergency circumstances. Individuals may have the option to contact their service provider for trips. (Appendix F, "Paratransit Emergency Transportation Plan")

In order to address issues pertaining to the operation of special needs shelters during emergencies and to prepare for future emergency needs of special needs shelter clients, Broward County's Human Services Department initiated the Special Needs Task Force (SNTF). The SNTF meets on a monthly basis to address issues including client eligibility, client registration, transportation services, shelter staffing, shelter inspections, shelter supplies and inventory, electrical needs, plumbing needs, medical needs, oxygen needs, public awareness, etc.

The SNTF consists of representatives from BCT, Broward County Substance Abuse and Health Care Services Division, Broward County Elderly and Veterans Services Division, Broward County Trauma Management Agency, Broward County Emergency Management Agency, Florida Department of Health, Children's Medical Services, Memorial Healthcare System, North Broward Hospital District, South Broward Hospital District, and Broward County Public Schools.

In 2016-2017, the following activities were completed or recertified by the Broward CTC staff:

- Combined the special needs database into the paratransit ADEPT database.
- Responsible for evacuation of special needs and disabled residents to special needs shelters during Hurricane Matthew in October 2016.
- Required NIMS training and certification (ICS-100, ICS-200, ICS-300 [manager], and ICS-700).
- Required training in the use of WebEOC, the new software program utilized by the County's Emergency Operations Center (EOC).
- Broward CTC staff trained the EOC Call Center staff on policies and procedures for arranging special needs transportation during an emergency event.
- Attended workshop on the development and implementation of the new Continuation of Operations Plan (COOP).
- Created the Paratransit Services COOP for inclusion in BCT's COOP.
- Updated the Paratransit Services Hurricane Evacuation Plan and Standard Operating Procedures.
- Attended the following:
 - o Workshop on Public Information During Activations
 - o Table Top Exercise Procedure Training
 - o Broward County Emergency Response Team (Emergency Support Function 1 [ESF-1] Table Top Exercise)
 - o Broward County ESF-6, ESF-8, ESF-11 and ESF-18 Table Top Exercise
 - o Statewide Hurricane Exercise – EOC Level 1 Full Activation

9. Marketing

BCT's Customer Relations and Communications Section develops and implements marketing, advertising, and public relations programs to provide the public with information about current, new and enhanced bus service, special projects and events, and the benefits of riding public transportation. The section responds to a myriad of client inquiries and provides personal trip planning through the client information telephone center, and at the web-based Google Transit™, accessible on the agency's Web site.

BCT's Web site at www.broward.org/bct receives improvements as needed. Its redesign and more user-friendly layout have resulted in continued increases in monthly hits. Enhancements to the site include "Transit Flash," a monthly e-newsletter that is sent to a client e-mail database with up-to-date information, online bus pass purchasing, and Spanish and Creole translations.

10. Acceptable Alternatives

"Multimodalism" is in use in public transit to meet passengers' needs for several methods of accessible and timely transportation. Bus Your Bike service is one

multimodal service BCT provides, allowing passengers to take bicycles on the bus as a secondary transportation option. Racks are located in the front of all BCT buses to afford riders an opportunity to store their bicycles during transport.

BCT has partnerships with Tri-Rail, Transportation Management Associations (TMAs) and community buses. Using these different forms of transportation, County residents may assist in reducing traffic congestion and environmental pollution.

Tri-Rail, South Florida's commuter train, operated by the SFRTA, runs along a 71-mile corridor parallel to Interstate 95 and services Palm Beach, Broward and Miami-Dade Counties. Connecting wheelchair accessible bus service is available from all Tri-Rail stations and shuttles connect passengers to three international airports: Miami International, Fort Lauderdale/Hollywood International and Palm Beach International. Representatives from the CTC and DOPA serve on SFRTA's ADA Advisory Committee.

Emergency Ride Home: Employees working in downtown Fort Lauderdale for an employer who is a TMA member and who participate in rideshare, walks or bicycles or has an emergency, TMA will provide a free ride home or to an emergency location.

III. QUALITY ASSURANCE

Chapter 427, FS; Rule 41-2, FAC; and the Local Coordinating Board and Planning Agency Operating Guidelines prescribe the CTC evaluation process that summarizes the CTC's strengths and weaknesses over the past year in terms of implementing Chapter and Rule, Memorandum of Agreement (MOA) and goals and objectives in the TDSP. The LCB has the responsibility to conduct the evaluation of the CTC. Staff to the LCB completes the evaluation process utilizing CTD-approved criteria. A copy of the evaluation is provided to the MPO and the CTD. The FY 2015-2016 CTC Evaluation (Appendix H, "CTC Evaluation Workbook") received LCB approval on May 15, 2017, MPO approval on June 8, 2017, and it was submitted to the CTD on May 17, 2017. The CTD approved the evaluation recommended by the LCB for the Broward County Board of County Commissioners / Transportation Department to continue as the CTC for Broward County.

The LCB recommended the re-designation of the Broward County Board of County Commissioners as the CTC. The CTD approved the MOA with the CTC for five years effective July 1, 2017 – June 20, 2022.

A. PARATRANSIT CONTRACTURAL SERVICE STANDARDS

See Appendix G, "Solicitation and Addenda 1-4, Paratransit Transportation Services"

B. LOCAL COMPLAINT AND GRIEVANCE PROCEDURES/PROCESS

Complaint and grievance procedures provide the TD population and the general public a forum to address complaints and grievances relative to contract non-compliance.

Posting of the complaint and grievance rights of the user is visible to sighted clients and are periodically explained verbally to sight-impaired clients.

COMPLAINT PROCEDURES

1. The client or client's advocate contacts the Call Center, using the telephone number posted in the vehicles, and expresses dissatisfaction with the service citing a date and time and the reason for the complaint. If the complaint is related to matters of policy, the CTC explains that the service provided was within the CTC's scope of service and closes the matter.
2. If the complaint is not about a matter of policy, the Call Center records the complaint in the Computerized Transportation Management System (CTMS). The CTMS assigns a tracking number to the complaint.
 - a) After taking the complaint, the call center will ask the client if they want the tracking number and to be advised of the resolution outcome.
 - b) If the client says yes, the call center must note the request on the complaint form that is sent to the CTC; CTC will follow up with the client.
 - c) If a client says no, then the complaint is tracked and documented in the usual manner.
3. The CTC forwards the complaint to the appropriate contractor who is required to respond to safety complaints immediately and other complaints within 24 hours.
4. The contractor responds to the complaint, either acknowledging that the complaint is valid, or disputing the complaint with documentation showing that the contractor was in compliance with its contract. If the contractor determines that the complaint is valid, the contractor also informs the CTC that it is taking corrective action.
5. The CTC determines whether or not the documentation is sufficient or that the complaint is valid.
6. The client is contacted by the CTC and advised of the resolution of the complaint and, if valid, the corrective action taken by the contractor.

If the client is not satisfied with the CTC's explanation of the complaint resolution, the CTC should inform the client that it will look further into the matter if the client is willing to forward a written explanation. The following Grievance Procedures would then apply:

GRIEVANCE PROCEDURES

1. A letter stating the problem is sent to the Community Transportation Coordinator (CTC) Program Manager. The letter should outline the nature of the alleged complaint, the transportation operator involved and, where applicable, the date, time and place where the incident occurred.
2. A written response to the complainant on the status of the complaint must be transmitted by the CTC Program Manager within ten (10) working days of the receipt of the letter. In addition, the written response shall advise grievant of the following:
 - a) The existence of the Ombudsman helpline and provide grievant with the helpline's toll free telephone numbers; and
3. If the complainant is not satisfied with the reply or if the complaint has not been settled to the satisfaction of the complainant, the complainant may, within ten (10) working days of receiving the CTC Program Manager's response, request that a meeting be convened by the CTC Program Manager. The CTC Program Manager must schedule the meeting, within ten (10) working days of the notice by the complainant that such a meeting is requested, with the person or agency registering the complaint, the CTC Program Manager, the operator under contract, and the contracting agency.
4. If the complaint cannot be resolved as outlined above, the complainant must notify the CTC Program Manager by certified mail, return receipt requested, within ten (10) working days of the date of the meeting, of the complainant's intention to appeal the decision to the Coordinating Board.
5. Upon receipt of complainant's letter requesting appeal, the CTC Program Manager shall request the Coordinating Board to consider said appeal and to convene the Grievance Committee.

GRIEVANCE COMMITTEE PROCEDURES

1. The Grievance Committee has the power to hold hearings, conduct investigations and take testimony in all matters relating to complaints or grievances brought before the Committee.
2. If the CTC Program Manager receives notice of an appeal, a notice of hearing is served on the operator stating the nature of the complaint and the time and place of the hearing scheduled before the Grievance Committee.
3. Notice provided by the CTC Program Manager must provide the operator of services with no less than ten (10) days, excluding Saturdays, Sundays and legal holidays, written notice of the time, date, and place of the hearing. The said Notice of Hearing

must be sent by certified mail, return receipt requested, to the last known address of the operator of the services.

4. In any hearing before the Grievance Committee irrelevant, immaterial or unduly repetitious evidence will be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs will be admissible whether or not such evidence would be admissible in the courts of Florida.

5. Each party has the right to be represented by counsel, to call and examine witnesses, to introduce exhibits, to examine opposing witnesses on any relevant matter, even though the matter was not covered under direct examination, and to impeach any witness regardless of which party first called the witness to testify.

6. After an evidentiary hearing, the Grievance Committee submits to the Coordinating Board its recommended order consisting of findings of fact, conclusions of law and recommendations.

7. The Coordinating Board may adopt the recommended order as its final order. The Coordinating Board may reject or modify the conclusions of law and recommend final action, but may not reject or modify the findings of fact, unless it first determines from a review of the complete record and states with particularity in its final order, that the findings of fact were not based on competent substantial evidence or that the proceedings in which the findings were based did not comply with the essential requirements of law.

8. All meetings and hearings must be open to the public and advertised, but the public will not be given the opportunity to participate. Minutes will be kept at each hearing.

9. Appeal from the decision of the Coordinating Board is by certiorari to the circuit court in accordance with the Florida Rules of Appellate Procedure.

10. CTC will submit to the LCB board the following reports by the last LCB meeting of the fiscal year:

- Grievance report and the resolution(s).
- A comprehensive annual TD rider's report which includes number of riders and number of trips provided.

C. EVALUATION PROCESSES

Several evaluation processes are utilized by Broward County to ensure quality of service is being obtained and that it is being provided in the most cost effective, efficient, unduplicated, and seamless manner.

CTC Monitoring Procedures of Providers and Coordination Contractors

Operators:

- a. Providers are required to provide BCT with updated Driver Rosters by the 20th calendar day of each month. Each roster shall indicate driver's name, date of hire, training dates, last drug and alcohol test, Motor Vehicle Record review date and date of latest criminal record check. Providers are required to maintain updated Driver Rosters in CTMS.
- b. Providers must provide BCT with evidence that all drivers have completed the training program offered by BCT prior to the driver providing service and must attend a refresher class or repeat new driver training a minimum of once every two years. This training shall be included as part of the monthly operating summary package. Additionally, drivers are required to participate in driver-training developed by BCT. Providers must require all personnel providing transportation to possess the following: current, valid County Chauffeur's Registration in accordance with the requirements of Chapter 22-1/2, Broward County Code of Ordinances. It is also the provider's responsibility to ensure a copy of the above is filed with BCT.
- c. BCT requests State of Florida Motor Vehicle Reports for provider's drivers on a periodic basis. If a report shows evidence of violations, BCT will promptly notify Provider and Taxi Section of County Permitting, Licensing and Consumer Protection Division. Providers must have procedures to review periodically their drivers' Motor Vehicle Reports. BCT staff monitors compliance.
- d. The training program includes methods for measuring effectiveness of training in developing skill and improving performance. Use methods based on performance indicators that measure proficiency and not solely the provider meeting minimum training hours required. Provide measurement procedures to BCT upon request.
- e. BCT performs annual evaluations of providers, ensuring compliance with the System Safety Program Plan, locally approved standards, CTD standards, and FDOT standards, annual operating data and insurance requirements.
- f. BCT's direct involvement in day-to-day operations of service includes, but is not limited to: on-street monitoring of drivers and vehicles, inspections of equipment, customer service functions, contract compliance oversight and quality control. The providers will cooperate fully with BCT's monitoring programs. Providers provide full access to all driver records at operating facilities. Providers are required to make available a work station, desk, telephone and chair for use by BCT representative, if so requested. BCT's on-street monitoring shall include,

but is not limited to: on-time performance, knowledge of service area and routing, driver assistance, manifest accuracy and completeness, driver appearance, vehicle appearance, wheelchair lift condition and operation, wheelchair securement systems condition and use, safety equipment, driving habits, and compliance with Florida Motor Vehicle Regulations.

- g. Providers provide BCT with service data, via summary reports generated by CTMS, and a bi-weekly invoice for each component of service for previous bi-weekly billing period by close of business each Wednesday. This information shall include, but is not limited to, the following: number of one-way passenger trips by type of trip; total hours of vehicle service, copies of daily reports for driver activity or other daily reports showing starting and ending times and starting and ending mileage for each vehicle used by each driver, copies of trip tickets, log sheets or driver manifests, weekly reimbursement charges for services rendered the previous week and denied trips requests. BCT operates with a zero trip denial rate. Providers must keep separate denial forms/logs, by component, of all requests for service that cannot be accommodated. Providers shall fill out all information required on the log. A cumulative denial form/log is used that shows all rides denied for the week and shall be included as part of the monthly service summary submitted to BCT.
- h. Pursuant to the FTA's standards for precision, accuracy and accountability, BCT is required to report data to the National Transit Database (NTD). As required by FTA, or BCT, providers shall collect NTD data and other "service supplied" information or "service consumed" information, as terms are defined in Section 15 of the Federal Transit Administration Regulations. Providers are responsible for collection of financial and operational data, including on-board operational and passenger-related data, for transmittal to BCT on BCT approved forms as follows:
 - a. operational and passenger-related data shall be submitted to BCT no less than weekly,
 - b. financial data shall be submitted to BCT no less than quarterly,
 - c. and designated "service supplied" data shall be submitted to BCT 30 days prior to the termination of BCT's fiscal year.

All source documents for Section 15 filings is subject to audit and shall be maintained by providers for five years following final payment under their agreement with BCT.

- i. Providers must provide written monthly reports to BCT by the 20th day of the month following month of service. Collect and report all required information individually for each funding component of service. Reports shall be submitted on a form developed by provider and approved by BCT, and shall include, but

not limited to the following:

- j. Brief Narrative: Brief narrative highlighting month's activities, unusual events, trends and other noteworthy observations.
- k. Ridership: Number of one-way passenger trips, Personal Care Attendants, and Companions on a day-by-day basis, for each funding and fare entity and category.
- l. Miles and Hours: Total hours of service and vehicle miles on a day-by-day basis.
- m. Cost of Service: Total service revenue based upon contracted rates, collected fares and net revenue to provide service (total revenue less imputed fares).
- n. Service Quality Measures: On-time performance data, trips completed, missed trips and trip denials with an explanation.
- o. Efficiency Measures: Appropriate measures to include passengers per mile, hour or vehicle trip.
- p. Fleet Data: Updated fleet listings and status of all vehicles.
- q. Other: Accident/Incident reports/briefs/findings, training activities/certifications, including sensitivity training and education, key personnel changes and suggested improvements.
- r. BCT staff inspect all vehicles, wheelchair lifts or ramps and wheelchair securement devices annually. All vehicles must be approved, inspected and display an inspection sticker issued by BCT prior to providing service. Any complaints received concerning a vehicle or equipment, vehicle must report to BCT's facility the next business day for inspection. Any vehicle found in violation of any contractual standard is removed from service until violation is remedied.
- s. BCT reserves the right, through its agreements with the providers, in its sole discretion, at any time, to inspect vehicles and maintenance facilities during normal working hours and review provider's maintenance records.

BCT's Complaint Procedure conducts day-to-day monitoring. All complaints are referred to BCT's Paratransit Customer Service. The Call Center will input all such complaints in CTMS and assign each complaint to the provider for resolution. Complaints must be documented and investigated by the provider, which shall include, but not be limited to, the review of available video footage from on-board cameras, a

phone interview, and appropriate corrective action taken promptly. All complaint responses are to be reviewed, approved and signed by the Contract Administrator prior to issuance to the customer. The provider shall notify the customer and CTC of the disposition of the complaint in writing within five calendar days of receipt of said complaint. The CTC reserves the right to change the complaint procedures. Complaints of a safety, security and/or of a severe nature require a response within 24 hours. The County requires that providers treat all customer concerns related to performance as complaints. Complaints are tallied each month, indicating total number of complaints and type of complaints for each provider. The standard for complaint standard is at 2.9 complaints per 1,000 trips monthly.

- a. BCT works closely with CTD’s Ombudsman Program to resolve all service complaints and inquiries. BCT investigates each item as described above, contacts all concerned parties and sends CTD’s Ombudsman Program a report on resolution of the complaint/inquiry.

Coordination Contractors: BCT performs annual evaluations of Coordination Contractors ensuring CTD standards, annual operating data, drug and alcohol testing programs, vehicle inspections and insurance requirements.

IV. COST/REVENUE ALLOCATION AND RATE STRUCTURE JUSTIFICATION

TOPS! Paratransit contracts for both transportation and Reservation Call Center went into effect January 1, 2015. Two transportation providers participate in the five-year contract with two one-year options and one Reservation Call Center three-year contract with two one-year options. The rate structure justification is broken down into three columns. The first column details the type of service provided and transportation mode, the second column details the unit of measure and the third column details the cost per unit. See Appendix A, “Rate Structure.”

Reservation Call Center: Telephone In-take; Scheduling

Provider: Dispatching; Vehicle Maintenance;
Trip Reconciliation/Billing

CTC:	Application Intake Eligibility Screening Eligibility Testing Eligibility Certification Re-certification Client Information Source Client Service	Community Outreach Complaint Processing Daily Service Monitoring Reporting Marketing Vehicle Inspections/Safety Trip Reconciliation/Billing
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Appendix A
RATE STRUCTURE

Appendix B

PROVIDERS AND COORDINATION CONTRACTORS

TOPS! TRANSPORTATION PROVIDER: TOPS! TRANSPORTATION PROVIDER:

First Transit

1600 NE 7th Ave
Dania Beach, FL 33004
Contact: Catherine DeGray, General
Manager
PH: 954-947-1522
Email: Catherine.DeGray@firstgroup.com
Vehicles: 103

Transportation America

3300 SW 11th Ave
Fort Lauderdale, FL 33315
Contact: Mark Levitt, Vice President
PH: 305-265-3325
Email: mlevitt@losf.us
Vehicles: 102

**ACT PROVIDERS & COORDINATION
CONTRACTORS NON-REIMBURSED
TRANSPORTATION:**

**ACT PROVIDERS & COORDINATION
CONTRACTORS NON-REIMBURSED
TRANSPORTATION:**

ARC Broward

10250 NW 53rd Street
Sunrise, FL
Contact: Marc Burack, CFO
PH: 954-746-9400
Email: mburack@arcbroward.com
Vehicles: 22

City of Miramar, MSSC

6700 Miramar Parkway
Miramar, FL 33023
Contact: Alisha Edwards, Fiscal Grants
Management Clerk II
PH: 954-889-2746
Email: agedwards@miramarfl.gov
Vehicles: 14

Ann Storck Center

1790 SW 43rd Way
Fort Lauderdale, FL 33317
Contact: Jayson Babel, Project Manager
PH: 954-584-8000
Email: jbabel@annstorckcenter.org
Vehicles: 21

Lucanus Developmental Center

6411 Taft St
Hollywood, FL 33024
Contact: Clifford Buckley, Transportation
Manager
PH: 954-362-8777
Email: Clifwilliams@broward.org
Vehicles: 31

City of Deerfield Beach, NEFP

227 N.W. 2nd Street
Deerfield Beach, FL 33441
Contact: Donna DeFronzo, Director
PH: 954-480-4449
Email: ddfronzo@deerfield-beach.com
Vehicles: 8

**United Cerebral Palsy of Broward
County/United Community Options**

3117 SW 13th Court
Fort Lauderdale, FL 33312
Contact: Patricia Murphy, Executive
Director/Chief Program Officer
PH: 954-315-4040
Email: PatMurphy@uco-ucpsfl.org
Vehicles: 30

City of Margate, NWFP

6009 NW 10th Street
Margate, FL 33063
Contact: Karin Diaz, Project Director
PH: 954-973-0300
Email: karindiaz@margatefl.com
Vehicles: 8

**COORDINATION CONTRACTORS
NON-REIMBURSED
TRANSPORTATION:**

**Agency for Community Treatment
Services**

4612 N. 56th Street
Tampa, FL 33612
Contact: Ken Salzer, Transportation
Manager
PH: 813-246-4899
Email: ksalzer@actsfl.org
Vehicles: 3
(Services offered in Broward)

Archways

919 NE 13th Street
Fort Lauderdale, FL 33304
Contact: Aileen Turner-Nestor, CAO
PH: 954-763-2030 Ext 221
Email: atn@archways.org
Vehicles: 2

BARC Housing

10250 NW 53rd Street
Sunrise, FL
Contact: Marc Burack, CFO
PH: 954-746-9400
Email: mburack@arcbroward.com
Vehicles: 8

Broward Children's Center

200 S.E. 19th Avenue
Pompano Beach, FL 33060
Contact: Margaret E. Brummerloh, Risk
Manager
PH: 954-943-7336 ext. 105
Email: margaretb@bcckids.org
Vehicles: 12

**COORDINATION CONTRACTORS
NON-REIMBURSED
TRANSPORTATION:**

Cerebral Palsy Adult Home

1405 NW 10th Street
Dania Beach, FL 33004
Contact: Randall Bishop, CEO
PH: 954-786-0344
Email: randallbishop@woodhouseinc.org
Vehicles: 2

City of Lauderdale

5581 W Oakland Park Blvd
Lauderhill, FL 33313
Contact: Jane Sullivan, Grant Manager
PH: 954-730-3001
Email: jsullivan@lauderdale-fl.gov
Vehicles: 2

City of North Lauderdale

701 SW 71st Ave
North Lauderdale, FL 33068
Contact: Camara Merchant,
Administrative Clerk
PH: 954-597-4743
Email: cmerchant@nlauderdale.org
Vehicles: 1

City of Pembroke Pines, SWFP

301 NW 103 Avenue
Pembroke Pines, FL 33026
Contact: Jacque-Ann D. Isaacs,
Transportation Administrator
PH: 954-450-6850
Email: jisaacs@ppines.com
Vehicles: 20

**COORDINATION CONTRACTORS
NON-REIMBURSED
TRANSPORTATION:**

City of Tamarac Senior Center
6001 Nob Hill Rd
Tamarac, FL 33321
Contact: Dania Maldonado, Community
Services Manager
PH: 954-597-3633
Email: дания.maldonado@tamarac.org
Vehicles: 8

Douglas Gardens North
705 SW 88th Avenue
Pembroke Pines, FL 33025
Contact: Nilsa Adorno, Certified
Occupancy Specialist
PH: 754-217-4003
Email: nadorno@mjhha.org
Vehicles: 1

**Gulf Coast Jewish Family and
Community Services Center**
14041 Icot Blvd
Clearwater, FL 33760
Contact: Joseph Pacini, Grant Accountant
PH: 727-479-1800
Email: jpacini@gcjfcs.org
Vehicles: 2
(2 residential programs in Broward
County)

**COORDINATION CONTRACTORS
NON-REIMBURSED
TRANSPORTATION:**

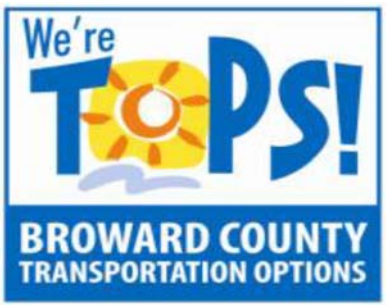
Henderson Behavioral Health
4740 N State Road 7
Ft. Lauderdale, FL 33319
Contact: Erica M. Ricketts, CFO
PH: 954-777-1662
Email: ericketts@hendersonbh.org
Vehicles: 45

Sunrise Community
5450 Stirling Road
Davie, FL 33314
Contact: Jorge Viego, Executive Director
PH: 954-744-1126
Email: jviego@sunrisegroup.org
Vehicles: 15

Woodhouse
1001 NE 3rd Avenue
Pompano Beach, FL 33060
Contact: Randall Bishop, CEO
PH: 954-786-0344
Email: randallbishop@woodhouseinc.org
Vehicles: 4

Appendix C

TD APPLICATIONS



TRANSPORTATION DISADVANTAGED (TD) DOOR-TO-DOOR PROGRAM

Dear TOPS! Applicant:

Thank you for your interest in TOPS! The Florida Commission for Transportation Disadvantaged program is one of the transportation programs provided by TOPS!

Door-to-Door Paratransit Transportation – Shared-ride paratransit transportation is provided to qualifying individuals who are prohibited from using Broward County Transit (BCT) fixed-route bus service due to financial, physical and/or mental restrictions or children who are handicapped, high-risk or at-risk. Door-to-door paratransit transportation is provided to health care, employment, education, shopping, social activities and other life-sustaining activities.

Transportation is mileage or facility restricted based on trip purpose

Dialysis – Choice of facility within five miles of residence

Radiation/Chemotherapy – Choice of facility within ten miles of residence

All other trips – Closest to residence providing service (i.e. grocery, pharmacy, VA clinic, shopping center)

ELIGIBILITY: TD services require applicant to qualify under current Federal Poverty Level Guideline, depending on number of family members in household, at the 225 percent level. An in-person functional assessment is required to complete the eligibility process.

Complete Sections 1 and 2. Section 3 must be completed and signed by a Florida licensed physician (submit all three sections together).

Completed TD application must contain all requested information, be legible and have all required identification and applicable financial supporting documents included when submitted. Incomplete applications will be returned.

Complete application information prior to printing

Application/supporting document(s) cannot be submitted via fax or e-mail

NOTICE OF COLLECTING SOCIAL SECURITY NUMBER (SSN) FOR GOVERNMENT PURPOSE

Broward County collects SSNs for different purposes. The Florida Public Records Law, Section 119.071(5), F.S. (2007) requires the County to give you this written statement explaining the purpose and authority for collecting your SSN.

FORM	PURPOSE	AUTHORIZATION
TD Application	Conduct eligibility verification and monitor for system abuse	County policy (See Note)

NOTE: Broward County collects your SSN in the performance of a duty or responsibility the County must complete in accordance with law or business necessity. In the event a law does not specifically provide the County with the authority to collect your SSN, it is imperative the County collect your SSN and this is expressly provided in section 119.081 (5) 2.b.

**Transportation Disadvantaged Application
DOOR-TO-DOOR PARATRANSIT SERVICE
Broward County Transit**

Office use only
PIN # _____
Date Approved _____
Date Denied _____

INSTRUCTIONS:

Complete Sections 1 and 2. Section 3 must be completed and signed by a Florida licensed physician (submit all three sections together and attach required documents).

**COPY OF CURRENT / VALID FLORIDA DRIVER'S LICENSE
OR FLORIDA ID IS REQUIRED WITH APPLICATION**

(ID MUST INDICATE BROWARD COUNTY ADDRESS)

SECTION 1 – GENERAL INFORMATION

(PLEASE PRINT)

Name of Applicant:		Phone:	
Home Address:			
Mailing Address (if different):			
Is a vehicle registered in your name?	YES	NO	Do you drive?
			YES
			NO
Date of Birth:		Social Security Number:	
Are you receiving Medicaid?	YES	NO	If YES, Medicaid #:
Emergency Contact:		Phone:	
Number of <u>relatives</u> , including self, living in household:		Total Annual Household Income (Must total lines 1 through 8 below):	

Indicate amount of annual income/benefit received by, or indicated on, each of the following sources for ALL family members of household (list household family members on reverse side):

1. Page #1 of individual tax return or most recent pay stub - - - - - \$ _____
2. DCF Benefit Letter / Cash Assistance / SNAP / Food Stamps - - - - - \$ _____
3. Unemployment Compensation Income Verification - - - - - \$ _____
4. Social Security Income Statement or Proof of Income Letter (SSI / SSDI) - \$ _____
5. Retirement / Pension / Investment Statement - - - - - \$ _____
6. Disabled Veteran's Benefit Letter - - - - - \$ _____
7. Housing benefits (HUD, Section 8) - - - - - \$ _____
8. Other (Specify) - - - - - \$ _____

If \$0 income – Submit signed letter, on agency letterhead, from social service agency verifying \$0 income.

If \$0 income, and you live in a house or apartment, indicate how rent / utilities are paid (this includes balance remaining after rent subsidy).

**CURRENT COPY OF OFFICAL DOCUMENT(S) FOR EACH ITEM(S) COMPLETED ABOVE
(#1 THROUGH #8) MUST BE SUBMITTED WITH APPLICATION OR
APPLICATION WILL NOT BE PROCESSED**

(OVER)

SECTION 1 – GENERAL INFORMATION (CONTINUED)

(PLEASE PRINT)

VETERAN'S INFORMATION Are you a United States veteran? YES ____ NO ____

If YES, type of Military Discharge:
 *Honorable ____ *General (Honorable Conditions) ____
 * Honorable and General (Honorable Conditions) discharge eligible for 50% fare to/from VA clinics.

If YES, attach copy of Discharge

Need a copy of your Discharge? Contact Broward County Elderly and Veterans Services,
 954-357-6622

SECTION 2 – HOUSEHOLD MEMBERS (RELATIVES)

NAME	DATE OF BIRTH	RELATIONSHIP	SOCIAL SECURITY NUMBER

I attest all information is correct and any changes will be reported to Paratransit Services immediately.
(Original signature only – DO NOT E-MAIL OR FAX)

 Signature of Applicant

 Date

 Signature of Preparer (if other than applicant)

 Date

 Print Name (Preparer)

 Relationship

**Return to: Broward County Transit - Paratransit Services Eligibility
 1 N. University Dr. - 3100-A, Plantation, FL 33324**
 (Application may be mailed/hand delivered to above address)
 Application/supporting document(s) cannot be submitted via fax or e-mail

Information: 954 – 357 – 8400

**Transportation Disadvantaged Application
DOOR-TO-DOOR PARATRANSIT SERVICE
Broward County Transit**

APPLICANT NAME: _____ Date of Birth: _____

SECTION 3 – MEDICAL (TO BE COMPLETED BY A FLORIDA PHYSICIAN) (PLEASE PRINT)

Does applicant have Medicaid? YES _____ NO _____

If Yes, Medicaid #: _____ Medicaid Program Code: _____

Indicate mobility aides used and required treatments. Define how indicators in "Other" impact using the fixed-route bus system.

Mobility Aides		Other	Treatments
Crutches ___	Walker ___	Oxygen ___	Chemo ___ Radiation ___ Dialysis ___
Scooter ___	Cane ___	Hearing ___	Day(s): _____
PWR W/C ___	AMBI ___	Visual ___	Times: _____
Leg Brace ___	W/C ___	Acuity ___	Facility Name: _____
Back Brace ___	None ___	Cognitive ___	Facility Address : _____

Reason(s)/Condition(s) prevent applicant from using fixed-route bus service:

(Must include specific explanation(s) why applicant cannot ride fixed-route bus)

Diagnostic Code(s) _____ Diagnosis _____

Explanation why condition(s) prohibits use of fixed-route bus: _____

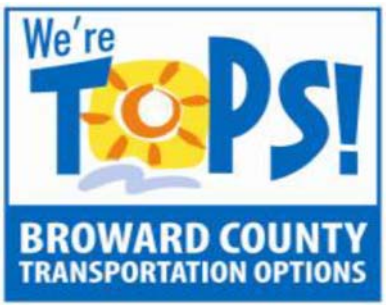
I, the undersigned, certify the medical information provided on this TD application is true and correct. I understand providing false or misleading information constitutes fraud and is considered a felony under the laws of the State of Florida. **RETURN COMPLETED, ORIGINAL DOCUMENT TO PATIENT**

Physician's Signature

FL Medical License Number

Physician's Name (Print)

Telephone Number



TRANSPORTATION DISADVANTAGED (TD) BUS PASS PROGRAM

Dear TOPS! Applicant:

Thank you for your interest in TOPS! The Florida Commission for Transportation Disadvantaged (TD) program is one of the transportation programs provided by TOPS! The TD bus pass program is for individuals prohibited from using Broward County Transit's (BCT) fixed-route bus service due to financial limitations.

Bus Pass Program – A monthly BCT fixed-route bus pass is provided at no charge to qualifying individuals who are financially prohibited from using the fixed-route system. Eligible recipients receive bus passes via U. S. mail only. TD bus passes cannot be picked-up at County facilities.

ELIGIBILITY: TD services require applicant to qualify under current Federal Poverty Level Guideline, depending on number of family members in household, at the 225 percent level.

Complete Sections 1 and 2. Completed TD application must contain all requested information, be legible and have all required identification and applicable financial supporting documents when submitted.

Complete application information prior to printing

Mail to: Paratransit Eligibility Services
Broward County Transit
1 N. University Dr., Suite 3100-A
Plantation, FL 33324

(Application may be hand delivered to above address)

Application/supporting document(s) cannot be submitted via fax or e-mail

Information: 954-357-8400

NOTICE OF COLLECTING SOCIAL SECURITY NUMBER (SSN) FOR GOVERNMENT PURPOSE

Broward County collects SSNs for different purposes. The Florida Public Records Law, Section 119.071(5), F.S. (2007) requires County to give you this written statement explaining the purpose and authority for collecting your SSN.

FORM	PURPOSE	AUTHORIZATION
TD Application	Conduct eligibility verification and monitor for system abuse	County policy (See Note)

NOTE: Broward County collects your SSN in the performance of a duty or responsibility County must complete in accordance with law or business necessity. In the event a law does not specifically provide County with the authority to collect your SSN, it is imperative County collect your SSN and this is expressly provided in section 119.081 (5) 2.b.

**Transportation Disadvantaged Application
BUS PASS PROGRAM
Broward County Transit**

Office use only
PIN # _____
Date Approved _____
Date Denied _____

INSTRUCTIONS:

Complete Sections 1 and 2 and attach required documents.

**COPY OF CURRENT / VALID FLORIDA DRIVER'S LICENSE
OR FLORIDA ID IS REQUIRED WITH APPLICATION**

(ID MUST INDICATE BROWARD COUNTY ADDRESS)

SECTION 1 – GENERAL INFORMATION

(PLEASE PRINT)

Name of Applicant:		Phone:	
Home Address:			
Mailing Address (if different):			
If using agency to receive mail, provide agency letter stating they will receive your mail			
Is a vehicle registered in your name? YES NO		Do you drive? YES NO	
Date of Birth:		Social Security Number:	
Are you receiving Medicaid? YES NO		If YES, Medicaid #:	
Emergency Contact:		Phone:	
Number of <u>relatives</u> , including self, living in household:		Total Annual Household Income (Must total lines 1 through 8 below):	

Indicate amount of annual income/benefit received by, or indicated on, each of the following sources for ALL family members of household (list household family members on reverse side):

1. Page #1 of individual tax return or most recent pay stub - - - - - \$ _____
2. DCF Benefit Letter / Cash Assistance / SNAP / Food Stamps - - - - - \$ _____
3. Unemployment Compensation Income Verification - - - - - \$ _____
4. Social Security Income Statement or Proof of Income Letter (SSI / SSDI) - \$ _____
5. Retirement / Pension / Investment Statement - - - - - \$ _____
6. Disabled Veteran's Benefit Letter - - - - - \$ _____
7. Housing benefits (HUD, Section 8) - - - - - \$ _____
8. Other (Specify) - - - - - \$ _____

If \$0 income – Submit signed letter, on agency letterhead, from social service agency verifying \$0 income.

If \$0 income, and you live in a house or apartment, indicate how rent / utilities are paid (this includes balance remaining after rent subsidy).

**CURRENT COPY OF OFFICAL DOCUMENT(S) FOR EACH ITEM(S) COMPLETED ABOVE
(#1 THROUGH #8) MUST BE SUBMITTED WITH APPLICATION OR
APPLICATION WILL NOT BE PROCESSED**

(OVER)



TEMPORARY TRANSPORTATION DISADVANTAGED REQUEST

To receive Temporary Transportation Disadvantaged Paratransit service use this form.
Telephone enrollments are not accommodated.

Riders under 13 years of age must travel with an adult.

Name of Requesting Center: _____ Contact: _____

Treatment: Dialysis Radiation Chemotherapy **Length of Treatment:** _____

Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

Please provide transportation to/from the above-named facility for (*please print*):

Last Name: _____ First Name: _____

Address: _____ Apt./Rm#: _____

City & Zip Code: _____ Phone: _____

Date of Birth (mm/dd/yyyy): _____ SSN: _____

Emergency Contact (First/Last Name/Phone): _____

Mobility Aides: Scooter/PWR-WC Wheelchair Walker Cane Crutches Cognitive
Leg/Back Braces Oxygen Hearing Visual Acuity: OS ___ OD ___

Does client have Medicaid? Yes No If Yes, Program code: _____ Medicaid#: _____

In order to process this request, it is required to attach a valid/current copy of applicant's Florida LIC/ID with a Broward County address.

By signing below, you agree the information you provided is correct to the best of your knowledge. You understand the purpose of this request is to determine if there are times when you cannot use the BCT fixed route service and must use Temporary Transportation Disadvantaged Paratransit services.

I certify, to the best of my knowledge, that the information in this application is true and correct. I understand providing false or misleading information or making false statements on behalf of others constitutes fraud, is considered a felony under the laws of the State of Florida and may result in a reevaluation or revocation of my eligibility. By signing below, I give permission for my Health Care Provider(s) to release information for the purpose of facilitating my eligibility determination or providing me with transportation.

An original doctor's and original client's signature is required.

Doctor's Name (print): _____ Dr.'s Florida License #: _____

Doctor's Signature: _____ Dr.'s Phone #: _____

Client's Signature: _____ Date: _____

*Client not available for Signature: Preparer: _____ Relationship: _____

NOTICE OF COLLECTING SOCIAL SECURITY NUMBER (SSN) FOR GOVERNMENT PURPOSE
Broward County collects SSNs for different purposes. The Florida Public Records Law, Section 119.071(5), F.S. (2007) requires County to give you this written statement explaining the purpose and authority for collecting your SSN.

FORM	PURPOSE	AUTHORIZATION
Temporary TD Application	Conduct eligibility verification and monitor for system abuse	County policy (See Note)

NOTE: Broward County collects your SSN in the performance of a duty or responsibility County must complete in accordance with law or business necessity. In the event a law does not specifically provide County with the authority to collect your SSN, it is imperative County collect your SSN and this is expressly provided in section 119.081 (5) 2.b.

**For privacy reasons, return this request by mail or fax: Paratransit, 1 N. University Dr, Ste. 3100A.
Plantation, FL 33324 • Fax: 954.357.8345 • Please call 954-357-8405 for any questions.**



BOARD OF COUNTY COMMISSIONERS BROWARD COUNTY, FLORIDA

Americans with Disabilities Act (ADA) Paratransit Application

Instructions for completing the Eligibility Application process

Please fill out the application completely, sign all the pages requiring your signature and return it to us by mail. Your **Florida licensed** healthcare provider most familiar with your disabling condition(s) is to complete and sign the Medical Verification form(s).

Approved riders under 14 years of age must travel with a Personal Care Attendant (PCA). A PCA is someone you hire or designate to help you and/or your child meet your daily living needs. Broward County Transit (BCT) does not provide PCA's and is authorized when medically justifiable. If you use one please indicate so on your application.

As an applicant, you are required to have an in-person functional assessment at our contracted facility. You will receive a letter with instructions on how to complete this next step. If you need transportation to and from the facility please follow the directions on your letter. Upon receipt of your results we will review your file to determine your eligibility and contact you by mail.

If you need additional information please contact customer service: 954.357.8400 (Voice), 954.357.8302 (TTY), or visit us on the web at: www.broward.org/BCT

When completed please mail the entire application to:

Broward County Transit - Paratransit Services
1 North University Drive, Suite 3100 A
Plantation, FL 33324

LEFT BLANK INTENTIONALLY

**PLEASE PRINT
LEGIBLY**

DO NOT WRITE IN THIS SPACE

Received Date: _____ Process Date: _____
Closest Bus Stop (Feet): _____ ADA Category: 1 2 3
Equip/Disability: _____ PCA H2H
Reviewed By: _____
NRC Date: _____ Approval Date: _____
ADA Conditions: _____ Exp Date: _____

Client ID #: _____

New Applicant Yes: _____

Part 1 - General Information

Last Name: _____ First Name: _____ MI: _____

Street Address: _____ Apt: _____ Bldg.: _____

Bldg./Subdivision Name: _____ E-mail: _____

City: _____ State: _____ Zip Code: _____

Primary Phone: _____ Other Phone: _____

Date of Birth: _____

If someone assisted you to complete this form, please identify below:

Name: _____ Phone: _____

Check the box to have information & material sent other than standard?

Large Print Other: _____

In case of emergency, who do we contact? (Required)

Name: _____ Phone: _____

Relationship: _____

Other Phone or E-mail: _____

Additional Contact: _____

Veterans VA trip discount:

Are you a United States veteran? YES NO

To receive the reduced discounted fare for trips to the Veteran Affairs (VA) clinic,
please provide proof of Honorable Discharge status.

Part 2 – Information About Applicant’s Disability

1. Please check the box of all conditions that stop you from riding the BCT fixed route service independently. Then submit the Medical Form A, to your medical provider to complete and sign unless directed otherwise in parenthesis.

- | | | |
|--|--|---|
| <input type="checkbox"/> Arteriosclerosis | <input type="checkbox"/> Heart Attack | <input type="checkbox"/> Peripheral Vascular Disease |
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Hearing Impairment | <input type="checkbox"/> Quadriplegia |
| <input type="checkbox"/> Cancer | <input type="checkbox"/> HIV/AIDS | <input type="checkbox"/> Stroke/Cerebral Trauma
(Occurrence Date)_____ |
| <input type="checkbox"/> Cerebral Palsy | <input type="checkbox"/> Intellectual Disability (D)
(IQ#)_____ | <input type="checkbox"/> Surgery (Date)_____ |
| <input type="checkbox"/> Chronic Obstructive/
Pulmonary Disease | <input type="checkbox"/> Kidney Disease/Dialysis | Type_____ |
| <input type="checkbox"/> Cognitive (D) | <input type="checkbox"/> Lupus | <input type="checkbox"/> Thrombosis |
| <input type="checkbox"/> Congestive Heart
Failure | <input type="checkbox"/> Mental Illness (D) | <input type="checkbox"/> Visual Impairment (B) |
| <input type="checkbox"/> Epilepsy/Seizure
Disorder (C) | <input type="checkbox"/> Multiple Sclerosis | <input type="checkbox"/> Other:_____ |
| | <input type="checkbox"/> Paraplegia | <input type="checkbox"/> Other:_____ |
| | <input type="checkbox"/> Parkinson’s Disease | |

2. Do you use any of the following mobility aids or equipment? (*Required*)

- | | | |
|---|-----------------------------------|---|
| <input type="checkbox"/> Oxygen | <input type="checkbox"/> Cane | <input type="checkbox"/> Powered scooter |
| <input type="checkbox"/> Leg braces | <input type="checkbox"/> Walker | <input type="checkbox"/> Powered wheelchair |
| <input type="checkbox"/> Long white cane | <input type="checkbox"/> Crutches | <input type="checkbox"/> Manual wheelchair |
| <input type="checkbox"/> Service animal - Describe: _____ | | |
| <input type="checkbox"/> Other: _____ | | |

3. Do you require the assistance of a Personal Care Attendant* (PCA)?

** Personal Care Attendant (PCA) is someone who is designated or employed by you specifically to help you, the eligible client, meet your personal needs, including traveling. A PCA may always travel with an eligible client. A PCA is not provided by BCT and is authorized only when a medically justifiable need is established.*

Yes, I need assistance with: (*check all that apply*)

- | | | |
|-------------------------------------|---------------------------------------|------------------------------------|
| <input type="checkbox"/> Mobility | <input type="checkbox"/> Reading | <input type="checkbox"/> Transfers |
| <input type="checkbox"/> Medication | <input type="checkbox"/> Other: _____ | |

No, I do not need assistance when traveling.

Part 3 – Questions About Using BCT Fixed-Route Buses

4. Have you ever used BCT fixed route buses?

- Yes, I typically use the fixed-route buses _____ times a week.
- Yes, I did but stopped on _____ because _____
- No

5. What might help you ride BCT fixed route buses? *(check all that apply)*

- A communication aid
- Route and schedule information
- If someone would teach me how to travel on the buses
- If the bus stops were closer to where I live and where I need to go
- Other, describe: _____
- None of these would help

6. Can you ask for and follow written / oral instructions to use BCT buses?

- Yes No SOMETIMES

If you choose No or Sometimes, *(check all that apply)*

- I probably could with instruction
- I get confused and might get lost
- Other people cannot understand me
- Other: _____

7. Are you able to get to and from bus stops on your own?

- Yes No Sometimes

If you choose No or Sometimes, *(check all that apply)*

- I probably could if someone shows me how
- I get confused and cannot find my way
- I cannot travel outside when it is too hot
- I cannot if the street or sidewalk is too steep
- I cannot cross busy streets and intersections
- I cannot get to places if there are no curb-cuts
- I cannot see well at night
- Other: _____

8. How far can you travel on your own or using your mobility aid?

- I cannot get outside my residence
- I can get to the curb in front of my residence
- I can get up to ____ blocks

9. Can you wait outside up to 30 minutes for a fixed route bus?

- Yes
- Yes, but only if the stop has a bench and shelter
- No, explain: _____

10. Are you able to use a bus ramp or lift?

Yes No Sometimes I do not know

If you choose No or Sometimes, (*check all that apply*)

I am not familiar with bus ramps or lifts

I probably could if someone shows me how

I do not want to use the lift

Other: _____

11. If you are able to get on and off a fixed route bus, can you get to a seat or wheelchair position by yourself and ride the bus?

Yes No Sometimes I do not know

If you choose No or Sometimes, (*check all that apply*)

I have a balance problem

I need a seat nearest the door

I have trouble finding a seat

Other: _____

12. If you are able to get on and off a fixed route bus, do you know where to get off or can you find out by yourself?

Yes No Sometimes I do not know

If you choose No or Sometimes, (*check all that apply*)

I get confused and cannot remember where I am going

I can if the driver calls out the stops

I probably could with travel training

13. Check the box(es) that reflect(s) the reason why you can't ride the bus.

Busy street to cross Inclines Time of day

Lack of curb cuts No crosswalk light

Construction Distance

No sidewalk/Sidewalk condition (Describe): _____

14. Is your condition affected by temperature or weather? Yes No

If yes, please write the upper and lower temperature where your condition is affected: _____

15. Provide names and address of places you currently go or plan to go:

Signature Page

Please Sign and Date Part 4 and Part 5

Part 4 - Applicant Certification

By signing below you agree the information you provided is correct to the best of your knowledge. *(If you are unable to sign, your power of attorney may sign for you; attach proof of POA).*

I understand the purpose of this application is to determine if there are times when I cannot use the BCT fixed route service and must use ADA Paratransit services. I certify, to the best of my knowledge, that the information in this application is true and correct. I understand providing false or misleading information or making false statements on behalf of others constitutes fraud, is considered a felony under the laws of the State of Florida and may result in a reevaluation or revocation of my eligibility.

Applicant's Signature

Date

Part 5 - Applicant Medical Information Release

By signing below I give permission for my Health Care Provider(s) to release information for the purpose of facilitating my eligibility determination or providing me with transportation. *(If you are unable to sign, your power of attorney may sign for you; attach proof of POA).*

Applicant's Signature

Date

**ATTACH A COPY OF YOUR VALID FLORIDA DRIVER'S
LICENSE/ID OR CURRENT GOVERNMENT ISSUED ID
WITH THIS APPLICATION.**

**FOLLOWING SECTION(S) TO BE COMPLETED BY
LICENSED/CERTIFIED HEALTH CARE PROVIDER(S)**



TOPS! Paratransit Eligibility Medical Verification Forms are to be completed by a Florida Licensed/Certified Health Care Provider only.

By completing and signing this document, you certify the truth and accuracy of the information provided on this application, to the best of your professional knowledge. The Americans with Disabilities Act of 1990 requires BCT to provide services to persons who are unable to use the fixed-route bus system due to a disability. The information you provide will allow BCT to make an appropriate evaluation of your clients' eligibility.

To qualify for Paratransit service, an individual must meet the criteria as set forth in one of the following categories:

Category 1: Individuals who, as a result of a physical or mental impairment (including visual impairments) and without the assistance of another individual (except the operator) cannot board, ride or disembark from an accessible transit vehicle.

Category 2: Individuals who can independently use accessible vehicles, but none are available on their route.

Category 3: Individuals who have a specific impairment-related condition that prevents them from independently getting to/from a stop.

As the licensed/certified health care provider most familiar with the applicant's most limiting condition, please complete **one** Medical Verification Form:

- A - General Medical
- B - Visual Impairment
- C - Seizure or Epilepsy Disorders
- D - Cognitive or Mental Health Disabilities

You may submit additional completed verification forms as applicable.

**TOPS! Paratransit Eligibility
Form A: General Medical**

To be completed by a Licensed Health Care Provider

Applicant's Name: _____ Date of Birth: _____

1. Please write how the applicant's disability stops them from using the BCT bus independently? *(Note: BCT buses are 100% handicapped accessible).*

2. Date of onset? _____

3. Is applicant's functional limitation permanent? Yes No
If no, expected duration? # of Months _____ # of Years _____

4. For safety reasons, does the applicant need to travel on TOPS! at all times, with a PCA? Yes No If yes, please explain:

5. For safety reasons, can applicant be left unattended at pickup or drop-off locations? Yes No If no, please explain:

I certify the information provided above is correct.

Signature of Licensed Health Care Provider

Date

Clearly print your contact information below:

Name: _____ Board cert. # or Lic. #: _____

Phone #: _____ Fax #: _____

Business address: _____

**TOPS! Paratransit Eligibility
Form B: Vision**

To be completed by a Licensed Eye Care Professional or
Certified Orientation and Mobility Specialist (OMS) Provider

Applicant's Name: _____ Date of Birth: _____

1. Please state applicant's Visual Impairment: _____

2. Applicant's best corrected Visual Acuity: OS _____ OD _____

3. Date of onset: _____

4. Is applicant's functional limitation permanent? Yes No
If no, expected duration: # of Months _____ # of Years _____

5. How does applicant's disability, combined with any environmental barriers, prevent independent use of the fixed-route bus service?

6. For safety reasons, does the applicant need to travel on TOPS! at all times, with a PCA? Yes No If yes, please explain:

7. For safety reasons, can applicant be left unattended at pickup or drop-off locations? Yes No If no, please explain:

I certify the information provided above is correct.

Signature of Licensed Eye Care Professional / OMS Date

Clearly print your contact information below:

Name: _____ Board cert. # or Lic. #: _____

Phone #: _____ Fax #: _____

Business address: _____

TOPS! Paratransit Eligibility
Form D: Cognitive or Mental Health Conditions

To be completed by a Licensed Mental Health Care Provider

Applicant's Name: _____ Date of Birth: _____

1. Please state the name of the applicant's diagnosis from the DSM? _____

2. Date of onset? _____

3. Would applicant be able to travel independently on fixed route buses if they are medication compliant? Yes No

4. Check any of the following that is affected by the individual's disability?

<input type="checkbox"/> Orientation	<input type="checkbox"/> Concentration	<input type="checkbox"/> Monitoring time
<input type="checkbox"/> Problem-solving	<input type="checkbox"/> Coping Skills	<input type="checkbox"/> Judgment
<input type="checkbox"/> Short term memory	<input type="checkbox"/> Communication	<input type="checkbox"/> Gait or balance
<input type="checkbox"/> Long term memory	<input type="checkbox"/> Consistency	<input type="checkbox"/> Social behavior
<input type="checkbox"/> Aggression	<input type="checkbox"/> Performance	<input type="checkbox"/> Anxiety
<input type="checkbox"/> Other: _____		

5. Is the applicant's functional limitation permanent? Yes No
If no, expected duration? # of Months _____ # of Years _____

6. For safety reasons, does the applicant need to travel on TOPS! at all times, with a PCA? Yes No If yes, please explain:

7. For safety reasons, can applicant be left unattended at pickup or drop-off locations? Yes No If no, please explain:

I certify the information provided above is correct.

Signature of Licensed Mental Health Care Provider Date

Clearly print your contact information below:

Name: _____ Board cert. # or Lic. #: _____
Phone #: _____ Fax #: _____
Business address: _____

Appendix D

VEHICLE INVENTORY

	Property #	Year	Manufacturer	Model	Chassis	VIN	FUEL	Length (FT)	Capacity	Location
1 of 208	P0001	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS9EDB10018	Propane	23'	10 seats, 3 W/C	FT
2 of 208	P0002	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS0EBD10019	Propane	23'	10 seats, 3 W/C	FT
3 of 208	P0003	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS7EDB10020	Propane	23'	10 seats, 3 W/C	FT
4 of 208	P0004	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS9EDB10021	Propane	23'	10 seats, 3 W/C	FT
5 of 208	P0005	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS0EDB10022	Propane	23'	10 seats, 3 W/C	FT
6 of 208	P0006	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS6EDB17105	Propane	23'	10 seats, 3 W/C	FT
7 of 208	P0007	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS8EDB17106	Propane	23'	10 seats, 3 W/C	FT
8 of 208	P0008	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS2EDB17103	Propane	23'	10 seats, 3 W/C	FT
9 of 208	P0009	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS4EDB17104	Propane	23'	10 seats, 3 W/C	FT
10 of 208	P0010	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS1EDB17108	Propane	23'	10 seats, 3 W/C	FT
11 of 208	P0011	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS3EDB17109	Propane	23'	10 seats, 3 W/C	FT
12 of 208	P0012	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS7EDB17100	Propane	23'	10 seats, 3 W/C	FT
13 of 208	P0013	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS9EDB17101	Propane	23'	10 seats, 3 W/C	FT
14 of 208	P0014	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS0EDB17102	Propane	23'	10 seats, 3 W/C	FT
15 of 208	P0015	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FSXEDB17107	Propane	23'	10 seats, 3 W/C	FT
16 of 208	P0016	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FSXEDB17110	Propane	23'	10 seats, 3 W/C	FT
17 of 208	P0017	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS1EDB17111	Propane	23'	10 seats, 3 W/C	FT
18 of 208	P0018	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS3EDB17112	Propane	23'	10 seats, 3 W/C	FT
19 of 208	P0019	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS5EDB17113	Propane	23'	10 seats, 3 W/C	FT
20 of 208	P0020	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS7EDB17114	Propane	23'	10 seats, 3 W/C	FT

21 of 208	P0021	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS9EDB17115	Propane	23'	10 seats, 3 W/C	FT
22 of 208	P0022	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS0EDB17116	Propane	23'	10 seats, 3 W/C	FT
23 of 208	P0023	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS2EDB17117	Propane	23'	10 seats, 3 W/C	FT
24 of 208	P0024	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS4EDB17118	Propane	23'	10 seats, 3 W/C	FT
25 of 208	P0025	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS6EDB17119	Propane	23'	10 seats, 3 W/C	FT
26 of 208	P0026	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS2EDB17120	Propane	23'	10 seats, 3 W/C	FT
27 of 208	P0027	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS4EDB17121	Propane	23'	10 seats, 3 W/C	FT
28 of 208	P0028	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS6EDB17122	Propane	23'	10 seats, 3 W/C	FT
29 of 208	P0029	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS8EDB17123	Propane	23'	10 seats, 3 W/C	FT
30 of 208	P0030	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FSXEDB17124	Propane	23'	10 seats, 3 W/C	FT
31 of 208	P0031	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS1EDB17125	Propane	23'	10 seats, 3 W/C	FT
32 of 208	P0032	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS3EDB17126	Propane	23'	10 seats, 3 W/C	FT
33 of 208	P0033	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS5EDB17127	Propane	23'	10 seats, 3 W/C	FT
34 of 208	P0035	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS9EDB17129	Propane	23'	10 seats, 3 W/C	FT
35 of 208	P0036	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS5EDB17130	Propane	23'	10 seats, 3 W/C	FT
36 of 208	P0037	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS7EDB17131	Propane	23'	10 seats, 3 W/C	FT
37 of 208	P0038	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS9EDB17132	Propane	23'	10 seats, 3 W/C	FT
38 of 208	P0039	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS0EDB17133	Propane	23'	10 seats, 3 W/C	FT

39 of 208	P0040	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS2EDB17134	Propane	23'	10 seats, 3 W/C	FT
40 of 208	P0041	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS4EDB17135	Propane	23'	10 seats, 3 W/C	FT
41 of 208	P0042	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS6EDB17136	Propane	23'	10 seats, 3 W/C	FT
42 of 208	P0043	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS8EDB17137	Propane	23'	10 seats, 3 W/C	FT
43 of 208	P0044	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FSXEDB17138	Propane	23'	10 seats, 3 W/C	FT
44 of 208	P0045	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS1EDB17139	Propane	23'	10 seats, 3 W/C	FT
45 of 208	P0046	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS8EDB17140	Propane	23'	10 seats, 3 W/C	FT
46 of 208	P0047	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FSXEDB17141	Propane	23'	10 seats, 3 W/C	FT
47 of 208	P0048	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS1EDB17142	Propane	23'	10 seats, 3 W/C	FT
48 of 208	P0049	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS3EDB17143	Propane	23'	10 seats, 3 W/C	FT
49 of 208	P0050	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS5EDB17144	Propane	23'	10 seats, 3 W/C	FT
50 of 208	P0051	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS7EDB17145	Propane	23'	10 seats, 3 W/C	FT
51 of 208	P0052	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS9EDB17146	Propane	23'	10 seats, 3 W/C	FT
52 of 208	P0053	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS0EDB17147	Propane	23'	10 seats, 3 W/C	FT
53 of 208	P0054	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS2EDB17148	Propane	23'	10 seats, 3 W/C	FT
54 of 208	P0055	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS4EDB17149	Propane	23'	10 seats, 3 W/C	FT
55 of 208	P0056	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS0EDB17150	Propane	23'	10 seats, 3 W/C	FT
56 of 208	P0057	2014	Champion Bus	Challenger	Ford E-450	1FD FE4FS2EDB17151	Propane	23'	10 seats, 3 W/C	FT

57 of 208	P0058	2014	Champion Bus	Challenger	Ford E-450	1FDFE4FS4EDB17152	Propane	23'	10 seats, 3 W/C	FT
58 of 208	P0059	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS1FDA00629	Propane	23'	10 seats, 3 W/C	FT
59 of 208	P0060	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS1FDA00632	Propane	23'	10 seats, 3 W/C	FT
60 of 208	P0061	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS7FDA00635	Propane	23'	10 seats, 3 W/C	FT
61 of 208	P0062	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS5FDA02769	Propane	23'	10 seats, 3 W/C	FT
62 of 208	P0063	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS4FDA00625	Propane	23'	10 seats, 3 W/C	FT
63 of 208	P0064	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS6FDA00626	Propane	23'	10 seats, 3 W/C	FT
64 of 208	P0065	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS8FDA00627	Propane	23'	10 seats, 3 W/C	FT
65 of 208	P0067	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FSFDA02778	Propane	23'	10 seats, 3 W/C	FT
66 of 208	P0068	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS1FDA02770	Propane	23'	10 seats, 3 W/C	FT
67 of 208	P0069	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS3FDA00633	Propane	23'	10 seats, 3 W/C	FT
68 of 208	P0070	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS3FDA02771	Propane	23'	10 seats, 3 W/C	FT
69 of 208	P0071	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS4FDA02777	Propane	23'	10 seats, 3 W/C	FT
70 of 208	P0072	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS2FDA02776	Propane	23'	10 seats, 3 W/C	TA
71 of 208	P0073	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS7FDA02773	Propane	23'	10 seats, 3 W/C	TA
72 of 208	P0074	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS8FDA02779	Propane	23'	10 seats, 3 W/C	TA
73 of 208	P0075	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS4FDA02780	Propane	23'	10 seats, 3 W/C	TA
74 of 208	P0076	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS5FDA02772	Propane	23'	10 seats, 3 W/C	TA

75 of 208	P0077	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS5FDA00634	Propane	23'	10 seats, 3 W/C	TA
76 of 208	P0078	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS3FDA02768	Propane	23'	10 seats, 3 W/C	TA
77 of 208	P0079	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS9FDA02774	Propane	23'	10 seats, 3 W/C	TA
78 of 208	P0080	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FSXFDA00631	Propane	23'	10 seats, 3 W/C	TA
79 of 208	P0081	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS0FDA02761	Propane	23'	10 seats, 3 W/C	TA
80 of 208	P0082	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS6FDA02764	Propane	23'	10 seats, 3 W/C	TA
81 of 208	P0083	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS1FDA02767	Propane	23'	10 seats, 3 W/C	TA
82 of 208	P0084	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS4FDA02763	Propane	23'	10 seats, 3 W/C	TA
83 of 208	P0085	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS8FDA02765	Propane	23'	10 seats, 3 W/C	TA
84 of 208	P0086	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS0FDA06843	Propane	23'	10 seats, 3 W/C	TA
85 of 208	P0087	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS1FDA06849	Propane	23'	10 seats, 3 W/C	TA
86 of 208	P0088	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS9FDA06842	Propane	23'	10 seats, 3 W/C	TA
87 of 208	P0089	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FSXFDA06848	Propane	23'	10 seats, 3 W/C	TA
88 of 208	P0090	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS8FDA06847	Propane	23'	10 seats, 3 W/C	TA
89 of 208	P0091	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS8FDA06850	Propane	23'	10 seats, 3 W/C	TA
90 of 208	P0092	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS8FDA00630	Propane	23'	10 seats, 3 W/C	TA
91 of 208	P0093	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS2FDA02762	Propane	23'	10 seats, 3 W/C	TA
92 of 208	P0094	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FSXFDA02766	Propane	23'	10 seats, 3 W/C	TA

93 of 208	P0095	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS7FDA06855	Propane	23'	10 seats, 3 W/C	TA
94 of 208	P0096	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS9FDA06856	Propane	23'	10 seats, 3 W/C	TA
95 of 208	P0097	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS2FDA06858	Propane	23'	10 seats, 3 W/C	TA
96 of 208	P0098	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS0FDA06857	Propane	23'	10 seats, 3 W/C	TA
97 of 208	P0099	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS2FDA00624	Propane	23'	10 seats, 3 W/C	TA
98 of 208	P0100	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS6FDA06846	Propane	23'	10 seats, 3 W/C	TA
99 of 208	P0101	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS3FDA06853	Propane	23'	10 seats, 3 W/C	TA
100 of 208	P0102	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS1FDA06852	Propane	23'	10 seats, 3 W/C	TA
101 of 208	P0103	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS2FDA06844	Propane	23'	10 seats, 3 W/C	TA
102 of 208	P0104	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS4FDA06854	Propane	23'	10 seats, 3 W/C	TA
103 of 208	P0105	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS4FDA06845	Propane	23'	10 seats, 3 W/C	TA
104 of 208	P0106	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FSXFDA06851	Propane	23'	10 seats, 3 W/C	TA
105 of 208	P0107	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS1FDA08410	Propane	23'	10 seats, 3 W/C	TA
106 of 208	P0108	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS1FDA08407	Propane	23'	10 seats, 3 W/C	TA
107 of 208	P0109	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS6FDA08404	Propane	23'	10 seats, 3 W/C	TA
108 of 208	P0110	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS8FDA08405	Propane	23'	10 seats, 3 W/C	TA
109 of 208	P0111	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FSXFDA08406	Propane	23'	10 seats, 3 W/C	TA
110 of 208	P0112	2015	Champion Bus	Challenger	Ford E-450	1FD FE4FS3FDA08408	Propane	23'	10 seats, 3 W/C	TA

111 of 208	P0113	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS5FDA08409	Propane	23'	10 seats, 3 W/C	TA
112 of 208	P0114	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS8FDA09571	Propane	23'	10 seats, 3 W/C	TA
113 of 208	P0115	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS4FDA09566	Propane	23'	10 seats, 3 W/C	TA
114 of 208	P0116	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS6FDA09570	Propane	23'	10 seats, 3 W/C	TA
115 of 208	P0117	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS8FDA09568	Propane	23'	10 seats, 3 W/C	TA
116 of 208	P0118	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FSXFDA09569	Propane	23'	10 seats, 3 W/C	TA
117 of 208	P0119	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS6FDA09567	Propane	23'	10 seats, 3 W/C	TA
118 of 208	P0120	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS2FDA09565	Propane	23'	10 seats, 3 W/C	TA
119 of 208	P0121	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS4FDA10538	Propane	23'	10 seats, 3 W/C	TA
120 of 208	P0122	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS6FDA10539	Propane	23'	10 seats, 3 W/C	TA
121 of 208	P0123	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS2FDA10540	Propane	23'	10 seats, 3 W/C	TA
122 of 208	P0124	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS0FDA10536	Propane	23'	10 seats, 3 W/C	TA
123 of 208	P0125	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS2FDA10537	Propane	23'	10 seats, 3 W/C	TA
124 of 208	P0126	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS4FDA10541	Propane	23'	10 seats, 3 W/C	TA
125 of 208	P0127	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS6FDA10542	Propane	23'	10 seats, 3 W/C	TA
126 of 208	P0128	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FSXFDA11953	Propane	23'	10 seats, 3 W/C	TA
127 of 208	P0129	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS1FDA11954	Propane	23'	10 seats, 3 W/C	TA
128 of 208	P0130	2015	Champion Bus	Challenger	Ford E-450	1FDFE4FS3FDA11955	Propane	23'	10 seats, 3 W/C	TA

129 of 208	P0131	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS7FDA11957	Propane	23'	10 seats, 3 W/C	TA
130 of 208	P0132	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS7FDA11960	Propane	23'	10 seats, 3 W/C	TA
131 of 208	P0133	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS9FDA11961	Propane	23'	10 seats, 3 W/C	TA
132 of 208	P0134	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS0FDA09564	Propane	23'	10 seats, 3 W/C	TA
133 of 208	P0135	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS9FDA11958	Propane	23'	10 seats, 3 W/C	TA
134 of 208	P0136	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS0FDA11959	Propane	23'	10 seats, 3 W/C	TA
135 of 208	P0137	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS0FDA11962	Propane	23'	10 seats, 3 W/C	TA
136 of 208	P0138	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS5FDA11956	Propane	23'	10 seats, 3 W/C	TA
137 of 208	P0139	2015	MV1	Deluxe	Ventures	57WMD1A62EM100739	Fuel	14	Deluxe	TA
138 of 208	P0140	2015	MV1	Deluxe	Ventures	57WMD1A60EM100738	Fuel	14	Deluxe	TA
139 of 208	P0141	2015	MV1	Deluxe	Ventures	57WMD1A6XEM100746	Fuel	14	Deluxe	TA
140 of 208	P0142	2015	MV1	Deluxe	Ventures	57WMD1A64EM100743	Fuel	14	Deluxe	TA
141 of 208	P0143	2015	MV1	Deluxe	Ventures	57WMD1A69EM100740	Fuel	14	Deluxe	TA
142 of 208	P0144	2015	MV1	Deluxe	Ventures	57WMD1A68EM100745	Fuel	14	Deluxe	TA
143 of 208	P0145	2015	MV1	Deluxe	Ventures	57WMD1A69EM100737	Fuel	14	Deluxe	TA
144 of 208	P0146	2015	MV1	Deluxe	Ventures	57WMD1A66EM100744	Fuel	14	Deluxe	TA
145 of 208	P0147	2015	MV1	Deluxe	Ventures	57WMD1A61EM100747	Fuel	14	Deluxe	TA
146 of 208	P0148	2015	MV1	Deluxe	Ventures	57WMD1A64EM100855	Fuel	14	Deluxe	TA

147 of 208	P0149	2015	MV1	Deluxe	Ventures	57WMD1A66EM100856	Fuel	14	Deluxe	TA
148 of 208	P0150	2015	MV1	Deluxe	Ventures	57WMD1A68EM100857	Fuel	14	Deluxe	TA
149 of 208	P0151	2015	MV1	Deluxe	Ventures	57WMD1A64EM100810	Fuel	14	Deluxe	FT
150 of 208	P0152	2015	MV1	Deluxe	Ventures	57WMD1A60EM100853	Fuel	14	Deluxe	FT
151 of 208	P0153	2015	MV1	Deluxe	Ventures	57WMD1A62EM100854	Fuel	14	Deluxe	FT
152 of 208	P0154	2015	MV1	Deluxe	Ventures	57WMD1A66EM100940	Fuel	14	Deluxe	FT
153 of 208	P0155	2015	MV1	Deluxe	Ventures	57WMD1A62EM100742	Fuel	14	Deluxe	FT
154 of 208	P0156	2015	MV1	Deluxe	Ventures	57WMD1A68EM100812	Fuel	14	Deluxe	FT
155 of 208	P0157	2015	MV1	Deluxe	Ventures	57WMD1A63EM100927	Fuel	14	Deluxe	FT
156 of 208	P0158	2015	MV1	Deluxe	Ventures	57WMD1A61EM100926	Fuel	14	Deluxe	FT
157 of 208	P0159	2015	MV1	Deluxe	Ventures	57WMD1A6XEM100925	Fuel	14	Deluxe	FT
158 of 208	P0160	2015	MV1	Deluxe	Ventures	57WMD1A68EM100924	Fuel	14	Deluxe	FT
159 of 208	P0161	2015	MV1	Deluxe	Ventures	57WMD1A66EM100923	Fuel	14	Deluxe	FT
160 of 208	P0162	2015	MV1	Deluxe	Ventures	57WMD1A61EM100943	Fuel	14	Deluxe	FT
161 of 208	P0163	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS2FDA27600	Propane	23'	10 seats, 3 W/C	TA
162 of 208	P0164	2015	Champion Bus	Challenger	Ford E-450	1FDFFE4FS3FDA27606	Propane	23'	10 seats, 3 W/C	TA
163 of 208	P0165	2016	MV1	Deluxe	Ventures	57WMD1A67EM100767	Fuel	14	Deluxe	FT
164 of 208	P0166	2016	MV1	Deluxe	Ventures	57WMD1A66EM100811	Fuel	14	Deluxe	FT

165 of 208	P0167	2016	MV1	Deluxe	Ventures	57WMD1A6XEM100939	Fuel	14	Deluxe	FT
166 of 208	P0168	2016	MV1	Deluxe	Ventures	57WMD2A68EM101996	Fuel	14	Deluxe	FT
167 of 208	P0169	2016	MV1	Deluxe	Ventures	57WMD2A63EM102053	Fuel	14	Deluxe	TA
168 of 208	P0170	2016	MV1	Deluxe	Ventures	57WMD2A67EM102055	Fuel	14	Deluxe	TA
169 of 208	P0171	2016	MV1	Deluxe	Ventures	57WMD2A69EM102056	Fuel	14	Deluxe	TA
170 of 208	P0172	2016	MV1	Deluxe	Ventures	57WMD2A60EM102057	Fuel	14	Deluxe	TA
171 of 208	P0173	2016	MV1	Deluxe	Ventures	57WMD2A63EM102070	Fuel	14	Deluxe	FT
172 of 208	P0174	2016	MV1	Deluxe	Ventures	57WMD2A60EM102074	Fuel	14	Deluxe	TA
173 of 208	P0175	2016	MV1	Deluxe	Ventures	57WMD2A66EM102077	Fuel	14	Deluxe	TA
174 of 208	P0176	2016	MV1	Deluxe	Ventures	57WMD2A6XEM102082	Fuel	14	Deluxe	TA
175 of 208	P0177	2016	MV1	Deluxe	Ventures	57WMD2A60EM102138	Fuel	14	Deluxe	TA
176 of 208	P0178	2016	MV1	Deluxe	Ventures	57WMD2A62EM102190	Fuel	14	Deluxe	FT
177 of 208	P0179	2016	MV1	Deluxe	Ventures	57WMD2A67EM102282	Fuel	14	Deluxe	FT
178 of 208	P0180	2016	MV1	Deluxe	Ventures	57WMD2A60EM102284	Fuel	14	Deluxe	FT
179 of 208	P0181	2016	MV1	Deluxe	Ventures	57WMD2A6XEM102289	Fuel	14	Deluxe	TA
180 of 208	P0182	2016	MV1	Deluxe	Ventures	57WMD2A68EM102291	Fuel	14	Deluxe	TA
181 of 208	P0183	2016	MV1	Deluxe	Ventures	57WMD2A6XEM102292	Fuel	14	Deluxe	TA
182 of 208	P0184	2016	MV1	Deluxe	Ventures	57WMD2A65EM101650	Fuel	14	Deluxe	FT

183 of 208	P0185	2016	MV1	Deluxe	Ventures	57WMD2A61EM101659	Fuel	14	Deluxe	FT
184 of 208	P0186	2016	MV1	Deluxe	Ventures	57WMD2A68EM101691	Fuel	14	Deluxe	FT
185 of 208	P0187	2016	MV1	Deluxe	Ventures	57WMD2C67GM100483	Fuel	14	Deluxe	FT
186 of 208	P0188	2016	MV1	Deluxe	Ventures	57WMD2C63GM100044	Fuel	14	Deluxe	FT
187 of 208	P0189	2016	MV1	Deluxe	Ventures	57WMD2C61GM100107	Fuel	14	Deluxe	FT
188 of 208	P0190	2016	MV1	Deluxe	Ventures	57WMD2C66GM100247	Fuel	14	Deluxe	FT
189 of 208	P0191	2016	MV1	Deluxe	Ventures	57WMD2C60GM100244	Fuel	14	Deluxe	FT
190 of 208	P0192	2016	MV1	Deluxe	Ventures	57WMD2C62GM100410	Fuel	14	Deluxe	FT
191 of 208	P0193	2016	MV1	Deluxe	Ventures	57WMD2C69GM100503	Fuel	14	Deluxe	FT
192 of 208	P0194	2016	MV1	Deluxe	Ventures	57WMD2C61GM100575	Fuel	14	Deluxe	FT
193 of 208	P0195	2016	MV1	Deluxe	Ventures	57WMD2C62GM100603	Fuel	14	Deluxe	FT
194 of 208	P0196	2016	MV1	Deluxe	Ventures	57WMD2C6XGM100607	Fuel	14	Deluxe	FT
195 of 208	P0197	2016	MV1	Deluxe	Ventures	57WMD2C69GM100288	Fuel	14	Deluxe	FT
196 of 208	P0198	2016	MV1	Deluxe	Ventures	57WMD2C61GM100026	Fuel	14	Deluxe	TA
197 of 208	P0199	2016	MV1	Deluxe	Ventures	57WMD2C69GM100176	Fuel	14	Deluxe	TA
198 of 208	P0200	2016	MV1	Deluxe	Ventures	57WMD2C60GM100440	Fuel	14	Deluxe	TA
199 of 208	P0201	2016	MV1	Deluxe	Ventures	57WMD2C6XGM100364	Fuel	14	Deluxe	TA
200 of 208	P0202	2016	MV1	Deluxe	Ventures	57WMD2C64GM100411	Fuel	14	Deluxe	TA

201 of 208	P0203	2016	MV1	Deluxe	Ventures	57WMD2C62GM100438	Fuel	14	Deluxe	TA
202 of 208	P0204	2016	MV1	Deluxe	Ventures	57WMD2C66GM100538	Fuel	14	Deluxe	TA
203 of 208	P0205	2016	MV1	Deluxe	Ventures	57WMD2C68GM100122	Fuel	14	Deluxe	TA
204 of 208	P0206	2016	MV1	Deluxe	Ventures	57WMD2C6XGM100123	Fuel	14	Deluxe	TA
205 of 208	P0207	2016	MV1	Deluxe	Ventures	57WMD2C62GM100522	Fuel	14	Deluxe	TA
206 of 208	P0208	2016	MV1	Deluxe	Ventures	57WMD2C67GM100452	Fuel	14	Deluxe	TA

Appendix E

SYSTEM SAFETY PROGRAM PLAN



Broward , Location 55347
1600 NE 7th Ave
Dania Beach, FL 33004


July 31, 2017

SAFETY AND SECURITY CERTIFICATION

NAME: First Transit
Maintenance Facility
1600 NE 7th Ave
Dania Beach, FL 33004

The Bus Transit System named above hereby certifies the following:

1. The adoption of a System Safety Program Plan (SSPP) and Security Program Plan (SPP) in accordance, and at a minimum, with established standards set forth in chapter 14-90, Florida Administrative Code.
2. Compliance with the adopted standards of the SSPP and SPP.
3. Performance of safety inspections on all buses operated in accordance with 14-90.009, Florida Administrative Code.
4. That the First Transit staff has performed all required safety inspections and security reviews at the Bus Transit System's Maintenance facility known as First Transit Maintenance Facility (address listed).

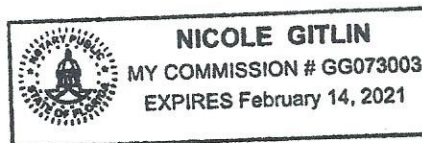
Signature: 
Title: Catherine DeGray, General Manager
First Transit, Inc./Broward, Location 55347

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 2 day of August, 2017. Catherine DeGray, who is personally known to me, or produced identification, Florida Driver's License, produced:

Drivers license




Notary Public



TRANSPORTATION AMERICA

Bus Transit System Annual Safety and Security Certification

*Certifying Compliance with Rule 14-90, FAC to the
Florida Department of Transportation (FDOT)*

Certification Date (Current): 2016
Certification Year: (Previous): 2015
Name and Address of Bus Transit System:

Transportation America @ 3300 SW 11th Ave, Ft Lauderdale, FL 33142

The Bus Transit System (Agency) named above hereby certifies the following:

1. *The Agency has adopted a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) pursuant to the standards set forth in Rule Chapter 14-90, Florida Administrative Code.*
2. *The Agency is in compliance with its adopted SSPP and SPP.*
3. *The Agency has performed annual safety inspections on all operational vehicles in accordance with Rule Chapter 14-90, Florida Administrative Code.*
4. *The Agency has conducted reviews of SSPP and SPP and the plans are up to date.*

Name: Mark Levitt

Signature: [Handwritten Signature]

Title: Vice Pres.

(Individual Responsible for Assurance of Compliance)

NOTARY PUBLIC

STATE OF FLORIDA
BROWARD COUNTY

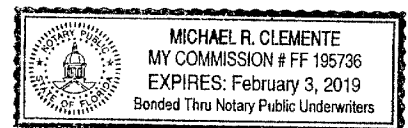
The foregoing instrument was acknowledged before me this 31st day of July 2017, by Mark Levitt, who is personally known to me or produced identification.

Identification produced: D/L

[Handwritten Signature]

NOTARY PUBLIC

(SEAL)



Appendix F

PARATRANSIT EMERGENCY TRANSPORTATION PLAN

PARATRANSIT SERVICES SECTION EMERGENCY TRANSPORTATION PLAN

I. PURPOSE

To prescribe duties and responsibilities, establish lines of authority, and provide administrative procedures for the provision of special needs transportation in the event of hurricanes or other natural disaster, or when the Broward County Emergency Action Plan is implemented.

II. DUTIES AND RESPONSIBILITIES

Paratransit Services, a section within the Transportation Department (ESF-1), is responsible for:

- A. Maintaining a special needs transportation capability through contractual arrangement with transportation operator(s) for persons with special needs (PSNs) who, because of a disability or medical condition, are unable to transport themselves, arrange private transportation, or use regular mass transportation to/from a shelter site.
- B. Notifying and mobilizing all assigned staff necessary to implement this Emergency Action Plan. Designating and assigning staff to appropriate facilities in which special needs transportation emergency activities may be conducted.
- C. Coordinating special needs transportation requests received from the Human Services Department (ESF-8 and ESF-18), or received through the Communications Center (ESF-2) by telephone or other referral process in accordance with prescribed standards.
- D. Identifying to competent authority all resource segments required to perform assigned functions which are in excess of Paratransit Services Section capabilities.
- E. Performing special needs transportation coordination duties appropriate to each alert phase described below, and/or as directed by The Department Director of the Transportation Department.

III. PHASE I - WATCH STATUS

Upon notification of a Phase I Watch Status alert by the Director of the Transportation Department, it will be the responsibility of the Transit Manager, Paratransit Services Section to activate Phase I of this Emergency Transportation Plan. Activation of a Phase I Watch Status consists of the following action steps:

- A. Notifying the Paratransit Services staff, utilizing the alert assignment list (included as Attachment I), that a Phase I Watch Status has been declared. Ensure Paratransit Services Section staff is informed they are considered essential to emergency operations during Phases I, II, and IV, and they should immediately report to work bringing personal supplies sufficient for a 96-hour period. In the event family members wish to spend Phase III at a Broward County Government facility, bring necessary changes of clothing, blankets, medications and other personal supplies, etc. It is expected that full staffing will be accomplished within 120 minutes of a Phase I alert notification.
- B. Maintaining a sufficient staff presence at the Emergency Operations Center, 201 NW 84th Avenue, Plantation, Communications Center, and other staff as required

implementing this Emergency Transportation Plan. A staffing profile is contained in Attachment I.

C. Reviewing emergency transportation procedures with Paratransit Services staff, Transportation Department staff, and other Emergency Operations Center/Communications support personnel involved with emergency transportation operations.

D. Providing necessary technical support as required by the Emergency Operations Center staff for evaluating and monitoring the provision of special needs transportation activities.

E. Coordinating the orderly suspension of regular Paratransit services with the transportation operator(s), in accordance with the Americans with Disabilities Act of 1990 and Title 49, Subtitle A, Subpart A, Section 37 of the Code of Federal Regulations (49CFR37) and providing for the implementation of emergency transportation procedures, following telephone notification of an emergency evacuation situation.

1. If Phase I occurs during or extends into normal business hours, already scheduled Paratransit services shall continue to be provided until such time as the Emergency Operations Center directs that regular fixed-route and Paratransit operations are suspended. At this time, the transportation operator(s) will be notified that emergency evacuation procedures will commence. If the Phase I alert occurs after hours, Paratransit Services staff will immediately take position at their designated stations and set up a communications capability with the transportation operator(s), who will notify its staff of the imminent requirement to initiate emergency evacuation transportation.

2. Upon notification by Paratransit Services staff that emergency evacuation procedures have commenced, the transportation operator(s) will inform its drivers by radio to return all passengers home and begin to implement the transportation operator's emergency evacuation plan.

3. Transportation operator staff will telephone clients who have transportation scheduled for the remainder of the day or expected duration of the emergency situation that regular Paratransit services are being temporarily suspended. The clients will additionally be informed that should they require special needs transportation to the nearest available shelter they should call (866) 682-2258 or (954) 831-4000 (8:30 A.M. – 5:00 P.M.).

4. Transportation operators will be notified that an evacuation list is being prepared and they should take appropriate steps to schedule the appropriate number of vehicles and drivers, including the appropriate number of accessible and lift/ramp equipped vehicles. The evacuation list is comprised of two parts:

a. Part One is a list, prepared by the Broward County Elderly and Veterans Services, of clients who require evacuation transportation to a designated Special Needs Shelter by a Paratransit service vehicle. This list shows the total number of persons to be transported, including the clients, Personal Care Attendants, service animals, other companions, such as family, and any necessary aids. A copy is provided to the Paratransit Services Section for use in coordinating the overall evacuation program and for subsequent billing purposes.

b. Part Two is a Paratransit Services Section-prescribed form completed by other ESFs during Phase I operations, with one copy forwarded by fax or courier to a transportation operator(s) and the other copy retained by the Paratransit Services Section for record-

keeping purposes and for subsequent billing purposes. These forms are usually completed by staff at ESF-2 (Communications), ESF-8 (Health and Medical), and ESF-18 (Special Needs Shelters). These forms identify those disabled and frail elderly individuals that have contacted the EOC and require Paratransit transportation services to Special Needs Shelters, Red Cross Shelters, hospitals, or other safe havens.

5. When directed by the Department Director of the Transportation Department, the Paratransit Services Section Manager will authorize emergency transportation of PSN's and will continue to coordinate the overall provision of special needs transportation.

6. Remain active under the Emergency Operations Center direction until such time as properly relieved, when all known requests for transportation have been satisfied, or when otherwise directed by the Department Director of the Transportation Department or the Emergency Operations Center.

IV. PHASE II - WARNING STATUS

Upon notification of a Warning Status alert by the Director of the Transportation Department, it will be the responsibility of the Paratransit Services Section Manager to activate Phase II of the plan. Activation includes:

A. Upon the specific direction of the Transportation Department Director, notifying the transportation operator(s) to suspend special needs transportation operations.

B. Stationing a minimum of one accessible vehicle and driver at each shelter listed in Attachment II for accommodating the need for inter-shelter transfers of PSN's, non-emergency and non-stretcher transport of PSN's to hospitals, and for other special needs transportation requirements.

C. Securing transportation logs, computer diskettes and other records in safe storage areas of the facility.

D. With clearance from the Emergency Operations Center, releasing Paratransit Services Section personnel staff deemed nonessential for Phase III emergency activities.

V. PHASE III - EVENT

Upon notification of a Phase III alert by the Director of the Transportation Department, operation of transportation services will cease. Efforts at this time will be to provide for the safety and security of staff personnel. During Phase III, the Paratransit Services Section Manager will remain cognizant of Emergency Operations Center activities and receive directions or instructions from the Department Director of the Transportation Department or Emergency Operations Center staff.

A. An "Evacuation Kit" containing office supplies required to continue Paratransit service operations in another location is stored in the supply area of the Emergency Operations Center and available at Transportation Department administration. If the need to relocate staff operations to an alternative site is considered necessary, personnel will use the telephone system's "Call Forwarding" feature to ensure incoming calls will be received at the alternate locations.

B. If the Emergency Operations Center has not been activated and an evacuation order is received during regular working hours, telephones will be forwarded to an extension provided by ESF-2.

- C. If the emergency occurs during non-working hours and the Emergency Operations Center has not been activated, forward telephones to ESF-2, or as otherwise instructed. Calls will be forwarded to the Emergency Operations Center once operational.
- D. In the event of an electrical power disruption, Paratransit Services Section staff will remain at their telephone stations and answer calls even though no lights may be operating on the telephone instrument. Should telephone service be interrupted, a staff person should stand by and continue related clerical assignments until communications are reestablished.

VI. PHASE IV - RECOVERY

Upon conclusion of the emergency and when directed by the Director of the Transportation Department, the Paratransit Services Section Manager will commence Phase IV recovery operations as follows:

- A. Consult with the Director of the Transportation Department to determine when to implement a return movement of evacuees.
- B. Establish a specific time as to when return movement of evacuees is to commence.
- C. Direct Paratransit Services Section staff to designated facilities in order to reestablish communication links, field inquiries, schedule return transportation for PSN's, and perform special needs transportation related recovery duties as assigned.
- D. During recovery operations, maintain close and continuing liaison with a transportation operator(s) and maintain appropriate records and logs to document return transportation operations.
- E. Process transportation operator's billings for transportation services provided during Phases I, II, and IV.
- F. Notify transportation operators to restore routine Paratransit service operations and schedules to coincide with the resumption of fixed-route bus service

VII. LOCATION AND COMMUNICATIONS INFORMATION

Paratransit Services Section operational activities during a Phase I alert will relocate to the Emergency Operations Center, 201 NW 84th Avenue, Plantation, or as otherwise noted.

A. The Paratransit Services Section Manager (or designated alternate) will take up an appropriate position at the Emergency Operations Center, a Paratransit Service Section supervisor (s) will be posted inside the Emergency Operations Center as a liaison between the Paratransit Service Section Manager and the Communications Center staff, and the remaining Paratransit Services Section staff will report to either the Communications Center, or as assigned. Staff will generally remain in place during Phases II and III. Phase IV staffing is contingent upon accessibility following the emergency action and/or as directed by the Paratransit Services Section Manager.

B. The following telephone numbers are designated for accessing Paratransit Services staff and staff operations.

Transportation Requests: 866-682-2258 or 954-831-4000

Paratransit Services Section Manager: 954-357-8321 or 954-553-4287

Paratransit Service Section Supervisor: 954-357-8328 or 954-357-8478

Emergency Operations Center (EOC) 954-831-4000

C. Telephone calls requesting evacuation transportation, or general information concerning emergency Paratransit service requirements which arrive at the Emergency Operations Center or other staff offices should be transferred or directed to 866-682-2258 or 954-831-4000. Do not transfer calls to Paratransit Administration or any other extension. These telephone numbers must be left open so that Paratransit Services staff may remain in contact with its transportation operator(s) and with the Emergency Operations Center.

D. If emergency evacuation of the Paratransit Services office becomes necessary, the Paratransit Services Section Manager will designate an alternate site after first coordinating relocation with the Emergency Operations Center. Telephone service will continue uninterrupted, using the call-forwarding feature, prior to moving to the alternate site.

Appendix G

**SOLICITATION AND ADDENDA 1-4, PARATRANSIT
TRANSPORTATION SERVICES**



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 4

Solicitation No.: RFP C1231306P1
Solicitation Title: Paratransit Transportation Services (Non Sheltered Market)

Date of Addendum: June 23, 2014

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda and/or revised pricing sheets are considered a matter of responsiveness. Failure of a Submitter to the addenda and/or return the revised pricing sheets shall be cause for rejection of the submittal.

- Return Addendum with submittal or acknowledge on the Bid Sheet
- Return Completed Revised Price Sheet with Submittal
- Other: Return legible pricing sheets with RFP submittal.

To all prospective bidders, please note the following changes and clarifications:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The solicitation opening date remains as Monday, June 30, 2014 at 5:00 p.m.
2. Broward County Purchasing Division is transitioning the advertisement of all current solicitations and new solicitations through BidSync, an electronic bidding system. As of June 26, 2014, this solicitation and any future notifications for this solicitation, including any addenda, will be issued through BidSync. Vendors should complete their free registration with BidSync at www.bidsync.com. Once this solicitation is available in BidSync, Vendors who are interested in this solicitation, should turn on notifications or "Add to my bids" to continue to receive notifications on this solicitation.
3. Vendor may continue to follow instructions contained in the solicitation to respond to this solicitation.
4. Attachment T – Pricing Sheets (excel file), has been revised and re-issued as Revised Attachment T – Pricing Sheets. The excel file has been modified to allow additional space for the entry of numerical values. The modification to the excel file is for formatting purposes only and will contain no changes to formula or content. Vendors must submit legible pricing sheets or accessible excel files of the Vendor's proposed pricing.
5. The following is an addition to "Submittal Instructions", page 6 of 14:

The completed Excel Pricing Sheet(s) should be saved as an Excel file to a CD/DVD or flash drive. Do not password protect the file and do not save it as a PDF.

6. The following information is provided in response to a question received for subject solicitation:

Question: We are running into an issue with the provided pricing Excel document. In certain cells, the columns are too narrow for the font size with dollar signs and pennies showing and therefore it is displaying as "#####". We are unable to adjust the font to make it readable. So far, we only are having the problem on the "Section 4 Trip Rate" tab. Would it be possible for you to provide a modified file?

Answer: Refer to item no. 4 in this addendum.

All other terms, conditions and specifications remain unchanged for this solicitation.

NAME OF COMPANY: _____



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 3

Solicitation No.: RFP C1231306P1
Solicitation Title: Paratransit Transportation Services

Date Of Addendum: June 13, 2014

Attention all potential bidders:

Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged with the RFP or returned with your submittal.

To all prospective bidders, please note the following changes and clarifications:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The RFP Opening Date remains the same: Monday, June 30, 2014 at 5:00 p.m.
2. The Living Wage Ordinance is applicable for RFP No. C1231306P1. In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for information purposes only. Response is not considered in the evaluation or the award of this contract.

Living Wage had an effect on the pricing. Yes No N/A

If yes, indicate whether pricing increased or decreased as a result of applying Living Wage:

Pricing Sheets, Attachment "T", the overall Total Price Proposal **increased** by: _____% **or**

Pricing Sheets, Attachment "T", the overall Total Price Proposal **decreased** by: _____%

If overall the Total Price Proposal **increased**, indicate the percentage amount by each Section of the Pricing Sheets, Attachment "T":

Section 2 – Mobilization Expenses, Administrative Personnel/ Wages/ Fringes (line one): _____ %

Section 3 – Fixed Expenses per Month, Administrative Personnel/ Wages/ Fringes (line one): _____ %

Section 4 – Fixed Price per Registered Passenger Trip, Driver Wages and Fringes (line one): _____ %

3. The following information is provided in response to questions received for subject solicitation:

	Question	Answer
1.	Please define/specify "Fixed" and "Overhead" costs. These terms are not clearly defined.	<p>In Attachment "T", Pricing Sheets, Section 3, Vendors are required to submit "Fixed Expenses per Month (Administrative and Overhead). Fixed Expenses per Month are the fixed or reoccurring expense categories the Vendor incurs during the performance of the contract, which remain the same regardless of any decrease in service levels (however these expenses may experience inflation). "Overhead" refers to any related ongoing business expense for this contract, not including direct operational labor.</p> <p>Note – Section 3 specifically excludes any Driver labor or fringe expenses. Section 4 captures Driver Wages and Fringes (as those expenses may fluctuate based on service levels).</p> <p>Refer to Attachment "T", Pricing Sheets, Instructions page 63 and 64 of 114.</p>

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: _____



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 2

Solicitation No.: RFP C1231306P1
Solicitation Title: Paratransit Transportation Services

Date Of Addendum: June 11, 2014

Attention all potential bidders:

- Must Addendum:** Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" *addenda* are considered a matter of responsiveness. "MUST" addenda must be returned with your Request for Proposal submittal. All revised Pricing Sheets must be returned with your Request for Proposal submittal. Failure of a Submitter to return or acknowledge the addenda and/or return the revised Pricing Sheets shall be cause for rejection of the bid.

- Return Addendum or acknowledge with RFP Submittal
 Return Completed Revised Price Sheet with RFP Submittal

To all prospective bidders, please note the following changes and clarifications:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The RFP Opening Date has been revised as follows: **Monday, June 30, 2014 at 5:00 p.m.** Location remains the same.
2. Required Forms checklist, page 8 of 114, has been revised to reflect the addition of Attachment "B": Letter of Intent, Attachment "D": Application For Evaluation Of Good Faith Effort Pursuant To County Business Opportunity Act Of 2012, and Revised Attachment "R" : Proposal Bond. The **(Revised) Required Forms** checklist is annexed hereto and should be returned with the each vendors submittal. Note: Attachment "A" or Attachment "C" are intentionally omitted from the RFP.
3. Exhibit 1: VIII. Provision of Service, page 77 of 114, is revised as follows:
 3. Utilizing the paratransit software system AVL, ~~and MDC,~~ **and fleet radios,** all dispatchers shall obtain, and provide an accurate estimated time of arrival (ETA) ~~when a Client calls regarding late pickups~~ **when a Call Center agent calls regarding late pickups.**
4. Exhibit 1: XIII. Personnel, page 87 of 114, **4 (e)** is deleted and replaced in its entirety with the following:
 - (e) Contractor shall not employ or retain any Driver whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, does not meet the following criteria ("Hiring/ Retention Procedures"):**
 - i. **No more than one (1) moving violation in the past three (3) years.**

- ii. No at-fault accident in the last three (3) years.
- iii. No Failures to Appear or Failures to Pay in the last three (3) years.
- iv. No Reckless Driving within the last seven (7) years.
- v. No Driving Under the Influence (DUI) within the last seven (7) years. Two convictions (lifetime) for DUI is automatic disqualification.
- vi. No suspensions within the last three (3) years. One suspension for PIP permitted.
- vii. No Manslaughter charges resulting from the operation of a motor vehicle.
- viii. No Hit-Run or Hit-Run Property Damage.
- ix. No Reckless Driving causing injury.
- x. No DUI causing injury.
- xi. No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

5. Exhibit 2: Computer Systems, Page 101 of 114, is revised as follows:

(6) Financial MIS. The Financial MIS is the primary Management Information System that will be used to monitor Contractor TOPS dedicated financial activity related to the performance of the Services. Using the Financial MIS, Contractor shall perform activities including, but not limited to:

- (i) recording daily revenues collected by Contractor;
- (ii) recording Costs and producing invoices associated with authorized expenditures;
- (iii) reporting on DBE CBE compliance; and
- (iv) tracking receipts from purchases of supplies and materials.

6. Exhibit 1: XV. Training, Page 88 of 114, is revised as follows:

2. Drivers shall receive a minimum of eighty (80) hours of training prior to driving a vehicle in service. In addition to the training requirements for all employees stated above, Driver training must include the following:

a. Passenger assistance training: Passenger Assistance Technique (P.A.T.) or Passenger Service and Safety (PASS) Driver Certification or an equivalent course which must be approved by the County upon approval of an agreement. Training shall include elderly and disabled sensitivity components, passenger relations and assistance, handling and securement of wheelchairs, assistance to the visually impaired and dealing with service animals.

7. Exhibit 1: XV. Training, Page 89 of 114, is revised as follows:

4. The Contractor(s) shall obtain the County's approval prior to designing and implementing a standardized Driver training curriculum and the development of a certification process.

- a. ~~For Drivers, the County has approved the University of Wisconsin, Milwaukee's "Passenger Assistance Training to Proficiency" and the National Safety Council certification program for defensive driving. Once approved by the County the Contractor may not substitute a comparable programs may not be substituted during the term of the agreement~~ without the prior written approval of the County.

8. The following information is provided in response to questions received for subject solicitation:

	Question	Answer
1.	What is the cost per vehicle supplied by the County to provide service, so insurance Company can price Insurance?	The cost per Vehicle is \$84,917.00.
2.	[Company] respectfully requests an extension of an additional two weeks.	Refer to # 1 of this Addendum 2.
3.	[Company] We would like to recommend the date be changed to July 23 , 2014.	Refer to # 1 of this Addendum 2.
4.	CBE Clarification – if the new CBE goal is 11% on sections 1-4 (excluding wages and fringes), what percent of the total dollar amount does the County estimate the percent of work the CBE will do. Wages are a majority of the cost in this contract, so the overall CBE utilization could end up as a much smaller figure.	The 11% CBE goal for each contract applies to the approximate 35% (\$15.75M) of the projected contract amount on non-direct labor expenses. 11% of the estimated \$15.75M equates to approximately \$1,732,500 in CBE participation dollars per awarded contract. Vendors must review and commit to participation goals based on their own price proposals.
5.	What technique was used to come up with the 11% CBE goal?	The Project Manager identified the breakdown of the scope of work for the project. All portions of the scope of work were included for purposes of assessing overall relative availability of CBE-eligible firms by NAICS code. In this case, portions of the scope of services were identified which present an opportunity for CBE involvement. These portions of the scope of services were totaled to arrive at the CBE goal for the project.
6.	Are any specific CBE types of businesses required for this Contract, or can all certified CBE's be used? We ask this because this is a paratransit contract, and there is only one CBE certified for paratransit.	There are no "required" types of business. Participation of CBE's will be based on the needs of the transportation Service providers. Additionally, OESBD can provide information on what types of businesses may participate as a CBE. It should be noted however, direct labor i.e. administrative, personnel and driver, wages and fringes are not included in the eligible categories for CBE work. The 11% applies only to "non-direct labor". Refer to responses to Questions # 4 and # 5 of this Addendum 2.

	Question	Answer
7.	Please provide more information as to the definition of 'Agency Trips.' Does this include dialysis trips, nutrition, mental health, and adult day care?	Agency Trips may include but is not limited to Trips for dialysis, nutrition, mental health and adult day care. Agency facilities with high trip volumes at common start and end times will be grouped into static routes for higher efficiency i.e. "school bus" style routing.
8.	Are Agency Trips mostly subscription trips?	Yes, historically Agency Trips have been Subscription Trips.
9.	What is the status of the Contract(s) for outsourcing the 200,000 trips to outside agencies that are currently being done under the TOPS program?	Contracts have not been awarded at this time. The County intends to have the Agency Coordination Transportation (ACT) program in place for January 1, 2015, start.
10.	Excessive Trip Length – please provide more information as to when will a trip be considered 'extreme long distance', and at what point is the trip not extreme. In other words, what is the mileage benchmark?	Rides provided where client ride time exceeds ninety (90) minutes, except in cases of extreme long distance, are deemed excessive. The County will compare travel time to a one-way trip travelled by fixed route bus service. There is no specific mileage benchmark for "extreme long distance", however each instance where ride time exceeds ninety (90) minutes is evaluated independently on a case by case basis.
11.	Late Trip – if a passenger is picked up 'on time' (within the window of the requested arrival), but arrives after his or her appointment time, is this considered a late trip? Meaning, if the pickup time is not reasonable to get to the appointment on time, and complaint results, is the provider still responsible?	The Call Center does not negotiate Trip requests but instead utilizes a batch scheduling method. The CTMS scheduling engine generates a "promise window" based on the request time requested by the customer. The travel time is calculated based on the priority of the Trip either being a "pick up anchored trip" or "drop off anchored trip" expressed by the customer at the time of reservation. A Trip will be assessed one penalty, if it meets the definition of a Late Trip on either the pickup and/or drop off. In the event that a complaint results, the reasonableness of travel time will be assessed on a case by case basis.
12.	Service Level – please provide more information as to how the County will be divided in half (50% to each provider). Is one provider to get the North, and one the South. Or, is each to cover the entire County overlapping each other?	Both Service providers will cover the entire County Service Area allowing the CTMS scheduling engine to assign Trips to the most efficient and logical route available.
13.	Provision of Service (page 77) VIII 3., are ETA's to be given by the Provider, or by the Call Center?	Refer to # 3 of this Addendum 2. Call Center agents will provide an estimated time of arrival (ETA) to the customer, but the Call Center may ask the transportation Service provider for an ETA if the Vehicle AVL is not reporting.
14.	Pre and Post Trip, Page 84, 20 – can the pre and post trip inspection be kept on the same page of paper?	Yes.
15.	Please provide us with the TOPS policies and procedures (is not included in the RFP).	Refer to: http://www.broward.org/BCT/Documents/TOPSGuide2013.pdf

	Question	Answer
16.	MIS, email, page 100, B2, will the agency consider allowing the use of non-Broward.org email addresses? Many employee already have existing emails that may help with the transition, etc.	Contractors may use existing private or corporate email accounts however, only Broward County email will be accessible on County computers.
17.	Page 101, Human Resources MIS – would the agency accept digital record keeping of employee files and related information for this requirement?	Digital record keeping of employee files is acceptable as long as it includes a searchable master employee matrix.
18.	Page 101, 6, iii, DBE Compliance – is reporting on DBE compliance a requirement even if there is no goal?	Refer to # 5 of this Addendum 2. Additionally, refer to # 6 of Addendum 1 and Section 8 of the CAF agreement. http://www.broward.org/Purchasing/Documents/caf101.pdf
19.	Page 102, Communication Systems, 2, is a digitally recorded system necessary for this bid? If the Call Center takes reservations and ETA calls, and the Provider uses radios for dispatcher communication, the agency could save money by removing this requirement as it may not be necessary.	Specification is not revised; a digital system is required.
20.	Page 104, D 4, would the agency provide remote access to managers or other staff as required, remote access to the ADEPT system. This would allow 24/7 access to the system for reporting or research when key staff are not in the office.	The CTMS is only accessible via a secure VPN connection from outside the County network. VPN access can be requested, along with justification of need, to be approved by the County.
21.	It was stated during the pre-bid that roughly 200,000 trips will be diverted to other agencies. Have these contracts or RFPs been advertised or completed? As a potential provider, we need to be aware if there are many trips in the initial startup that may cause capacity issues if these 200,000 trips are not yet assigned to other providers.	No, a solicitation for this program has not been advertised or awarded as of the date of this Addendum. The County intends to have the Agency Coordination Transportation (ACT) program in place for January 1, 2015, start. Proposals should be based on current figures contained in the RFP.
22.	Has the online Keyboard Enterable Version of the RFP been updated with any changes that have been made with the addendum so far?	No, each vendor is expected to include or acknowledge any and all Addenda with their submittal. The Keyboard Enterable Version of the RFP will not be revised.
23.	ADA Quality Control Analysis – is this a function currently being performed by the County or the existing providers? Please provide the current method of conducting this analysis, or the technique the agency wants the provider to utilize.	No, this is not a function required by existing providers. This is a new requirement to assist the County in documenting ADA service compliance and is being maintained for audits conducted by the Federal Transit Authority. The County does not have a preferred technique or method for performing this quality control function.

	Question	Answer																																																																			
24.	Pricing – please provide the current pricing for the existing vendors (per hour, or trip, per ambulatory or wheelchair). Please provide this data for the last five years.	<table border="1" data-bbox="738 273 1274 577"> <thead> <tr> <th rowspan="2">Trip Type</th> <th colspan="2">Allied Medical</th> </tr> <tr> <th>Original</th> <th>Amended 6/1/2011</th> </tr> </thead> <tbody> <tr> <td>GENERAL AMB</td> <td>\$20.50</td> <td>\$23.50</td> </tr> <tr> <td>GENERAL WC</td> <td>\$30.50</td> <td>\$33.50</td> </tr> <tr> <td>COMPANION</td> <td>\$18.50</td> <td>\$21.50</td> </tr> <tr> <td>MULTILOAD</td> <td>\$18.50</td> <td>\$21.50</td> </tr> <tr> <td>GROUP</td> <td>\$17.50</td> <td>\$20.50</td> </tr> </tbody> </table> <table border="1" data-bbox="738 619 1282 924"> <thead> <tr> <th rowspan="2">Trip Type</th> <th colspan="2">Medex</th> </tr> <tr> <th>Original</th> <th>Amended 6/1/2011</th> </tr> </thead> <tbody> <tr> <td>GENERAL AMB</td> <td>\$22.00</td> <td>\$25.00</td> </tr> <tr> <td>GENERAL WC</td> <td>\$29.95</td> <td>\$32.95</td> </tr> <tr> <td>COMPANION</td> <td>\$14.95</td> <td>\$17.95</td> </tr> <tr> <td>MULTILOAD</td> <td>\$21.22</td> <td>\$24.22</td> </tr> <tr> <td>GROUP</td> <td>\$15.99</td> <td>\$18.99</td> </tr> </tbody> </table> <table border="1" data-bbox="738 955 1396 1270"> <thead> <tr> <th rowspan="2">Trip Type</th> <th colspan="3">Lucanus</th> </tr> <tr> <th>Original</th> <th>Amended 6/1/2011</th> <th>Amended 05/2014</th> </tr> </thead> <tbody> <tr> <td>GENERAL AMB</td> <td>\$19.25</td> <td>\$22.25</td> <td>\$23.25</td> </tr> <tr> <td>GENERAL WC</td> <td>\$25.25</td> <td>\$28.25</td> <td>\$29.25</td> </tr> <tr> <td>COMPANION</td> <td>\$13.50</td> <td>\$16.50</td> <td>\$17.50</td> </tr> <tr> <td>MULTILOAD</td> <td>\$15.50</td> <td>\$18.50</td> <td>\$19.50</td> </tr> <tr> <td>GROUP</td> <td>\$13.50</td> <td>\$16.50</td> <td>\$17.50</td> </tr> </tbody> </table>	Trip Type	Allied Medical		Original	Amended 6/1/2011	GENERAL AMB	\$20.50	\$23.50	GENERAL WC	\$30.50	\$33.50	COMPANION	\$18.50	\$21.50	MULTILOAD	\$18.50	\$21.50	GROUP	\$17.50	\$20.50	Trip Type	Medex		Original	Amended 6/1/2011	GENERAL AMB	\$22.00	\$25.00	GENERAL WC	\$29.95	\$32.95	COMPANION	\$14.95	\$17.95	MULTILOAD	\$21.22	\$24.22	GROUP	\$15.99	\$18.99	Trip Type	Lucanus			Original	Amended 6/1/2011	Amended 05/2014	GENERAL AMB	\$19.25	\$22.25	\$23.25	GENERAL WC	\$25.25	\$28.25	\$29.25	COMPANION	\$13.50	\$16.50	\$17.50	MULTILOAD	\$15.50	\$18.50	\$19.50	GROUP	\$13.50	\$16.50	\$17.50
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GENERAL AMB	\$22.00	\$25.00																																																																			
GENERAL WC	\$29.95	\$32.95																																																																			
COMPANION	\$14.95	\$17.95																																																																			
MULTILOAD	\$21.22	\$24.22																																																																			
GROUP	\$15.99	\$18.99																																																																			
Trip Type	Lucanus																																																																				
	Original	Amended 6/1/2011	Amended 05/2014																																																																		
GENERAL AMB	\$19.25	\$22.25	\$23.25																																																																		
GENERAL WC	\$25.25	\$28.25	\$29.25																																																																		
COMPANION	\$13.50	\$16.50	\$17.50																																																																		
MULTILOAD	\$15.50	\$18.50	\$19.50																																																																		
GROUP	\$13.50	\$16.50	\$17.50																																																																		
25.	For the existing contract, were mobility or startup costs included in the pricing as it is in the current RFP?	No, the solicitation for the current contracts was an Invitation for Bid rather than an RFP; any and all cost elements were included in the per trip price submission.																																																																			
26.	Would Broward be amenable to substituting Nationally Accredited PASS training instead of “PAT” Training?	Refer to # 6 and # 7 of this Addendum 2.																																																																			
27.	After the 40 percent of TOPS trips are subtracted from the trip total, what will the productivity be (how many passengers per hour)?	Indeterminable at this time. Current percentages may not be accurate predictors of future productivity levels because of substantial differences in the paratransit transportation program’s new operational model.																																																																			
28.	Can you provide estimates on the trip lengths (in miles) after subtracting the 40 percent of TOPS trips?	Indeterminable at this time. Current percentages may not be accurate predictors of service levels or Trip lengths because of substantial differences in the paratransit transportation program’s new operational model.																																																																			

	Question	Answer
29.	Can you provide estimates of the mix/breakdown of ambulatory and non-ambulatory trips?	Refer to Exhibit 1: V. Description of Services, 2. Estimated Passenger Trips by Contract Year.
30.	Currently, what percentage of the trips are subscriptions?	Subscription Trips currently account for approximately 75% of the average weekday ridership and 24% of average weekend ridership.
31.	What percent of the trips will be subscriptions in the new contract?	Indeterminable at this time. While the County cannot estimate the percent of Subscription Trips for the new paratransit transportation program, refer to response to Question # 30 of this Addendum 2 for current percentages.
32.	[Intentionally left blank]	[Intentionally left blank]
33.	Contractor Responsibilities section states, "The County will provide the Contractor(s) with limited access to CTMS for these purposes." Please define "limited access".	The County limits access to certain functionality (Read/Write) within the CTMS system, through user security.
34.	How do the drivers get their work schedules? (Electronically, via paper manifest, or both?)	Electronically; the County will provide Vehicles equipped with a Mobile Data Computer/Automatic Vehicle Locator (MDC/AVL) system for the Drivers to receive manifest information. The CTMS also offers paper manifest printing options.
35.	If electronic manifests are available, will electronic manifests be accepted exclusively to greatly minimize paper storage?	Vendors are required to accurately report the Trip information, the use of the MDC/AVL system is required, but the proposal should address the Vendor's contingency plan in the event of a network or equipment failure.
36.	Would it be possible to make the following changes to driver/supervisor requirements: allow one (1) moving violation in the last three (3) years, allow one (1) at-fault accident in the last three (3) years, and allow one (1) suspension in the last three (3) years?	Refer to # 4 of this Addendum 2.
37.	Pricing – for the Trip Rate in Attachment T, is there supposed to be a formula to calculate this information? In the one downloaded, there is no formula in the Ambi and WC and Agency trips rates.	Instructions provided in Pricing Sheets, Attachment "T", Section 4, instructs the Vendor to calculate for each type of Trip for each contract year. The calculation would require anticipated efficiency, cost, and service hours, therefore a formula is not provided.
38.	Please clarify the contract start date	The contract is effective upon approval and execution of the agreement. The Term shall be five (5) years from the commencement of transportation Services on or about January 1, 2015. It is anticipated that there shall be a period for mobilization activities after the effective date and prior to the commencement of transportation Services.
39.	Will the County consider extending the due date for two weeks?	Refer to #1 of this Addendum 2.
40.	Will the Medicaid changes have an effect on the current service? If so, what plans are in place to adjust service levels?	No changes are currently expected that will impact the County's paratransit transportation service program.

	Question	Answer
41.	Price (page 12) – Please clarify exactly how the price will be evaluated, i.e. will only year one price be considered, full contract term, or full contract term including option years?	The term of the contract is a period of five (5) years with two, one-year renewal options. The pricing will be evaluated based on the Pricing Sheets “Attachment T”, Total – Pricing Proposal, inclusive of expenses for all five contract years.
42.	Please provide current rates for paratransit services.	Refer to response to Question # 24 of this Addendum 2.
43.	Please provide the most current 3 months of invoices received from each provider for service.	These records will be provided separately as a response to a Public Records Request. NOTE: Due to changes in business model, current invoices will not present an accurate representation of the RFP service requirements.
44.	Liquidated Damages (page 95) – Please provide what liquidated damages, if any, that have been charged to service providers during the past 36 months.	Refer to # 8 of Addendum 1, which deleted this section.
45.	Will vehicles for training purposes be provided by the County?	The County will not be providing Vehicles specifically for training purposes. The Contractors will have access to the fleet before the commencement of Services. The anticipated delivery of the Vehicle fleet is between August and November, 2014. Vehicles supplied by the County includes a 10% spare factor. The Contractors are responsible for any non-revenue vehicles.
46.	Are current employees members of a union? If so, please provide collective bargaining agreement, union business agent name and contact information.	The County is not aware of any unions affiliated with current contracted vendors.
47.	Salary Levels (page 26) - Please provide current seniority lists by position and wage levels. Please provide individual benefits (individual selected health coverage, company and employee health premiums, 401k plan details).	The County is not in possession of this information.
48.	Personnel (page 87 e) - Please confirm that the contractor cannot retain a driver that has 1 moving violation in past 3 years - we terminate after 1 moving violation?	Refer to # 4 of this Addendum 2.
49.	Facility(ies) Storage and Fuel Infrastructure (page 92) - Please provide the street addresses for the facilities from which the current services are operating for this contract.	<p>Street addresses for the facilities from which the current services are operating for this contract are as follows:</p> <ul style="list-style-type: none"> a. 2170 Blount Rd Pompano Beach FL 33069 b. 6411 Taft Street, Hollywood FL 33024 c. 2025 Harding St., Hollywood FL 33020 <p>Note: Under the current contracts, vendors are not required to meet any specifications for fuel tank storage or accommodations for fueling.</p>
50.	Revenue Collection (page 92) - Please provide the daily average of cash fares collected.	The daily average for May 2014 was \$3,072.

	Question	Answer
51.	In order to conduct an analysis of the current service, structure best possible approaches to service delivery, and provide insight into service demographics, we would like to request a copy of one month or at least one full week of specific service data from within the current database. This data should include all events (including picks, drops, Pull Out, Lunches, Breaks, Pull In, etc.) for a normal month/week (excluding holidays) and in .xls format for importing. (This information should be readily available from the current scheduling program.)	These documents will be provided through a Public Records Request. NOTE: The due to changes in business model, current invoices will not present an accurate representation of the RFP service requirements.
52.	Please provide the vehicle replacement plan for the County's provided revenue vehicles during the proposed contract term.	Refer to Exhibit 1: XII. Vehicles, page 82 of 114, for the number of Vehicles to be provided to the Contractor annually. The Vehicles provided will be new in year 1 of the contract with a useful life of 5 year/200,000 miles.
53.	Living Wage Ordinance (page 35) – Please provide current living wage rates and projected increases.	<p>Minimum wage rates are currently \$11.46/hour with \$1.49/hour in health benefits or \$12.95/hour without benefits.</p> <p>Refer to the following for additional information: Http://www.broward.org/purchasing/documents/livingwageposter.pdf</p> <p>Projected increases to the living wage rates, if any, are not known at this time. Increases to the wages are subject to the annual indexing methodology stated in Section 26-102 (c) of the Living Wage Ordinance.</p>
54.	Living Wage Ordinance (page 35) Does the County anticipate the living wage established by the living wage ordinance to increase on October 1st, 2014? If so, are there any projections on the amount of this increase.	The effective date for annual changes, if any, to the living wage rates is January 1st. The County has no information as to any potential increase or decrease in the Living Wage established by the Living Wage Ordinance at this time; however, the living wage rates may not exceed more than 3% annually in accordance with Section 26-102 (c) of the Living Wage Ordinance.
55.	Living Wage Ordinance (page 35) To make sure wages are reasonably projected into the future relative to the living wage ordinance, please provide historical information regarding the percentage increases in the living wage over the past 3 years?	<p>Payroll Rates for 2011, 2012 and 2013:</p> <p>Effective as of January 1, 2011: Note: the 2011 living wage rates reflect no change from the previous year's wage rates. \$11.13 per hour with verifiable health benefits or \$1.44 per hour, or \$12.57 per hour without benefits.</p> <p>Effective as of January 1, 2012: Note: the 2012 living wage rates reflect no change from the previous year's wage rates. \$11.13 per hour with verifiable health benefits or \$1.44 per hour, or \$12.57 per hour without benefits.</p> <p>Effective as of January 1, 2013: Note the 2013 living wage rates reflect a 3% increase from the previous year's wage rates. \$11.46 per hour with verifiable health benefits of \$1.49 per hour, or \$12.95 per hour without benefits.</p>

	Question	Answer
56.	How many non-revenue vehicles does each of the current contractors have?	The County does not have the requested information, and the information may not be accurate predictor of future service levels or Vehicle requirements because of substantial differences in the paratransit transportation program's new operational model.
57.	Will the County please consider delaying the due date for submissions?	Refer to # 1 of this Addendum 2.
58.	Can trips be subcontracted out? Page 77 of the RFP states: "A Contractor shall not be permitted to broker transportation services." Can you please clarify?	<p>No, performance of transportation/ Trips, including service of drivers/ operators, are not to be subcontracted. County Business Enterprise (CBE) participation is limited to only to "non-direct labor" i.e. excluding all personnel, administrative or driver wages and fringes.</p> <p>Refer to # 6 of Addendum 1 and responses to Questions # 4, # 5 and # 6 of this Addendum 2.</p>
59.	Will each of the contractors be given a specific section of the service area or will both contractors operate across the entire area? If each is given an area can the County outline the territories, as this will play a role in locating facilities.	Refer to response to Question # 12 of this Addendum 2.
60.	Attachment L, Living Wage Ordinance: Does the bidder need to submit this form with the proposal, or may it be completed after employees are hired for the contract? If the form is to be submitted, are we to list the "proposed employees" on Exhibit 1?	<p>Yes, Attachment "L" should be submitted with the proposal, however ,it can be revised/updated prior to award. The form should be as accurate as possible at the time of submission. If there are too many proposed employees to list, the entry on the form can say "See attached list of employees".</p> <p>Yes, "proposed employees" may be identified on the form initially, however, after award, the Contract Administrator can receive or request a finalized version of the Affidavit once the employees on the list is finalized.</p>
61.	Please provide an updated Required Forms Checklist that includes the added CBE Forms (Addendum No. 1).	<p>Pursuant to # 9 and # 10 of Addendum 1, Attachment "B", Letter of Intent and Attachment "D", Application For Evaluation Of Good Faith Effort Pursuant To County Business Opportunity Act Of 2012, are now applicable to proposals submitted for the RFP. Additionally, pursuant to # 11 of Addendum 1, Attachment "R", was revised as follows: "The "Condition" of the bond has been modified to include Performance Guaranty. Failure to submit Revised Attachment "R", may result in a recommendation of non-responsive by the Director of Purchasing."</p> <p>Refer to # 2 of this Addendum 2. The Required Forms checklist and is annexed hereto as (Revised) Required Forms. This checklist should be returned with the appropriate forms at the time of vendor's submittal.</p>

	Question	Answer
62.	Pg 49, Attachment "L": What is the going rate in Broward Co. for the Living Wage Ordinance (LWO)? Are there different classifications of employees included in the LWO that we should be aware of or does the LWO only set the minimum wage to be paid in Broward Co.?	Refer to response to Questions #53, # 54 and # 55 of this Addendum 2. No, there are no specific job classifications cited in the LWO. The Living Wage Ordinance speaks to "covered services" only and with respect to "hourly" wage employees providing the covered services. Vendors are asked for the job class on the affidavit form to ensure the vendor includes all classes of hourly employees that would be providing services under the contract. The ordinance is applicable throughout Broward County.
63.	Pg 77, Section VIII, 5: Can the County please further explain this sentence: "A system-wide dispatching function shall be provided by the Call Center to assist with capacity constraints on the day of service"?	Each Contractor will only be able to refer to their own routes and Vehicles in the dispatch system. Call Center will have access to the entire system to provide assistance to same day issues if Trips need to be assigned to another transportation provider.
64.	Pg 82, Section XII, 2: What is the cost to lease each vehicle from the County? Will all vehicles be brand new Ford Challengers with seating for 14 as specified in Exhibit 4? If any of the vehicles will not be brand new, please supply year, make, and model, and seating capacity of each vehicle. Also, please provide their estimated value for insurance pricing purposes.	The County will lease Vehicles at a rate of \$10.00 per Vehicle per contract year. This fee should be calculated in Section 4 of the Pricing Sheets Attachment "T", under "Fees and Licenses". All Vehicles supplied by the County for use with this program are new and as specified in Exhibit 4 of the RFP. Cost per Vehicle is \$84,917.00.
65.	Pg 82, Section XII, 8: Will the contractor also be responsible for engine and transmission repairs?	Yes, the Contractor will be responsible for all Vehicle maintenance, including but not limited to engine and transmission repairs. Refer to Exhibit 1: XII. Vehicles.
66.	Pg 85, Section XII, 23: To contain costs, would the County be open to a once a week exterior washing of vehicles?	Specification is not revised; the Vendor is responsible for daily washing of Vehicles as set forth in Section XII of the RFP.
67.	Pg 89, Section XV, 3: Are contractors expected to retrain their drivers every two years for 80 hours or simply retrain those drivers for those certifications they do not pass?	Yes, it is expected each Driver will receive a full (80 hour) refresher training every 2 years during the Term of the contract.
68.	Pg 92, Section XIX, 5d: How will the driver be able to verify passengers on "nutrition trips" are indeed traveling for the intended purpose and should therefore not be subject to a fare?	That information is part of the reservation process handled by the Call Center and the Trip information on the manifest will provide that information to the Driver. Drivers are responsible for verifying the destination and reconciling same against the manifest.
69.	Pg 93, Section XXI, 2: Aside from the fuel will the County also be providing the four tanks and the two autogas fuel dispensers?	The County will provide both propane fuel and tanks to Contractors. The County will arrange necessary installation with a propane gas and tank vendor which will be procured under a separate contract with the County.
70.	Pg 94, Section XXIII: How many disincentives have been assessed to past contractors in the last three years and for what total amount per year?	2011 – 589 for \$75,534 2012 – 726 for \$38,880 2013 – 488 for \$33,572

	Question	Answer
71.	Pg 95, Section XXV, 1b: Why is the County compensating on a per registered passenger trip instead of the usual Revenue Vehicle Hour?	Reimbursement by trip, revenue hour, and revenue mile are all standard industry methods used nationally by various transit agencies and administrations. The County, in its discretion, prefers a "per trip" calculation as an added incentive to complete each Trip and reduce the potential for customer "No-Shows".
72.	Pg 95, Section XXV, 3c: Can the County explain the Prompt Payment Act?	The Florida Prompt Payment Act provides that the County may set forth the requirements for an invoice to be a "proper" invoice. Refer to also: http://www.broward.org/Accounting/Pages/InvoiceProcedures.aspx
73.	Can the electronic submission be made on a thumb drive as opposed to CD?	Yes, thumb drives are acceptable. Refer to # 4 of Addendum 1.
74.	Page 25: Due to the fact that awards will not be made until after August 26th (more than two months after the proposals are submitted), and the start date is January 1, will the County consider relaxing the requirement for a "non-contingent letter of commitment" for facility?	The County requires a non-contingent letter of commitment in order to verify that the facility is available, meets the specifications set forth in the RFP and can be considered as part of the evaluation criteria of the vendor's submittal. Vendors have additional time to obtain legal rights (and proof thereof) to occupy the facility as the right to occupy is not required until ten (10) days from a Notice to Proceed. No modification is made to this requirement.
75.	Per the RFP: "The County is seeking a five year contract, with two, one-year renewal options with two providers (vendors) to provide approximately 60% of TOPS trips provided to eligible clients." Please confirm the anticipate award and start date for this contract.	Refer to response to Question # 38 of this Addendum 2.
76.	Per the RFP: "Recommended Vendors for award will be required to submit a Payment Bond annually in an amount equal to twenty percent (20%) of the value of a contract year within 15 calendar days of award." Please confirm that a payment bond is the same as a performance bond and that the rates are the same.	Refer to # 5 of Addendum 1. Vendors are required to annually submit a Payment and Performance Bond (a single bond) in an amount equal to twenty percent (20%) of the value of the contract year.
77.	Per the RFP: "NOTE: Re-training shall occur every 2 years or sooner as may be required by the certifying entity." Please clarify the number of hours required as part of the "re-training" process; or is it at the contractor discretion	Refer to the response to Question # 67 of this Addendum 2.
78.	[Company] would like to request a two week extension in order to be able to review the request trip data once received.	Refer to # 1 of this Addendum 2.

	Question	Answer
79.	<p>Per the RFP: "Provide proposed Driver levels, which levels should include sub-totals for 100% route coverage per shift, plus 5% spares/extra board Drivers." Please provide the number of anticipated runs that each contractor will be assigned on a daily basis.</p>	<p>The County has provided the estimated number of Trips. The number of routes is predicated on the business model the proposer intends to implement, i.e. Shift lengths, percentage of Full Time/Part time shifts.</p>
80.	<p>Per the RFP: "3. Utilizing the paratransit Software system, AVL, and MDC, all dispatchers shall obtain, and provide an accurate estimated time of arrival (ETA) when a Client calls regarding late pickups." In order to ensure that we have enough staff to accommodate where's my ride calls; please provide the number of WMR calls each contractor should anticipate daily and by hour of day. In addition, please confirm that the contractors dispatchers will have the ability to move trips in the system throughout the day.</p>	<p>Refer to # 3 of this Addendum 2.</p> <p>Call Center agents will provide the estimated time of arrival (ETA) to customer for WMR calls, but the Call Center may ask the transportation Service provider for an ETA if the Vehicle AVL is not reporting. The average number of late pick-up WMR calls is 30 calls per day.</p> <p>Dispatchers will be able to move trips throughout the day.</p>
81.	<p>Per the RFP: "b) Fleet Operations/Facilities Plan: The Vendor should propose the following: the necessary accessible facility/facilities for administration, dispatch, training, vehicle maintenance and repair, Vehicle cleaning/washing, and secure well lighted Vehicle storage. Should include: iii. Security and emergency power source for location." Additional facility requirements are found in XXI, pg. 92/114. Please provide a weeks worth of trips so that we can project the most efficient location to secure a facility. This information would help us to be able to accurately project cost thus, reducing cost to the county.</p>	<p>These documents will be provided through a Public Records Request. NOTE: The due to changes in business model, current invoices will not present an accurate representation of the RFP service requirements.</p>
82.	<p>Per the RFP: "3. Contractor(s) will make special arrangements for notifying a Client upon arrival at the pick-up location if the Client is visually and/or hearing impaired." Please confirm whether the Counties IVR system will perform this task or if contractors should provide another method?</p>	<p>The IVR provides an advanced arrival notification call to Clients but the Contractor should have a procedure in place upon arrival.</p>

	Question	Answer
83.	Per the RFP: "10. It shall be the duty of the Contractor to operate Vehicles in the most efficient manner possible consistent with meeting Paratransit Service requests in a timely fashion. The Driver is expected to proceed from the first pick up to the last drop off in the most direct manner (including using toll roads if necessary) while keeping Dispatcher informed of any delays." Please provide historical data for annual toll expenses for 2012, 2013 and thus far in 2014. Should contractor estimate toll expenses in their price or will tolls be handled as a pass through on the monthly invoice?	The County does not collect historical data regarding toll costs. The Contractor should include all anticipated expenses in their submission.
84.	Per the RFP: "Each driver must have: A current, valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22½, Broward County Code of Ordinances." Please clarify whether the Counties expectation is that cost for this Chauffeur's Registration is to covered by the contractor or the driver.	The County has no expectation regarding the Contractor assuming those costs. It is the Driver who applies for the Chauffeur's Registration and would be responsible for the fees associated with the application.
85.	Per the RFP: "b. Once certified, all Drivers will be required to display on their person a picture ID indicative of their certification as a Driver." Please clarify if the contractor or the County will produce the ID Picture and badges.	The Contractor is responsible for providing a picture identification to its Drivers in fulfillment of this requirement.
86.	Please provide the 60% calculation for all functions of this contract, number of trips, miles, revenue hours	Refer to responses to Questions # 27, # 28 and # 31 of this Addendum 2.
87.	Please confirm that contractors are to use 3% as living wage annual increase for each year of the contract	Refer to responses to Questions # 53, # 54 and # 55 of this Addendum 2.
88.	If the current drivers are represented, please provide the CBA that cover those current employees. If the CBA is not available please provide the name of the union and contact information for the union leaders associated with each contractors employees.	Refer to response to Question # 46 of this Addendum 2.
89.	The RFP indicates that the county is providing 69 vehicles in year one ramping up to 76 vehicles by the 5th year is it safe to assume all vehicles provided by the county will be new?	Refer to response to Question # 52 of this Addendum 2. All Vehicles supplied by the County for use with this program are new and as specified in Exhibit 4 of the RFP. Current cost per initially supplied Vehicle is \$84,917.00.

	Question	Answer
90.	Per the RFP: "3. The Vehicles shall be delivered by the County to Contractor prior to commencement of the Paratransit Services and shall be used exclusively to perform the Services specified herein and for no other purpose." Please indicate how many training vehicles will be provided to each contractor and what is the anticipated date that those vehicles will be available.	Refer to response to Question # 45 of this Addendum 2.
91.	Per the RFP: "The following lists the number of Vehicles that County will lease to each Contractor to provide the Services:" RW - was not able to find the lease rate for the vehicles anywhere in the RFP.	Refer to response to Question # 64 of this Addendum 2.
92.	Please clarify whether any of the existing drivers or mechanics are represented by a union and if they are covered under 13c.	Refer to response to Question # 46 of this Addendum 2.
93.	On the Per Trip Pricing sheet they ask for rates for each of the following: (1) Ambi Trip, (2) W/C Trip, (3) Agency Trip. Without more knowledge on the details of these trips it is going to be hard to produce a different rate for each of these categories. We need to discuss so that we can ask the appropriate question to the client. Please provide a detail breakdown of number of trips provided in each trip type category listed above.	Refer to response to Question # 29 of this Addendum 2.
94.	Please confirm that CBE's are not allowed to provide operators to the primary contractor in order to operate service.	<p>Drivers/ Vehicle operators are not allowed to be subcontracted. County Business Enterprise (CBE) participation is limited to only to "non-direct labor" i.e. excluding all personnel, administrative or Driver wages and fringes.</p> <p>Refer to # 6 of Addendum 1 and responses to Questions # 4, # 5 and # 6 of this Addendum 2.</p>

NAME OF COMPANY: _____



Broward County Purchasing Division

(Revised) Required Forms

This Request for Proposal requires the following CHECKED forms to be returned: (initial each Attachment being returned)

Documents submitted to satisfy responsiveness requirement(s) indicated with an **(R)** must be attached to the RFP submittal and returned at the time of the opening deadline.

		Verification of return (Initial)	
Attachment	Proposers Opportunity List	<input type="checkbox"/>	Removed – Not Included
Attachment B	Letter of Intent (CBE)	<input checked="" type="checkbox"/>	_____
Attachment D	Application For Evaluation of Good Faith Effort	<input checked="" type="checkbox"/>	_____
Attachment	Letter of Intent (DBE)	<input type="checkbox"/>	Removed – Not Included
Attachment	DBE Unavailability Report	<input type="checkbox"/>	Removed – Not Included
Attachment E	Vendor’s List (Non-Certified Subcontractors and Suppliers Information)	<input checked="" type="checkbox"/>	_____
Attachment F	Domestic Partnership Certification (R)	<input checked="" type="checkbox"/>	_____
Attachment G	Lobbyist Registration – Certification (R)	<input checked="" type="checkbox"/>	_____
Attachment H	Employment Eligibility Verification Program Contractor Certification	<input checked="" type="checkbox"/>	_____
Attachment I	Litigation History	<input checked="" type="checkbox"/>	_____
Attachment J	Insurance Requirements	<input checked="" type="checkbox"/>	_____
Attachment K	Cone of Silence Certification	<input checked="" type="checkbox"/>	_____
Attachment L	Living Wage Ordinance	<input checked="" type="checkbox"/>	_____
Attachment M	Drug Free Workplace Policy Certification	<input checked="" type="checkbox"/>	_____
Attachment N	Non-Collusion Statement Form	<input checked="" type="checkbox"/>	_____
Attachment O	Scrutinized Companies List Certification	<input checked="" type="checkbox"/>	_____
Attachment P	Local Vendor Certification	<input checked="" type="checkbox"/>	_____
Attachment Q	Volume of Work Over Five Years	<input checked="" type="checkbox"/>	_____
Attachment R	Proposal Bond (REVISED) (R)	<input checked="" type="checkbox"/>	_____
Attachment S	Certificate As To Corporate Principal	<input checked="" type="checkbox"/>	_____
Attachment T	Pricing Sheets (R)	<input checked="" type="checkbox"/>	_____
Attachment U	Self-Certification: Owner Ethnicity/ Gender (Optional)	<input checked="" type="checkbox"/>	_____

NAME OF COMPANY: _____



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 1

Solicitation No.: RFP C1231306P1
Solicitation Title: Paratransit Transportation Services

Date Of Addendum: May 27, 2014

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" *addenda* are considered a matter of responsiveness. "MUST" addenda must be returned with your Request for Proposal submittal. All revised Pricing Sheets must be returned with your Request for Proposal submittal. Failure of a Submitter to return or acknowledge the addenda and/or return the revised Pricing Sheets shall be cause for rejection of the bid.

- Return Addendum with RFP Submittal
- Return Completed Revised Price Sheet with RFP Submittal
- Other: Return Revised Attachment R, Proposal Bond, with RFP Submittal

To all prospective bidders, please note the following changes and clarifications:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The RFP Opening Date has been revised as follows: **Monday, June 23, 2014 at 5:00 p.m.** Location remains the same.
2. The deadline for receipt of questions pertaining to this RFP is **Thursday, June 5, 2014**, by 5:00 p.m. There shall be no obligation on the part of County to respond to questions received after this date.
3. An additional Pre-Submittal Meeting will be held on **Monday, June 2, 2014 at 2:00 p.m.** This Pre-Submittal Meeting is not mandatory although all vendors are strongly encouraged to attend. This meeting will specifically address revisions to the Request for Proposals with respect to County Business Enterprise (CBE) goal requirements. The conference call number available to call into this meeting is: 954-357-5480. The meeting will be held at the Government Center 115 S. Andrews Ave. Fort Lauderdale, FL 33301 Room: GC-Conference Room 302.
4. Submittal Instructions, Page 7 of 114, is revised as follows:

Interested firms may supply requested information in the "Evaluation Criteria" section by typing right into the document using Microsoft Word. Vendors may also prepare responses and any requested ancillary forms using other means but following the same order as presented herein.

Submit five [5] copies of firm proposal on CDs **or thumbdrives**, containing the following files:

CD or DVD discs or thumbdrives included in the submittal must be finalized or closed so that no changes can be made to the contents of the discs.

IT IS IMPORTANT THAT EACH CD or thumbdrive BE LABELED WITH THE COMPANY NAME, RFP NUMBER AND TITLE, AND THEN PLACED IN AN INDIVIDUAL DISC ENVELOPE.

5. Bond Requirements, Page 18 of 114, Paragraphs 1 – 2 and Section 3.1 is revised to the following:

Bond Requirement

All proposals shall be accompanied by an original Proposal Bond, executed by a surety company meeting the qualifications for surety companies (below) (Attachments R). The Proposal Bond must be an original, no photocopies will be accepted. In lieu of a Proposal Bond, the following will be acceptable: cash, money order, certified check, cashier's check, original irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to \$25,000, payable to the Board of County Commissioners and conditioned upon the successful Proposer entering into the Contract (including providing a Payment and Performance Guaranty, evidence of insurance, and other requirements stated herein) within 15 calendar days after notification of award of the Contract. A personal check or a company check of a Vendor shall not be deemed a valid proposal guaranty. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Payment and Performance Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein.

Recommended Vendors for award will be required to submit a Payment and Performance Bond annually in an amount equal to twenty percent (20%) of the value of a contract year within 15 calendar days of award. In lieu of Payment and Performance Bond, an alternative form of security permitted by the Broward County Procurement Code must be submitted by the successful Vendor(s) within fifteen (15) calendar days after notification of award, guaranteeing to County the full payment of all suppliers, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety company which is qualified pursuant to below section, Qualifications of Surety.

3.1 Qualifications of Surety:

- 3.1.1 A Proposal Bond and a Payment and Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

6. Responsibility Criteria, Page 22 of 114, is revised to add the following criteria:

8. Office of Economic and Small Business Development Requirements

In accordance with Ordinance No. 2012-33, Broward County Business Opportunity Act of 2012, the County Business Enterprise (CBE) Program shall apply to this contract. All proposers responding to this solicitation shall utilize, or attempt to utilize, CBE firms in performing the contract in at least the assigned percentage

amount for this solicitation. The assigned CBE participation goal for this contract is listed below.

In accordance with the Act, participation for this contract is as follows:

<u>Business Enterprise Category</u>	<u>Assigned Participation Goal</u>
<u>County Business Enterprise (CBE)</u>	<u>11% on Sections 1- 4 (excluding all wages and fringes) of Attachment T, Pricing Sheets</u>

The goal participation is set on non-direct labor expenses; participation compliance will be calculated based on the percentage commitment to subcontractors/subconsultants based on the value of the Sections 1- 4, excluding all personnel, administrative or driver wages and fringes. Proposers should list the percentage commitment, based on the value of Sections 1- 4 (excluding Line 1 of Sections 2, 3 and 4 of Attachment T, Pricing Sheets).

Compliance with CBE participation goal requirements is a matter of responsibility; required information should be submitted with submittal.

If not provided with your submittal, the Proposer must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Proposer may be deemed non-responsible for failure to fully comply within stated timeframes.

CBE Program Requirements for Submitting Proposals: a Proposer should include in its submittal Attachment "B" Letter of Intent, for each certified CBE firm the proposer intends to use. Each Letter of Intent should include the required information.

CBE Program Requirements for Submitting Good Faith Effort: If a proposer is unable to attain the CBE participation goal, the proposer should include in its submittal Attachment "D", Application for Evaluation of Good Faith Effort and all of the required supporting information.

The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by proposers at

<https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>

For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at:

<http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx>

7. Legal Requirements, Item No. 5, Page 35 of 114, is revised to add the following:

The Broward County Living Wage Ordinance 2008-45, as amended, ("Living Wage Ordinance") applies to the contract. In accordance with the living wage ordinance, certain employers who do business with the County shall pay a living wage to its employees who work on service contracts providing covered services identified under

the living wage ordinance (Attachment L). **There will be no increase in contract prices paid by Broward County to the Bidder due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**

8. Exhibit 1: Detailed Scope of Work, Section XXIV. Liquidated Damages, Page 95 of 114, is deleted in its entirety as follows:

~~XXVI. Liquidated Damages~~

~~The contract shall include a provision for liquidated damages in the event that Contractor fails to provide Service.~~

9. Attachment "B", Letter of Intent, annexed hereto is hereby incorporated into the RFP. Refer to Item no. 6 of this addendum for submittal instructions.
10. Attachment "D", Application For Evaluation Of Good Faith Effort Pursuant To County Business Opportunity Act Of 2012, annexed hereto is hereby incorporated into the RFP.
11. Attachment "R", Proposal Bond, is revised and annexed hereto. Revised Attachment R must be submitted with RFP Submittal. The "Condition" of the bond has been modified to include Performance Guaranty. Failure to submit Revised Attachment R, may result in a recommendation of non-responsive by the Director of Purchasing.
12. The following are questions received:
- a. Question: In light of the discussion at the pre-proposal conference that will materially change the scope of work to require a CBE goal be met; we respectfully request a three week extension of the proposal due date to allow sufficient time to contact and negotiate with certified CBE vendors.

Answer: Submittal deadline has been extended by a week; refer to item no. 1 of this Addendum.

NAME OF COMPANY: _____



Attachment "B" - Letter of Intent CBE
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN PROPOSER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each CBE firm)

Solicitation Number: _____ **Project Title:** _____

--	--

Proposer/Offeror Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Authorized Representative: _____ **Phone:** _____

CBE Subcontractor/Supplier Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Authorized Representative: _____ **Phone:** _____

- A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the proposer/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the proposer/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.
CBE Subcontractor/Supplier Authorized Representative

(Signature) Proposer/Offeror Authorized Representative	(Title)	(Date)
--	---------	--------

(Signature)	(Title)	(Date)
-------------	---------	--------

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer. In the event the proposer/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void. CBE Letter of Intent July 2012



Attachment "D" - Application for Evaluation of Good Faith Effort

APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT PURSUANT TO County Business Opportunity Act of 2012

RFP / BID NO.: _____ PROJECT NAME: _____

PRIME CONTRACTOR _____

ADDRESS _____

TELEPHONE _____

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.5(e) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: _____

PRINT NAME / TITLE: _____

DATE: _____

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: _____



Revised Attachment "R" - Proposal Bond

This form must be completed and submitted at time of Submittal for vendor to be deemed responsive.

BY THIS BOND, we _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called County, in the Amount of twenty-five thousand dollars (\$25,000) for the payment whereof Contractor and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the County is seeking to contract with a firm (registered with the Florida Department of State, Division of Corporations) for the County agencies; and

WHEREAS, the County is utilizing a request for proposals (RFP) solicitation process for this project and Contractor in response to RFP No. C1231306P1 agrees and is bound that:

The CONDITION OF THIS BOND is that if:

Contractor submits a timely proposal in response to the County's RFP process; THEN THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT UNTIL CONTRACT AWARD. If the Contractor is awarded the contract, but fails to enter into the contract, (including providing a Payment **and Performance** Guaranty, evidence of insurance, and other requirements stated herein) then the Contractor and surety, jointly and severally, shall be liable to the County for the full sum herein stated which shall be due and payable to the County immediately upon demand of the County, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said Contractor; OTHERWISE THE BOND SHALL REMAIN IN FULL FORCE AND EFFECT.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein; and

In the event suit is brought upon this bond by the County, surety shall pay reasonable attorneys' fees and costs incurred by the County in such suit.

Revised Attachment "R" - Bond (CONTINUED)

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

(Name of Corporation)

Secretary
(CORPORATE SEAL)

By _____
(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, www.broward.org/purchasing which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Broward County Purchasing Division

A Service of the Broward County Board of County Commissioners
Excellence in Public Procurement – Our Best. Nothing Less.



Broward County Purchasing Division

115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
(954) 357-6065 FAX (954) 357-8535

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Broward County Purchasing Division

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Request for Proposals (RFP)
RFP Number: C1231306P1
RFP Name: Paratransit Transportation Services

Procurement Authority

Unchecked boxes do not apply to this solicitation.

- Pursuant to the Broward County Procurement Code, the Broward County Commission invites qualified firms to submit Proposals for consideration to provide Services on the following project:
 - Standard** Request for Proposals
 - Construction General Contractor:** Two-Step Process - (Step 1) Issue RFP to Short list firms - (Step 2) Issue Invitation for Bids to Shortlisted firms to obtain bids
 - Establish **Library** of Firms for Services
- Pursuant to the Broward County Procurement Code, the Broward County Commission invites qualified firms to submit Proposals for consideration to provide Construction Manager at Risk Services on the following project.
 - Standard Construction Manager at Risk
 - Construction Manager at Risk (Modified): Two Step Process - (Step 1) Issue RFP to Short list firms (Step 2) Issue Invitation for Bids to Shortlisted firms to obtain bids

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Project Funding Source

This project is funded in whole or in part by:

Federal Funds: Not applicable to this solicitation.

Grant Funds: Not applicable to this solicitation.

State Funds: The County is annually awarded Florida Commission for the Transportation Disadvantaged Trip and Equipment Grant(s) which will be used in the reimbursement for paratransit transportation services (hereinafter referred to as "Services" or "Paratransit Services") provided in connection with the contract.

County Funds: County funds will be used in funding this contract.

Scope of Service

The County is seeking proposals for qualified transportation service vendors to provide Americans with Disabilities Act (ADA) paratransit and Transportation Disadvantaged (TD) transportation services within the service area of Broward County. The paratransit program, known as Transportation Options (TOPS), currently provides approximately 2,800 one-way trips each weekday and approximately 900 one-way trips each weekend.

The County is seeking a five year contract, with two, one-year renewal options with two providers (vendors) to provide approximately 60% of TOPS trips provided to eligible clients. The remaining trips are being solicited through a new program, the Agency Coordination Transportation (ACT) program, where congregate service centers or "agencies" that are part of the paratransit ACT program will run a self-service transportation program, servicing only their facilities and using vehicles provided and dispatched by the agency. The ACT program will be solicited and managed through a separate contract. The County will contract for Services in a manner that promotes the efficient use of resources and reduces the overall program cost.

The County shall provide the awarded vendors with Vehicles and propane fuel for daily operations. The vendor will be responsible to provide all other necessary services, facilities, equipment and supplies as per **Exhibit "1" – Detailed Scope of Work**.

Vendors will be paid based on fixed monthly expense for administrative and overhead plus fixed trip rate. **Refer to Attachment "T" Pricing Sheets.**

Submittal Instructions

Interested firms may supply requested information in the "Evaluation Criteria" section by typing right into the document using Microsoft Word. Vendors may also prepare responses and any requested ancillary forms using other means but following the same order as presented herein.

Submit five [5] copies of firm proposal on CDs, containing the following files:



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Fort Lauderdale, FL 33301
(954) 357-6065 FAX (954) 357-8535

CD or DVD discs included in the submittal **must be finalized or closed** so that no changes can be made to the contents of the discs.

IT IS IMPORTANT THAT EACH CD BE LABELED WITH THE COMPANY NAME, RFP NUMBER AND TITLE, AND THEN PLACED IN AN INDIVIDUAL DISC ENVELOPE.

1. A single PDF file that contains your entire response with each page of the response in the order as presented in the RFP document, including any attachments.
2. Responses to the Evaluation Criteria questions are to be provided in the following formats:
 - a. Microsoft Word for any typed responses.
 - b. Microsoft Excel for any spreadsheets

Submit seven [7] total printed copies (hard copies) of your response.

It is the responsibility of each firm to assure that the information submitted in both its written response and CDs are consistent and accurate. If there is a discrepancy, the information provided in the written response shall govern.

This is of particular importance in the implementation of the County's tiebreaker criteria. As set forth in Section 21.31.d of the Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the firm's response to the solicitation. Therefore, in order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the written submittal.

Send all requested materials to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
RE: RFP Number: C1231306P1

The Purchasing Division must receive submittals no later than 5:00 pm on June 16, 2014. Purchasing will not accept electronically transmitted, late, or misdirected submittals. If fewer than three interested firms respond to this solicitation, the Director of Purchasing may extend the deadline for submittal by up to four (4) weeks. Submittals will only be opened following the final submittal due date.

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Required Forms

This Request for Proposal requires the following CHECKED forms to be returned:
 (initial each Attachment being returned)

Documents submitted to satisfy responsiveness requirement(s) indicated with an **(R)** must be attached to the RFP submittal and returned at the time of the opening deadline.

		Verification of return (Initial)	
Attachment	Proposers Opportunity List	<input type="checkbox"/>	Removed – Not Included
Attachment	Letter of Intent (CBE)	<input type="checkbox"/>	Removed – Not Included
Attachment	Application For Evaluation of Good Faith Effort	<input type="checkbox"/>	Removed – Not Included
Attachment	Letter of Intent (DBE)	<input type="checkbox"/>	Removed – Not Included
Attachment	DBE Unavailability Report	<input type="checkbox"/>	Removed – Not Included
Attachment E	Vendor's List (Non-Certified Subcontractors and Suppliers Information)	<input checked="" type="checkbox"/>	_____
Attachment F	Domestic Partnership Certification (R)	<input checked="" type="checkbox"/>	_____
Attachment G	Lobbyist Registration – Certification (R)	<input checked="" type="checkbox"/>	_____
Attachment H	Employment Eligibility Verification Program Contractor Certification	<input checked="" type="checkbox"/>	_____
Attachment I	Litigation History	<input checked="" type="checkbox"/>	_____
Attachment J	Insurance Requirements	<input checked="" type="checkbox"/>	_____
Attachment K	Cone of Silence Certification	<input checked="" type="checkbox"/>	_____
Attachment L	Living Wage Ordinance	<input checked="" type="checkbox"/>	_____
Attachment M	Drug Free Workplace Policy Certification	<input checked="" type="checkbox"/>	_____
Attachment N	Non-Collusion Statement Form	<input checked="" type="checkbox"/>	_____
Attachment O	Scrutinized Companies List Certification	<input checked="" type="checkbox"/>	_____
Attachment P	Local Vendor Certification	<input checked="" type="checkbox"/>	_____
Attachment Q	Volume of Work Over Five Years	<input checked="" type="checkbox"/>	_____
Attachment R	Proposal Bond (R)	<input checked="" type="checkbox"/>	_____
Attachment S	Certificate As To Corporate Principal	<input checked="" type="checkbox"/>	_____
Attachment T	Pricing Sheets (R)	<input checked="" type="checkbox"/>	_____
Attachment U	Self-Certification: Owner Ethnicity/ Gender (Optional)	<input checked="" type="checkbox"/>	_____



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For Additional Project Information Contact:

Additional Project Specific Information Contact:

Paul Strobis, Paratransit Manager, Transit Division
Phone: 954-357-8321
Email: Pstrobis@broward.org

Procurement Process Related Information Contact:

Cara M. Leisy, Purchasing Agent III, Purchasing Division
Phone: 954- 357-8604
E-mail: Cleisy@broward.org

Pre-Submittal Conference

Attendance at the Pre-Submittal Conference is optional. This information session presents an opportunity for Vendors to clarify any concerns regarding the solicitation requirements. The Vendor is cautioned that, although the Pre-submittal Conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the Vendor(s) to have attended the conference.

Pre-Submittal Conference

DATE:	May 22, 2014
TIME:	11:00 A.M.
LOCATION:	Government Center 115 S. Andrews Ave. Fort Lauderdale, FL 33301 Room: GC-Confernce Room 302

Evaluation Process

An Evaluation Committee (EC) will be responsible for recommending the most qualified two firm(s). The process for this procurement may proceed in the following manner:

Review Responses

The Purchasing Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The Office of Economic and Small Business Development staff evaluates submittals to determine compliance with the Office of Economic and Small Business Development Program requirements, if applicable. Agency staff will prepare an analysis report which includes a matrix of responses submitted by the firms. This may include a technical review, if applicable.

Staff will also identify any incomplete responses. The Director of Purchasing will review the information provided in the matrix and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP. The final determination of responsiveness rests solely on the decision of the Evaluation Committee.



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At any time prior to award, the awarding authority may find that an offeror is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the offeror has breached or failed to perform a contract, claims history of the offeror, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an offeror.

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Evaluation Criteria/ Submission Requirements

The following list of Evaluation Criteria total 100 points. The Project Specific Criteria further details and define the Evaluation Criteria which are summarized with their numerical point ranges.

Evaluation Criteria	Points
1. Key Personnel Experience	10
2. Project Approach/ Proposed Operational Plan	35
A. Vehicle and Equipment Acquisition Plan	5
B. Fleet Operations/Facilities Plan	15
C. System Management Plan	5
D. Hiring and Training of Employees	5
E. Mobilization Plan	5
3. Vendor Experience Past Performance	20
A. Experience in Projects of Similar Nature	5
B. Experience in Safety and Training Programs	5
C. Experience in Dispatching	5
D. Experience in Maintenance and Repair	5
4. Pricing*	30
5. Location of Firm: A proposer with a principal business location within Broward County will receive five points. A proposer not having its principal business location within Broward County will receive zero points. Submit your firm's State of Florida Department of Corporations website listing as evidence of your firm's principal business location.	5
Total Points:	100

* Total points awarded for Pricing will be determined by applying the following formula:

$$(Lowest Proposed Price/Proposer's Price) \times 30 = Price Score$$

Note that prices may be negotiated in the best interest of the County after the scoring is completed.



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Cone of Silence

At the time of the Evaluation Committee appointment (which is typically prior to the advertisement of the solicitation document) in this RFP process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances as revised, provides that after Evaluation Committee appointment, potential vendors and their representatives are substantially restricted from communicating regarding this RFP with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff, or any person appointed to evaluate or recommend selection in this RFP process. For communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the Initial Evaluation Committee Meeting. After the application of the Cone of Silence, inquiries regarding this RFP should be directed to the Director of Purchasing or designee.

The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

Demonstrations

Not applicable to this solicitation.

Presentations

Not applicable to this solicitation. Although there are no presentations being requested, at any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of each Vendor's submittal. It is not mandatory for Vendors to attend committee meetings, however it is highly recommended Vendors attend to answer any committee questions (if requested). Vendor provided answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendors to participate via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation are requested to participate in a committee meeting.

Pricing

Price will be considered in the final evaluation and rating of the qualified firms. Included in this RFP solicitation is a Price Sheet (**Attachment T**) which must be completed and returned (with supporting documentation) with the RFP Submittal at the time of the opening deadline. Failure to timely submit a completed Pricing Sheet may result in the Vendor being determined non-responsive.

Negotiation and Award

The Purchasing Negotiator, assisted by County staff, will attempt to negotiate a contract with the two highest ranked firms. If an impasse occurs, the County will cease negotiation with either firm and begin negotiations with the next-ranked firm. The final negotiated contracts will be forwarded to the awarding authority for approval. Agreement is to be executed within (3) three business days of Notice from the County.

Public Art and Design Program

Not applicable to this solicitation.



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Posting of Solicitation and Proposed Contract Awards

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each vendor to monitor the website in order to obtain complete and timely information. The website is located at <http://www.broward.org/Purchasing/Pages/Default.aspx>

Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

- a. Any protest concerning the proposal or other solicitation specifications or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- b. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the proposal opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation of award on the Purchasing Division's website.
- c. Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- d. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest.
- e. Protests arising from the decisions and votes of an Evaluation Committee shall be limited to protests based upon the alleged deviations from established Committee procedures set forth in the Broward County Procurement Code and existing written Guidelines. Any allegations of misconduct or misrepresentation on the part of a competing vendor shall not be considered a protest.
- f. As a condition of initiating any RFP protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000



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If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

Rejection of Responses

The Evaluation Committee may recommend rejecting all proposals in the best interests of the County. The rejection shall be made by the Director of Purchasing except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

Public Records and Exemptions

Broward County is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all sub-contractors for Services shall comply with Florida's Public Records Law. To the extent Contractor is acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, the Contractor and its subcontractors shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Service;
- b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
- c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

Any firm that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the document(s) in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFP# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and separate any materials claimed to be confidential.

Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the response is non-responsive.

Any claim of confidentiality on materials that the firm asserts to be exempt and placed elsewhere in the submittal will be considered waived by the firm upon submission, effective after opening.



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Note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

Be aware that submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Evaluation Committee will be unable to talk about the details of the confidential material(s) at the public Evaluation Committee meeting.

Copyrighted Materials

Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

Local Preference

In accordance with Section 1-74, et. seq., Code of Ordinances, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity.

Except where otherwise provided by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the firm with whom the County will proceed with negotiations for a final contract.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the County's Local Preference Ordinance and Procurement Code will not be applied in the procurement process.

Right of Appeal

Pursuant to Section 21.83 of the Broward County Procurement Code, any vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Code.

The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Evaluation Committee to be deemed timely.



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As required by Section 21.120, the appeal must be accompanied by an appeal bond by a person having standing to protest and must comply with all other requirements of this section. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

Negotiations

It is the County's intent to conduct the first negotiation meeting no later than two (2) weeks after approval of the final ranking as recommended by the Committee. At least one of the representatives for each firm participating in negotiations with the County must be authorized to bind the firm.

In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared with that firm and negotiations will cease. Negotiations will begin with the next highest ranked firm, etc. until such time that all requirements of Procurement Code, Section 21.85.c.8 have been met.

Projected Schedule

RFP Advertised Date: May 14, 2014
Pre-Submittal Conference: May 22, 2014
RFP Open Date: June 16, 2014
Initial Evaluation Meeting: August 7, 2014
Final Evaluation Meeting: August 26, 2014

If three (3) or fewer responses are received, a combination Initial and Final Evaluation meeting may be held.

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx> Please check this website for any changes to the above tentative schedule.

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Responsiveness Criteria

Definition of a Responsive Proposer:

In accordance with Broward County Procurement Code Section 21.8.b.66, a Responsive Proposer means a person who has submitted a proposal which conforms in all material respects to a solicitation. The proposal of a Responsive Proposer must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below, at the time of submittal opening may result in a recommendation of non-responsive by the Director of Purchasing. The Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

*****NOTICE TO PROPOSERS*****

Proposers are invited to pay strict attention to the following requirements of this RFP. The information being requested in this section is going to be used by the Evaluation Committee during the evaluation process and further consideration for contract award. Proposers have a continuing obligation to provide the County with any material changes to the information being requested in this RFP.

1. Domestic Partnership Act

The Broward County Domestic Partnership Act (Section 16-1/2 – 157 of the Broward County Code of Ordinances, as amended) requires that, for projects where the initial contract term is valued at more than \$100,000, that at the time of RFP submittal, the vendor shall certify that the vendor currently complies or will comply with the requirements of the Domestic Partnership Act by providing benefits to Domestic Partners of its employees on the same basis as it provides benefits to employee's spouses.

The Domestic Partnership Certification Form (**Attachment F**) should be completed, for all submittals over \$100,000, and returned with the RFP Submittal response at the time of the opening deadline, but no later than three business days from request of the Purchasing Agent. Failure to meet this requirement shall render your submittal non-responsive.

2. Lobbyist Registration - Certification

A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies, see **Attachment G**, that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. If, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on the basis, exercise any contractual right to terminate the contract for

convenience.

The Lobbyist Registration Certification Form (**Attachment G**) should be completed and returned at the time of the RFP opening deadline and included within the submittal document.

3. Bond Requirement

All proposals shall be accompanied by an original Proposal Bond, executed by a surety company meeting the qualifications for surety companies (below) (**Attachments R**). The Proposal Bond must be an original, no photocopies will be accepted. In lieu of a Proposal Bond, the following will be acceptable: cash, money order, certified check, cashier's check, original irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to \$25,000, payable to the Board of County Commissioners and conditioned upon the successful Proposer entering into the Contract (including providing a Payment Guaranty, evidence of insurance, and other requirements stated herein) within 15 calendar days after notification of award of the Contract. A personal check or a company check of a Vendor shall not be deemed a valid proposal guaranty. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein.

Recommended Vendors for award will be required to submit a Payment Bond annually in an amount equal to twenty percent (20%) of the value of a contract year within 15 calendar days of award. In lieu of Payment Bond, an alternative form of security permitted by the Broward County Procurement Code must be submitted by the successful Vendor(s) within fifteen (15) calendar days after notification of award, guaranteeing to County the full payment of all suppliers, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety company which is qualified pursuant to below section, Qualifications of Surety.

3.1 Qualifications of Surety:

- 3.1.1 A Proposal Bond and Payment Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.
- 3.1.2 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
- 3.1.3 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with



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evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.

3.1.4 The County will accept a surety bond from a company with a rating of A- or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase.

3.1.5 The surety company shall have at least the following minimum ratings:

Amount of Bond Size Category	Policyholder's Ratings	Financial
500,001	to 1,000,000	A, A- Class I
1,000,001	to 2,000,000	A, A- Class II
2,000,001	to 5,000,000	A Class III
5,000,001	to 10,000,000	A Class IV
10,000,001	to 25,000,000	A Class V
25,000,001	to 50,000,000	A Class VI
50,000,001	to or more	A Class VII

3.1.6 The County will accept a surety bond from a company with a rating of A- or better; provided, however, that if the surety company appears on the 'Watch List' that is published quarterly by 'Focus' of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County only if the bid amount does not increase.

4. Pricing Sheet(s)

Pricing sheets must be completed and is to be submitted with proposal using the separately posted Excel spreadsheets (**Attachment T**). The Pricing sheets must be accompanied by all supporting documentation. The Pricing Sheets must represent all of the Vendor's expenses in order to provide the Services required in the Detailed Scope of Work (Exhibit 1), and detailed in the Vendor's proposal. Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and modification may result in a determination that your proposal is non- responsive.



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Responsibility Criteria

Definition of Responsible Proposer

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsible Proposer or Offeror means an offeror who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Evaluation Committee will recommend to the awarding authority a determination of a firm's responsibility. At any time prior to award, the awarding authority may find that an offeror is not responsible to receive a particular award. The following criteria shall be evaluated in making a determination of responsibility:

1. Financial Information

All firms are required to provide Broward County the firm's financial statements at the time of submittal in order to demonstrate the firm's financial capabilities. Failure to provide this information at the time of submittal may result in a recommendation by the Director of Purchasing that the response is non-responsive. Each firm shall submit its most recent two (2) years of financial statements for review. The financial statements are not required to be audited financial statements.

Although the review of a vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements as stated in the Evaluation Criteria and Public Record and Exemptions sections may result in a recommendation of non-responsive by the Director of Purchasing.

2. Litigation History

The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

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Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Director of Purchasing.

3. Authority to Conduct Business in Florida

A Florida corporation or partnership is required to provide evidence with its response that the firm is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than three business days from request of the Purchasing agent.



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A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the firm is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than three business days from request of the Purchasing agent.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than three business days from request of the Purchasing agent. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the County with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the County no later than three business days from request of the Purchasing agent.

Failure to provide the County with any of the above referenced information at the required time may be cause for the response to the solicitation to be deemed non-responsible. An acceptable document of evidence may be similar to the document attached as Exhibit 7.

4. Employment Verification Program (E-Verify)

Unchecked boxes do not apply to this solicitation.

- This service is funded by the State of Florida. Therefore, you are required to complete and return the attached "Employment Eligibility Verification Program Contractor Certification" (**Attachment H**). The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

5. Joint Venture Enterprises

Unchecked boxes do not apply to this solicitation

Construction Licensing

A Joint Venture is required to provide evidence with its response that the Joint Venture, or at least one of the Joint Venture partners, holds the specified Construction License issued either by the State of Florida or Broward County. If not with its response, the Joint Venture is required to provide evidence prior to contract execution that the Joint Venture holds the specified Construction License issued either by the State of Florida or Broward County. Failure to provide any of this information to the County at the required time may be cause for the response to the solicitation to be deemed non-responsive.

7. Additional Requirements:

Vendor Experience/ Past Performance: Vendors or member(s) of its Key Personnel must have the following verifiable qualifications and submit supporting documentation as set forth in Evaluation Criteria Item 3:



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- a. A minimum of two (2) years of experience within the State of Florida in performing Paratransit Services; or
- b. A minimum of five (5) years of experience within the United States in performing Paratransit Services, (three of which must be in the preceding five years); and
- c. A minimum of (1) one year of experience providing ADA Paratransit Service, within the past two preceding years, in which at least 100,000 trips were served.

Additionally, the awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the offeror has breached or failed to perform a contract, claims history of the offeror, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an offeror.

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Evaluation Criteria

With regard to the Evaluation criteria, each firm has a continuing obligation to provide the County with any material changes to the information requested. The County reserves the right to obtain additional information from interested firms.

Evaluation Criteria

<p>Evaluation Criteria –</p> <p>Project-Specific Criteria</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>1. Key Personnel Experience:</p> <p>Describe the qualifications and relevant experience of the all key personnel that would be assigned to this proposed project. A minimum of three on-site, fully dedicated key personnel are required for operation of service.</p> <p>Each of the key personnel listed below should have the requisite levels of experience as follows:</p> <ul style="list-style-type: none"> a) Project/Operations Manager: A minimum of (5) five years’ experience in Paratransit Service operation (three of which should be in the preceding five years) and at least one year of experience must have been managing operations in which at least 100,000 trips were served annually. b) Safety Manager: A minimum of three year’s experience in this position or similar capacity. c) Fleet Maintenance Manager: A minimum of three year’s experience in this position or similar capacity. <p>Vendors should submit resumes of all key personnel, including the above positions. Resumes should not</p>	

<p>Evaluation Criteria –</p> <p>Project-Specific Criteria</p>	<p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</p>
<p>exceed 2 pages for each key personnel. Resumes should include the qualifications, any certifications, and relevant requisite experience as listed above.</p>	
<p>2. Project Approach/ Operational Plan – Vendor should describe the project approach and operational plan for each of the key areas listed below:</p> <p>a) Vehicle and Equipment Acquisition Plan - Identify and describe vehicles, systems set forth in (Exhibit 2 Table 1 & 2), equipment and supply sources and projected delivery dates. This includes all vehicles not provided by the County, and equipment necessary to complete the Scope of Service.</p> <p>b) Fleet Operations/Facilities Plan: The Vendor should propose the following: the necessary accessible facility/facilities for administration, dispatch, training, vehicle maintenance and repair, Vehicle cleaning/washing, and secure well lighted Vehicle storage. The plan should take into consideration and include information indicated below:</p> <p>i. Identify and describe a location(s), situated within the proposed Service Area. Details of location should include architectural rendering of the facility(ies), with floor plans, facility(ies) photos, aerial/satellite photos showing facility(ies) with surrounding road network.</p> <p>ii. Accessibility of location for Service routes and operations during emergency events.</p> <p>iii. Security and emergency power source for location.</p>	



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<p>Evaluation Criteria –</p> <p>Project-Specific Criteria</p>	<p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</p>
<p>iv. Identify responsibilities and functional relationships between administration, operations, vehicle storage and vehicle maintenance and how these will contribute to the successful delivery of the Service.</p> <p>v. Network capable facility with secure adequate storage space for telecommunications hardware and computer servers.</p> <p>vi. Vendor should describe how their facility(ies) will accommodate all County Vehicles safely and securely.</p> <p>vii. If the Vendor has not obtained a specific facility(ies) by the submittal deadline, a non-contingent letter of commitment, identifying a specific facility(ies) consistent with contractual requirements and stipulating that facility(ies) shall be made available to the Vendor immediately upon award of an agreement, will be acceptable. This letter, addressed to the Vendor and signed by the owner or owner's representative of identified property, should be submitted with the proposal. Awarded vendors will be given ten days from receipt of Notice to Proceed in which to obtain legal rights to occupy the facility(ies) for a period no less than the initial Term of the contract.</p> <p>c) System Management Plan: Provide an overall organizational chart showing the level of staffing to meet the requirement of the proposal. The organizational chart should start at the corporate level positions and continue down to the lowest reporting level. The chart should indicate the number of each type of employee, job title, and</p>	



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<p>Evaluation Criteria –</p> <p>Project-Specific Criteria</p>	<p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</p>
<p>the proposed salary structure by fiscal year. Provide proposed Driver levels, which levels should include sub-totals for 100% route coverage per shift, plus 5% spares/extra board Drivers. Identify how recruitment, hiring, training, scheduling, safety oversight, vehicle maintenance, and dispatch operations will be organized and implemented.</p> <p>d) Hiring and Training of Employees Plan: Provide an advertising/recruitment plan, including time line. Submit selection criteria to be used by Vendor as deemed appropriate for the job title. Vendor should also include details regarding periodic review of the above to ensure continued compliance with requirements.)</p> <p>Submit a time line for the training of all personnel, as well as the specific curriculum and materials intended for each job classification proposed to ensure compliance with contract requirements. Provide documentation of Defensive Driving Course and Passenger Assistance Training to Proficiency programs. Submit an outline, or current procedure, used for ongoing/refresher training for all personnel and frequency. Show the number of certified instructors that will be proposed to complete Driver training, both classroom and behind-the-wheel instructors. Submit instructor resumes including certifications. Describe proposed hiring and training requirements for ASE Certified mechanics. Describe all other training that Vendor anticipates for Mobilization not provided above.</p> <p>e) Mobilization Plan: Vendor should submit a comprehensive, detailed plan of all Mobilization</p>	



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 (954) 357-6065 FAX (954) 357-8535

<p>Evaluation Criteria –</p> <p>Project-Specific Criteria</p>	<p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</p>
<p>tasks to be initiated starting from the date of issuance of the Notice to Proceed. These tasks should include, but not limited to, a timeline of hiring, operator training, mechanic training, vehicle preparation, insurance acquisition, facility(ies) occupancy and remodeling/modifications, with the end date being prior to the Contract start date. Timelines should be shown in calendar days. The said plan should take into account the ADA Paratransit computer system supplied by the County. The mobilization plan will be a maximum of 30 numbered pages single sided, or a maximum of 15 numbered pages double sided.</p> <p>Vendor should submit a Project Approach/ Operational Plan, fully describing all items requested and should be a maximum of 150 numbered pages single sided, or a maximum of 75 numbered pages double sided. Ancillary materials (e.g. training manuals, resumes, standards of operation for maintenance, etc.) are to be provided as supplements and are not included in page count.</p>	
<p>3. Vendor Experience/ Past Performance - Describe Vendor's experience on projects of similar nature, scope and duration along with evidence of satisfactory completion, within the past five years, for which the Vendor/ or members of its key personnel provided paratransit services. This information must include the dates of service, number of trips provided (on an annual basis), and total contract value (on an annual basis) for each client/contracting entity listed. This information (e.g. resumes, references of previous contracts or positions etc.) must demonstrate the responsibility requirement of experience as referenced in the Responsibility</p>	



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<p>Evaluation Criteria –</p> <p>Project-Specific Criteria</p>	<p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</p>
<p>Criteria Section 7.</p> <p>A. A minimum of three reference projects should be provided; include the name of the reference entity, contract number (if applicable), contact person, title, email address, address and telephone number for each reference. References and Performance Evaluations will be considered.</p> <p>B. Experience in Safety and Training Programs: Vendor should have at least one year of experience in training for each area of paratransit Service. Vendors should submit a summary describing experience in training, including number of years in training for Paratransit Services and the proposed training curriculum to meet the contractual requirements.</p> <p>C. Experience in Dispatching: Vendor and/or key personnel should be experienced in all areas of paratransit client services including a minimum of one year of dispatch experience in receiving, scheduling (including transfer trips), confirming all trip requests from clients using a paratransit software system. Vendor should submit a summary describing annual number of trips dispatched, fleet size, types of paratransit dispatch software used.</p> <p>D. Experience in Maintenance and Repair of Vehicle Fleet: Vendor and/or key personnel should have minimum of three years of experience in performance in all areas of maintenance and repair of a vehicle fleet, which should include at least 25 passenger revenue service vehicles a percentage of which includes lift or ramp equipped vehicles. Vendors should submit description of past experience of Vendor performing vehicle maintenance including the following:</p>	



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<p>Evaluation Criteria –</p> <p>Project-Specific Criteria</p>	<p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</p>
<ul style="list-style-type: none"> a. Regularly scheduled preventive and responsive maintenance including fleet size. b. Record-keeping, including the use of maintenance software programs. c. Implementation of vehicle and equipment manufacturer's warranty programs. d. Implementation of a pre-operational vehicle inspection program. e. Cleaning/washing schedule. 	
<p>4. Location – Provide evidence of where the Vendor's Principal Business is located. Submit your firm's State of Florida Department of Corporations website listing as evidence of your firm's principal business location.</p>	



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<p>Evaluation Criteria –</p> <p>Company Profile</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>1. Supply legal firm name, headquarters address, local office addresses, state of incorporation, and key firm contact names with their phone numbers and e-mail addresses.</p>	
<p>2. Supply the interested firm's federal ID number and Dun and Bradstreet number.</p>	
<p>3. Is the interested firm legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4. All firms are required to provide Broward County the firm's financial statements at the time of submittal in order to demonstrate the firm's financial capabilities.</p> <p>Failure to provide this information at the time of submittal may result in a recommendation by the Director of Purchasing that the response is non-responsive. Each firm shall submit its most recent two (2) years of financial statements for review. The financial statements are not required to be audited financial statements. With respect to the number of years of financial statements required by this RFP, the firm must fully disclose the information for all years available; provided, however, that if the firm has been in business for less than the required number of years, then the firm must disclose for all years of the required period that the firm has been in business, including any partial year-to-date financial statements. The County may consider the unavailability of the most recent year's financial statements and whether the firm acted in good faith in disclosing the financial documents in its evaluation.</p> <p>Any claim of confidentiality on financial statements should be asserted at the time of submittal. (see below)</p>	



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<p>Evaluation Criteria – Company Profile</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>*****ONLY "IF" claiming Confidentiality*****</p> <p>The financial statements should be submitted in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFP# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and separate any materials claimed to be confidential.</p> <p><u>Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the response is non-responsive. Furthermore, proposer's failure to provide the information as instructed may lead to the information becoming public.</u></p> <p>Note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.</p>	
<p>Litigation History Requirement:</p> <p>5. The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of</p>	



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<p>Evaluation Criteria –</p> <p>Company Profile</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a “case” includes lawsuits, administrative hearings and arbitrations. A case is considered to be “material” if it relates, in whole or in part, to any of the following:</p> <ol style="list-style-type: none"> 1. A similar type of work that the vendor is seeking to perform for the County under the current solicitation; 2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation; 3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract; 4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or 5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants. <p>Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be “material” if the claims raised in the case involve only garnishment, auto negligence, personal injury, workers’ compensation, foreclosure or a proof of claim filed by the vendor.</p> <p>For each material case, the vendor is required to</p>	



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<p>Evaluation Criteria – Company Profile</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>provide all information identified, on the attached "Litigation History" form. (Attachment I)</p> <p>A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the vendor's subcontractors/subconsultants proposed to work on this project.</p> <p>Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.</p>	
<p>6. Has the interested firm, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. Has your company ever failed to complete any work awarded to you? If so, where and why?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. Has your company ever been terminated from a contract? If so, where and why?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>Insurance Requirements:</p> <p>9. Attached is a sample Certificate of Insurance Attachment J. It reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal but it is necessary to submit certificates indicating that the firm currently carries the insurance or to submit a letter from the carrier indicating upgrade availability.</p>	



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<p>Evaluation Criteria –</p> <p>Legal Requirements</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>1. Standard Agreement Language: Identify any standard terms and conditions with which the interested firm cannot agree. The standard terms and conditions for the resulting contract can be located at:</p> <p>http://www.broward.org/Purchasing/Documents/caf101.pdf</p> <p>If you do not have computer access to the internet, call the Project Manager for this RFP to arrange for mailing, pick up, or facsimile transmission.</p>	<p><input type="checkbox"/> YES (Agree)</p> <p><input type="checkbox"/> NO</p> <p>If no, you need to specifically identify the terms and conditions with which you are taking exception since they will be discussed with the Evaluation Committee. Please be aware that taking exceptions to the County's standard terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately impact the overall evaluation of your submittal.</p>
<p>2. Cone of Silence: This County's ordinance prohibits certain communications among vendors, county staff, and Evaluation Committee members. Identify any violations of this ordinance by any members of the responding firm or its joint venturers. The firm(s) submitting is expected to sign and notarize the Cone of Silence Certification (Attachment K).</p>	
<p>3. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer to perform work as a consultant or contract with a public entity, and may not transact business with Broward County for a period of 36 months from the date of being placed on the convicted vendor list. Submit a statement fully describing any violations of this statute by members of the interested firm or its joint venturers.</p>	
<p>4. No Contingency Fees: By responding to this solicitation, each firm warrants that it has not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the firm, to secure a contract pursuant to this solicitation.</p>	



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<p>Evaluation Criteria –</p> <p>Legal Requirements</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>For Breach or violation of this provision, County shall have the right to reject the firm’s response or terminate any agreement awarded without liability at its discretion, or to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration. Submit an attesting statement warranting that the Responder has not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the firm, to secure an agreement pursuant to this solicitation.</p>	
<p>5. The Broward County Living Wage Ordinance 2008-45, as amended, (“Living Wage Ordinance”) applies to the contract. In accordance with the living wage ordinance, certain employers who do business with the County shall pay a living wage to its employees who work on service contracts providing covered services identified under the living wage ordinance. (Attachment L).</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>6. DRUG FREE WORKPLACE:</p> <p>1. Do you have a drug free workplace policy?</p> <p>2. If so, please provide a copy of your drug free workplace policy in your proposal.</p> <p>3. Does your drug free workplace policy comply with Section 287.087 of the Florida Statutes?</p> <p>4. If your drug free workplace policy complies with Section 287.087 of the Florida Statutes, please complete the Drug Free Workplace Policy Certification Form. (Attachment M)</p> <p>5. If your drug free workplace policy does not comply with Section 287.087 of the Florida Statutes, does it</p>	<p>1. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>4. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>5. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>



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<p>Evaluation Criteria –</p> <p>Legal Requirements</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (1989), who is an officer or director of, or had a material interest in, the vendor’s business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.</p>	
<p>8. Scrutinized Companies List Certification: Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than \$1 million. The certification form is referenced as “Scrutinized Companies List Certification” (Attachment O) and should be completed and submitted with your proposal but must be completed and submitted prior to award.</p>	



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<p>Evaluation Criteria –</p> <p>Tiebreaker Criteria</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. Furthermore, to receive credit for a tiebreaker criterion, each entity forming the joint venture must meet the tiebreaker criteria. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>LOCATION in BROWARD COUNTY</p> <p>1. Is your firm located in Broward County?</p> <p>2. Does your firm have a valid current Broward County Local Business Tax Receipt?</p> <p>3. Has your firm (a) been in existence for at least six (6) months prior to the proposal opening (b) providing services on a day to day basis (c) at a business address physically located within the limits of Broward County (d) in an area zoned for such business and (e) the services provided from this location are substantial component of the services offered in the firm's proposal? If so, please provide the interested firm's business address in Broward County, telephone number(s), email address, evidence of the Broward County Local Business Tax Receipt and complete the attached Local Vendor Certification Form. (Attachment P)</p> <p>Failure to provide a valid Broward County Local Business Tax Receipt and the attached notarized Certification Form in your proposal shall prevent your firm from receiving credit under Broward County's tiebreaker criteria of Section 21.31.d of the Broward County Procurement Code and, if applicable, shall prevent your firm from receiving any preference(s) allowed under Broward County's Local Preference Ordinance.</p>	<p>1. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>2. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>



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<p>Evaluation Criteria – Tiebreaker Criteria</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. Furthermore, to receive credit for a tiebreaker criterion, each entity forming the joint venture must meet the tiebreaker criteria. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>DOMESTIC PARTNERSHIP ACT</p> <p>1. Do you have a domestic partnership program?</p> <p>2. If so, please provide a copy of your domestic partnership program in your proposal and complete Attachment F “Domestic Partnership Certification Form.”</p> <p>Failure to provide a notarized Certification Form indicating in your proposal shall prevent your firm from receiving credit for having such a program under Broward County's tiebreaker criteria of Section 21.31.d of the Broward County Procurement Code.</p> <p>3. Does your domestic partnership program provide benefits which are the same or substantially equivalent to those benefits offered to other employees in compliance with the Broward County Domestic Partnership Act of 2011, Broward County Ordinance # 2011-26, as amended?</p> <p>Failure to provide a notarized Certification Form in your proposal indicating that the company provides domestic partnership benefits which are the same or substantially equivalent to the requirements of the Broward County Domestic Partnership Act of 2011, Broward County Ordinance # 2011-26, as amended, shall prevent your firm from receiving any preference(s) allowed under the Act if applicable to this solicitation.</p>	<p>1. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>2. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>



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<p>Evaluation Criteria – Tiebreaker Criteria</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. Furthermore, to receive credit for a tiebreaker criterion, each entity forming the joint venture must meet the tiebreaker criteria. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>VOLUME OF WORK OVER FIVE YEARS</p> <p>Vendor that has the lowest dollar volume of work previously awarded by the County over a five (5) year period from the date of the submittal will receive the tie breaker preference. The work shall include any amount awarded to any parent or subsidiary of the vendor, any predecessor organization and any company acquired by the vendor over the past five (5) years. If the vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Volume of work also includes Purchase Orders, Change Orders and Work Authorizations.</p> <p>If applicable complete Attachment Q. (Report only amounts awarded as <u>Prime Vendor</u>) To be considered for the Tie Break preference, this completed Attachment Q must be included with the RFP Submittal Response at the time of the opening deadline.</p>	<p>\$</p>

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Required Forms to be Returned

(Forms that follow this Title Page that need to be returned, i.e. Attachments E, F, G, etc.)

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Attachment "E" - Vendor's List
(Non-Certified Subcontractors and Suppliers Information)

THIS FORM SHOULD BE SUBMITTED WITH THE RFP; HOWEVER, IT MUST BE SUBMITTED WITHIN THREE BUSINESS DAYS OF COUNTY'S REQUEST.

Provide this information for any sub vendor(s) who will provide a service to the County for this solicitation. This includes major suppliers as well.

Form section 1: 1. Firm's Name: 2. Firm's Address: 3. Firm's Telephone Number: Firm's Email Address: 4. Contact Name and Position: 5. Alternate Contact Name and Position: 6. Alternate Contact Telephone Number: Email Address: 7. Bid/Proposal Number: Contracted Amount: 8. Type of Work/Supplies Bid: Award Date:

Form section 2: 1. Firm's Name: 2. Firm's Address: 3. Firm's Telephone Number: Firm's Email Address: 4. Contact Name and Position: 5. Alternate Contact Name and Position: 6. Alternate Contact Telephone Number: Email Address: 7. Bid/Proposal Number: Contracted Amount: 8. Type of Work/Supplies Bid: Award Date:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Table with 3 columns: Signature, Title, Date

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.



Attachment "F" - Domestic Partnership Certification

NOTE: This Form must be completed in order to be considered for a contract award.

Additionally, in order to receive credit for "tie breaker" purposes, this Form must be returned with the RFP submittal at the time of the opening.

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: (Please check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award
4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: (Please check only one below).
- The Vendor's price proposal for the initial contract term is \$100,000 or less.
- The Vendor employs less than five (5) employees.
- The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- The Vendor does not provide benefits to employees' spouses.
- The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)
- The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

I, _____ of _____
(Name) (Title) (Vendor)

hereby attests that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Print Name
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20__

STATE OF _____ COUNTY OF _____

My commission expires:

_____(SEAL) (Print, type or stamp commissioned name of Notary Public)

Personally Known _____ or Produced Identification _____ Type of Identification Produced: _____



Attachment "G" - Lobbyist Registration - Certification

This certification form should be completed and submitted with your proposal. If not included with the RFP submittal at the time of the RFP opening deadline, the Lobbyist Certification Form must be completed and returned by a date and time certain established by the County.

The Vendor, by virtue of the signature below, certifies that:

- a. It understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances; and
b. It understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

Based upon these understandings, the vendor further certifies that: (Check One)

- 1. It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified..
2. It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.
3. It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Print Name of Lobbyist Print Lobbyist's Firm
Print Name of Lobbyist Print Lobbyist's Firm
(Vendor Signature)
(Print Vendor Name)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by
(Name of person whose signature is being notarized) as (Title) of

(Name of Corporation/Company) known to me to be the person described herein, or who produced
(Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC: My commission expires:
(Signature)
(Print Name)



Attachment "H" - Employment Eligibility Verification Program
Contractor Certification

On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward County as a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at

http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

The County has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the "Memorandum of Understanding" with DHS and -Executive Order 11-02, any Contractor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned Contractor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the Contractor to perform the work under this contract.
(2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to Broward County within seven days of request from the County.
(3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
(4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
(5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
(6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the County within seven days of County's request.

(Contractor's Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

by _____ (Name of person whose signature is being notarized)

as _____ (Title) of _____ (Name of Corporation/Company),

known to me to be the person described herein, or who produced _____ (Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

My commission expires: _____



Attachment "I" - Litigation History

<p>RFP#: _____</p> <p>MATERIAL CASE SYNOPSIS</p>	<p><input type="checkbox"/> Vendor : _____</p> <p><input type="checkbox"/> Vendor's Parent Company: _____</p> <p><input type="checkbox"/> Vendor's Subsidiary Company: _____</p> <p><input type="checkbox"/> Vendor's Predecessor Organization: _____</p>
<p>Party</p>	<p>Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/></p>
<p>Case Name</p>	
<p>Case Number</p>	
<p>Date Filed</p>	
<p>Name of Court or other tribunal</p>	
<p>Type of Case</p>	<p>Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/></p> <p>Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/></p>
<p>Claim or Cause of Action and Brief description of each Count</p>	
<p>Brief description of the Subject Matter and Project Involved</p>	
<p>Disposition of Case</p> <p>(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</p>	<p>Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/></p> <p>Judgment Vendor's Favor <input type="checkbox"/></p> <p>Judgment Against Vendor <input type="checkbox"/></p> <p>If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Opposing Counsel</p>	<p>Name:</p> <p>Email:</p> <p>Phone number:</p>

NAME OF COMPANY: _____



Attachment "J" - Insurance Requirements

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt, State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 500 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD <i>Coverage must remain in force until written final acceptance by County</i>	Maximum Deductible: \$10 K DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
	Maximum Deductible: \$10 K CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</small> REFERENCE: Paratransit Service Transportation - BCT			
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Reneca Maharaj- BCT		Digitally signed by FRANCISCO VASQUEZ DN: cn=FRANCISCO VASQUEZ, ou=Organization BCT, RM, Users, serial=broward, c=US Date: 2014.02.28 16:48:27 -0500 <hr/> FRANCISCO VASQUEZ Risk Management Division	

Revised 2013



Attachment "K" - Cone of Silence Certification

The undersigned vendor hereby certifies that:

- 1. the vendor has read Broward County's Cone of Silence Ordinance, Section 1-266, Article xiii, Chapter 1 as revised of the Broward County Code; and
2. the vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Evaluation Committee (for Requests for Proposals - RFPs) or Selection Committee (for Request for Letters of Interest - RLIs) for communication regarding this RFP/RLI with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
3. the vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

(Vendor Signature)

(Print Vendor Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this day of , 20, by

as of (Name of person whose signature is being notarized) (Title)

known to me to be the person described herein, or who produced (Name of Corporation/Company)

as identification, and who did/did not take an oath. (Type of Identification)

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires:



Attachment "L" - Living Wage Ordinance
Supplemental Special Instructions to Proposers
Request for Proposal (RFP)

The following is a summary of requirements contained within **Broward County Ordinance 2008-45, as amended ("Living Wage Ordinance")**. This summary is not all-inclusive of the requirements of the Living Wage Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.

For further information about Proposer's obligations under the Living Wage Ordinance, an electronic version of the full Living Wage Ordinance may be obtained from the Purchasing Division's website at <http://www.broward.org/purchasing/> by clicking on "Living Wage Information" or by going to www.municode.com/resources/gateway.asp?pid=10288&sid=9.

The Proposer, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the following requirements. By submitting a proposal pursuant to these procurement specifications, a Proposer is hereby agreeing to comply with the provisions of the Living Wage Ordinance and acknowledges awareness of the penalties for non-compliance.

I. LIVING WAGE REQUIREMENT:

- A. All covered employees, including those of the Proposer's subcontractors, providing services pursuant to the Proposer's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Proposer and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits. To comply with this requirement, the notarized compliance affidavit, **Living Wage Ordinance Compliance Affidavit, Attachment L, Exhibit 1** of this proposal attachment, should be returned with the proposal but must be received prior to award.
- B. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Proposers shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a proposal for a subcontract under this contract, prior to their submitting a proposal to the Proposer.
- D. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

**Attachment "L" (CONTINUED)
Living Wage Ordinance**

**Supplemental Special Instructions to Proposers
Request for Proposal (RFP)**

II. LIVING WAGE - INDEXING:

The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.

III. SANCTIONS FOR UNPAID WAGES:

In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a Contractor by requiring the Contractor to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.

IV. PAYROLL; BASIC RECORDS; REPORTING:

A. Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service Contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.

B. The covered employer shall submit the payroll information required every six months, to the applicable agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.

C. **Exemption:** The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six (6) months from the Director of Purchasing under the conditions set forth in the **Application for Exemption, Attachment L, Exhibit 2** of this proposal attachment.

V. SUBCONTRACTS:

Covered employees of Proposer's subcontractors, providing covered services pursuant to the Proposer's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Proposer shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the sub-contractors to include these clauses in all other subcontracts. The Proposer shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

VI. COMPLAINTS AND HEARINGS; TERMINATION AND DEBARMENT:

If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedures. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

**Attachment "L"
(CONTINUED)
Living Wage Ordinance**

EXHIBIT 1

**BROWARD COUNTY
LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT
(This certification must be provided prior to award of the contract)**

Covered Employer:					
Address:					
Phone Number:			Local Contact:		
Proposal/Contract Number:			Address:		
Contract Amount:			Phone Number:		
Department Served:					
Brief Description of Service Provided:					
<p><u>Please check one:</u> By signing below I hereby certify that the covered employees listed below:</p> <p>A. ___ Receive a minimum pay of \$_____ per hour and are provided health benefits valued at \$_____ per hour.</p> <p>B. ___ Receive a minimum pay of \$_____ per hour and are not provided health benefits.</p>					
Provide names of employees and job classifications providing covered services for the above referenced contract:					
Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
(Attach additional sheets in the format above, if needed)					
I, _____ of _____ hereby attest that					
(Name)	(Title)		(Company)		
(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that it shall:					
Pay all employees working on this contract/project, who are covered by the Broward County Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;					
Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and					
(IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended.					
		_____ Signature			
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of 200____					
STATE OF _____		COUNTY OF _____			
_____ Notary Public		My commission expires: _____			
(Print, type or stamp commissioned name of Notary Public)					
Personally Known _____ or Produced Identification _____					
Type of Identification Produced: _____					

**Attachment "L" (CONTINUED)
Living Wage Ordinance**

**EXHIBIT 2
Application for Exemption from Living Wage Ordinance Reporting Requirements**

In accordance with Broward County Ordinance No. 2008-45, as amended, "Living Wage Ordinance" (LWO), all covered employers are subject to the LWO requirement for payroll reporting unless an exemption applies and has been granted. Covered employers may submit this affidavit with their proposal or proposal to apply for an exemption from these reporting requirements. **Exemptions based on the categories listed below may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer. To request an exemption, the covered employer must submit their exemption application prior to award.**

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____
Contact Person: _____
Company
Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND CONTRACT INFORMATION

Using Agency: _____
Proposal/Contract #: _____
Contract Title: _____
Name of Agency Contact: _____
Agency Contact Phone: _____
Proposal/Contract Amount: \$ _____
Start Date: _____ End Date: _____
Purpose/Service Provided: _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

- (LWO 26.103(e)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

Required documentation: Provide or attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

- (LWO 26.103(e)(2); Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

Required documentation: A copy of the CBA or other contractual agreement must be submitted with this application with the controlling language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, _____ of
(Name) (Title)

_____ hereby attest that
(Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

Signature

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of 200__

STATE OF _____ COUNTY OF _____

_____ My commission expires: _____
Notary Public

(Print, type or stamp commissioned name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____



Attachment "M" - Drug Free Workplace Policy Certification

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT:

1. THE VENDOR HAS A DRUG FREE WORKPLACE POLICY AS IDENTIFIED IN THE COMPANY POLICY ATTACHED TO THIS CERTIFICATION.

AND/OR

2. THE VENDOR HAS A DRUG FREE WORKPLACE POLICY THAT IS IN COMPLIANCE WITH SECTION 287.087 OF THE FLORIDA STATUTES.

AND/OR

3. THE VENDOR HAS A DRUG FREE WORKPLACE POLICY THAT IS IN COMPLIANCE WITH THE BROWARD COUNTY DRUG FREE WORKPLACE ORDINANCE # 1992-08, AS AMENDED, AND OUTLINED AS FOLLOWS:

- (a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
(b) Establishing a continuing drug-free awareness program to inform its employees about:
(i) The dangers of drug abuse in the workplace;
(ii) The offeror's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
(d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
(i) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
(e) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
(i) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. THE VENDOR DOES NOT CURRENTLY HAVE A DRUG FREE WORKPLACE POLICY BUT IS WILLING TO COMPLY WITH THE REQUIREMENTS AS SPECIFIED IN NO. 3

(VENDOR SIGNATURE)

(PRINT VENDOR NAME)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this day of , 20, by

as of (Name of person whose signature is being notarized) (Title)

known to me to be the person described herein, or who produced (Name of Corporation/Company)

as identification, and who did/did not take an oath. (Type of Identification)

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires:



Attachment "M" (CONTINUED)

Federal Transit Administration Drug and Alcohol Testing Program Compliance Certification

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that Contractor, and its subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations."¹

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the state oversight agency (the Florida Department of Transportation), or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the management information system (mis) reports no later than February 15) to the County.

To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor



Attachment "N" - Non-Collusion Statement Form

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

<u>NAME</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Vendor Signature)

(Print Vendor Name)

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

(Form is to be signed even if no names are listed)



Attachment "O" - Scrutinized Companies List Certification

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

(Print Name and Title)

(Name of Firm)

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by ___ (name of person whose signature is being notarized) as ___ (title) of ___ (name of corporation/entity), known to me to be the person described herein, or who produced ___ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

State of ___ at Large (SEAL)

(Print name)

My commission expires: ___



Attachment "P" - Local Vendor Certification
Tiebreaker Criteria
(or Local Preference if Applicable)

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT:

1. THE VENDOR IS A LOCAL VENDOR IN BROWARD COUNTY AND HAS A VALID BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT WHICH IS ATTACHED TO THIS CERTIFICATION

AND

2. THE VENDOR IS A LOCAL VENDOR IN BROWARD COUNTY AND:

- (a) Has been in existence for at least six (6) months prior to the proposal opening;
(b) Provides services on a day to day basis at a business address physically located within the limits of Broward County and in an area zoned for such business; and
(c) The services provided from this location are a substantial component of the services offered in the vendor's proposal.

AND/OR

3. THE VENDOR IS A LOCAL VENDOR IN BROWARD OR MIAMI-DADE COUNTY AND HAS A VALID CORRESPONDING COUNTY LOCAL BUSINESS TAX RECEIPT WHICH IS ATTACHED TO THIS CERTIFICATION AND:

- (a) Has been in existence for at least ONE YEAR prior to the proposal opening;
(b) Provides services on a day to day basis at a business address physically located within the limits of Broward or Miami-Dade County and in an area zoned for such business; and
(c) The services provided from this location are a substantial component of the services offered in the vendor's proposal.

(VENDOR SIGNATURE)
(PRINT VENDOR NAME)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by
(Name of person whose signature is being notarized) as (Title) of

(Name of Corporation/Company) known to me to be the person described herein, or who produced

(Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)
(Print Name)

My commission expires: _____



Attachment "Q" - Volume of Work Over Five Years

**Tie Breaker Criteria
Broward County Projects**

The work shall include any amount awarded to any parent or subsidiary of the vendor, any predecessor organization and any company acquired by the vendor over the past five (5) years. If the vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. **(Report only amounts awarded as a Prime Vendor including any Amendments, Purchase Orders, Change Orders and Work Authorizations) IF no work has been performed, show a Grand Total of \$0**

Item No.	Project Title	Solicitation Contract Number Bid – Quote – RLI - RFP	Broward County Department or Division	Date Awarded	Awarded Dollar Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				Grand Total	



Attachment "R" - Proposal Bond

This form must be completed and submitted at time of Submittal for vendor to be deemed responsive.

BY THIS BOND, we _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called County, in the Amount of twenty-five thousand dollars (\$25,000) for the payment whereof Contractor and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the County is seeking to contract with a firm (registered with the Florida Department of State, Division of Corporations) for the County agencies; and

WHEREAS, the County is utilizing a request for proposals (RFP) solicitation process for this project and Contractor in response to RFP No. C1231306P1 agrees and is bound that:

The CONDITION OF THIS BOND is that if:

Contractor submits a timely proposal in response to the County's RFP process; THEN THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT UNTIL CONTRACT AWARD. If the Contractor is awarded the contract, but fails to enter into the contract, (including providing a Payment Guaranty, evidence of insurance, and other requirements stated herein) then the Contractor and surety, jointly and severally, shall be liable to the County for the full sum herein stated which shall be due and payable to the County immediately upon demand of the County, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said Contractor; OTHERWISE THE BOND SHALL REMAIN IN FULL FORCE AND EFFECT.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein; and

In the event suit is brought upon this bond by the County, surety shall pay reasonable attorneys' fees and costs incurred by the County in such suit.

Attachment "R" - Bond (CONTINUED)

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

Secretary
(CORPORATE SEAL)

(Name of Corporation)

By _____
(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____



Attachment "T" - Pricing Sheets

Instructions

PRICING SHEETS ARE POSTED SEPARATELY AS EXCEL SPREADSHEETS AND ARE TO BE COMPLETED AS DIRECTED AND WITHOUT MODIFICATION AND RETURNED AS PART OF THE RFP SUBMITTAL PRIOR TO THE RFP DEADLINE FOR SUBMISSION. FAILURE TO FILL OUT THE PRICE SHEETS AS DIRECTED AND WITHOUT MODIFICATION MAY RESULT IN A DETERMINATION THAT YOUR PROPOSAL IS NON-RESPONSIVE.

PRICING PROPOSAL INSTRUCTIONS:

General Instructions:

1. The Vendor must fill in and complete Pricing Sheet (**Attachment T**) and submit with its proposal. Failure to complete and timely submit the price sheets as directed may result in Vendor being determined non-responsive, in accordance with Section 2 of Responsiveness Criteria.
2. The Vendor must also include its supporting details for each line item on Pricing Sheet. This will include the significant cost assumptions used to estimate proposed pricing, including, but without limitation the: number and classification of personnel, estimated number of labor hours, hourly rates for personnel, material and supplies expenses, overhead, fringe, and profit rates. Failure to complete and timely submit the such supporting details as directed may result in Vendor being determined non-responsive, in accordance with Section 2 of Responsiveness Criteria.
3. Vendor must account for any price escalations for labor, fuel, equipment, etc. in price proposal; no separate price escalation clause will be available for awarded Vendors.
4. Vendor must verify all numbers and subtotals provided in Excel file and is responsible for accuracy of numbers submitted.
5. If there are mathematical errors or inconsistencies between **Attachment T** and the supporting details submitted, Pricing Sheet (**Attachment T**) will prevail. Any mathematical errors may be corrected by the County. All totals/subtotals in **Attachment T**, will be verified by the County.
6. **Attachment T** will be used for purposes determining the assigned points. The supporting details will be the basis to determine the reasonableness of the price proposal. Upon award, the negotiated fixed monthly fee and per trip rate, based on supporting price proposal and supporting details will be the basis of payment.

Definitions:

For purposes of this price proposal, the following shall apply:

1. Capital Expense –
 - a. Equipment/Vehicle - acquisition and related costs incurred for equipment and/or vehicles having a unit cost in excess of \$5,000 and a useful life of at least one year. Also, equipment having a useful life of at least one year and, while costing less than \$5,000 per unit, which are acquired in quantities totaling in excess of \$10,000

(typically, multiple unit procurements such as personal computers, vehicle communications systems, etc.). Related costs may include inspection, testing, and freight costs. For equipment acquired in subsequent years of the agreement, the expenses are to be amortized for the useful life of each asset and billed for whatever portion of the amortized period coincides with the remainder of the term of the agreement (i.e. 4 years, 3 years, 2 years, 1 year, or portions thereof). Any remaining amortized Capital Expenses that extend beyond the initial Term of the Contract and any renewal terms thereafter, are not reimbursable by the County.

- b. Buildings/Property - the acquisition of, lease of, and/or improvements (with a cost >\$ 10,000) to, the Contract Facility(ies) expenses are to be billed in equal monthly increments over the term of the Contract (or remaining portion thereof). Any Building/Property related Capital Expenses that extend beyond the initial Term of the Contract and any renewal terms thereafter, are not reimbursable by the County.

Section 1 – Mobilization Expenses (Capital)

- 1. Capital Mobilization Expenses: capital expenses, incurred during mobilization, including any other capital expenses (“Other”) that the Vendor can identify, are to be supplied and summarized on **Attachment T**. This subtotal of capital mobilization expenses will be amortized during the first Contract Year of the Contract, over twelve monthly equal payments.

Section 2 – Mobilization Expenses (Non Capital)

- 1. Non-Capital Mobilization Expenses: non-capital mobilization expenses, including any other non-capital expenses (“Other”) that the Vendor can identify, are to be supplied and summarized on **Attachment T**. The mobilization expenses shall be estimated for a two month period. The non-capital mobilization expenses will be reimbursed during in the first month of the commencement of Services, for only the time mobilized.

Section 3 - Fixed Expenses per Month (Administrative and Overhead)

- 1. The categories of expenses, along with any other contract specific cost elements that the Vendor can identify (“Other”), are to be supplied, per Contract Year. A monthly average is calculated for the fixed expense per month (for payment terms).

Section 4 – Fixed Price Per Registered Passenger Trip

- 1. The following categories of expense, along with any other Contract specific cost elements that the Vendor can identify, are to be supplied, per Contract Year.
- 2. Vendor may use identified estimated quantities of trips listed for information purposes. The per Trip rate will be negotiated and will be the basis of payment for actual Trips completed once awarded.

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Attachment "U"- Self-Certification: Owner Ethnicity/Gender (Optional)

The information requested is voluntary and not a requirement to respond to a Broward County solicitation. However, in the event that your company becomes the recommend vendor for award, this information will be required prior to award. Recommended vendor for award must submit within three business days of County's request.

In order for the County to ensure that all prospective vendors have an equal opportunity to participate in County procurements, the following information is requested regarding each prospective vendor. Please read the following and determine which is applicable.

The following gender applies to the primary owner of firm:

- Female Male Equally-Owned (Female and Male)

The following ethnicity applies to the primary owner of firm:

- African American/Black/Afro-Caribbean Native American
Asian Pacific Subcontinent Asian
Caucasian/White Other
Hispanic/Latino

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

(Vendor signature)

(Print Vendor Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this day of, 20, by

(Name of person who's signature is being notarized) as (Title) of

(Name of Corporation/Company) known to me to be the person described herein, or who produced

(Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

My commission expires:

(Print Name)

EXHIBIT 1 – Detailed Scope of Work

Abbreviations and Definitions

For the purposes of this Request for Proposal the following terms shall be defined as follows:

1. “Agency”: means non congregate service centers in the Service Area.
2. “Agency Trips”: means Multi- load or Group Trips performed to County designated Agency sites.
3. “Accident”: means an event which results in property damage and/or injury to a person.
4. “ADA Complementary Paratransit”: means comparable public transportation services required by the ADA for qualified individuals with disabilities who are unable to use fixed route transportation services.
5. “ADA Trip”: means a one-way trip provided to a Client certified as eligible under the guidelines of the ADA.
6. “Ambulatory”: means any person who can enter, occupy, and exit as a passenger a motor vehicle with limited assistance and does not require the use of special equipment such as a wheelchair, scooter, or wheelchair or scooter lift/ramp.
7. “Americans with Disabilities Act of 1990 (ADA)”: means the civil rights act signed into law on January 26, 1990, as public law 101-336, 42 U.S.C. 12101, et seq., as it is currently enacted and as may be amended from time to time.
8. “Annual Operating Report”: means an annual report prepared by the Community Transportation Coordinator detailing the designated areas operating and performance statistics for the most recent operating year.
9. “Arrival”: means the vehicle is at a complete stop, the Driver has performed the arrival on the Mobile Data Computer, and the Driver is at the door announcing their arrival.
10. “Billable Trip”: means each trip for which Contractor is entitled to receive a per trip reimbursement rate. Billable trips include the transport of clients only. Billable trips do not include trips taken by personal care attendants or companions.
11. “Board”: means the Broward County Board of County Commissioners of Broward County, Florida.
12. “Call Center”: means the central call taking facility responsible for accepting calls from clients, scheduling Trips and providing to Contractor a list of Trips to be accomplished. The Call Center, in county’s sole option, shall be operated by either County personnel or the County may utilize a third party to perform the functions.
13. “Cancellation”: means any scheduled trip canceled by the client at least two hours prior to the start of the scheduled pick up window.

14. Chapter 41-2, Florida Administrative Code: refers to the rules adopted by the Commission for the Transportation Disadvantaged to implement the provisions established in chapter 427, Florida statutes, as currently enacted or as may be amended from time to time.
15. "Chapter 427, Florida Statutes": refers to the Florida statute establishing the Commission for the Transportation Disadvantaged and prescribing its duties and responsibilities as currently enacted or as may be amended from time to time.
16. "Client": shall mean an individual determined eligible to receive ADA Paratransit Services or an individual meeting the criteria established by County for Transit Disadvantaged Trips.
17. "Community Transportation Coordinator (CTC)": means a transportation entity recommended, consistent with Chapter 427, Florida Statutes to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area.
18. "Companion (Guest)": means a person, other than a Personal Care Attendant, traveling with an eligible Client, traveling at the same time, having the same origin and destination as the client.
19. "Complaint (Service Complaint)": means a service related incident as reported to the paratransit client services staff. Examples of complaints include, but are not limited to, the following: denial of service, late pick-ups, client behavior, Driver behavior, and passenger discomfort.
20. "Complaint Ratio": means the number of complaints per every one thousand (1,000) trips completed.
21. "Computerized Trip Management System (CTMS)": means a system comprised of the following components: a networked software package for real time paratransit scheduling and dispatch, a file server, workstations, data communication equipment (routers, hubs, modems, adapter cards, cabling, etc.) and associated data (e.g., gis map, client, trip, destinations, etc.).'
22. "Contractor": means the vendor(s) or firm(s) that has entered into an agreement to provide Paratransit Services with Broward County.
23. "Contract Administrator": means the Broward County Administrator, the Director of the Broward County Transportation Department or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with the Contractor and to manage and supervise execution and completion of the scope of services and the terms and conditions of the contract as set forth herein. In the administration of the contract, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the scope of services.
24. "Contract Year" : means the date of the commencement of Service.
25. "Coordination": means the arrangement for the provision of transportation services to the Transportation Disadvantaged in a manner that is cost effective, efficient, and reduces fragmentation and duplication of services. Coordination is not the same as Total Consolidation of Transportation and Transportation Disadvantaged services.

26. "County": means Broward County, a political subdivision of the state of Florida.
27. "County Administrator": means the administrative head of County appointed by the Board.
28. "County Attorney": means the chief legal counsel for County appointed by the Board.
29. "County Event Trips": means those trips scheduled by County staff for individuals involved with special County activities. These may include, but are not limited to, advisory board meetings, public hearings, ADA eligibility and appeals transportation, other special activities, large public events, special needs transportation, natural emergencies and special events.
30. "Dedicated Fleet": means Vehicles used for the exclusive use of providing Paratransit Services and as approved and inspected by the County.
31. "Demand Response Transportation": means a transportation service characterized by flexible routing and scheduling of relatively small Vehicles to provide Door-to-Door transportation in response to requests from clients or their agents.
32. "Demand Trips": means those trips in which an individual calls to schedule a trip. Reservations shall be made according to the County's reservation policies.
33. "Denial/Refusal of Service": means any ride request that cannot be accommodated within the guidelines outlined in the contract. Denial of service for ADA clients is not permitted.
34. "Dispatcher": means the person(s) responsible for having every scheduled run leave from the designated originating location on time, maintaining schedules, and monitoring of the work force and work load on a minute-by-minute basis.
35. "Door-To-Door Service": means transportation service which requires the Driver to assist the client(s) from the main accessible door at the point of origin to the main accessible door of the point of destination. This does not include lifting of any client(s) and does not include going above 1st floor.
36. "Driver(s)": means all Driver(s) providing services for the Contractor under the contract for Paratransit Services.
37. "Dwell Time or Waiting Time": means the amount of time a Driver shall be required to wait for a client at a pick-up location.
38. "Excessive Trip Length": means a one-way trip wherein the ride exceeds the comparable time a similar trip would take if traveled by fixed route bus service, including appropriate transfer and walk to bus stop time. Rides provided where client ride time exceeds ninety (90) minutes, except in cases of extreme long distance, shall be deemed excessive.
39. "FDOT": means the Florida Department of Transportation.
40. "FTA": means the Federal Transit Administration.
41. "Fixed Route (Fixed Schedule)": means a system of transporting individuals on a vehicle that is operated along a prescribed route according to a fixed schedule.

42. "Group Trip": means a Trip in which a vehicle is used to transport four or more revenue Clients from a common origin address to a common destination address.
43. "Guest": See "Companion."
44. "In Service": means the period of time a vehicle begins the route to provide transportation service to a client until the time the route is completed.
45. "Incident": means an accident, any moving violation for which the Contractor's Driver is issued a citation, or any event that occurs while the Contractor is providing service that requires the intervention of the County, Contractor, or other governmental agencies.
46. "Late Arrival (Late Pickup or Late Trip)": means the Driver arrives at the Client's pick-up location after the end of the scheduled Pick-Up Window or arrives at the drop-off location after the requested appointment time.
47. "Late Trip": occurs if the vehicle arrives at the pick-up location more than 30 minutes after the start of the Pickup Window or arrives at the drop-off location more than 10 minutes after the requested appointment time.
48. "Local Coordinating Board": means an advisory entity locally known as the Local Coordinating Board for Transportation Disadvantaged Services (LCB), composed of representatives appointed by the Broward Metropolitan Planning Organization (BMPO) to provide assistance to the Community Transportation Coordinator (CTC), relative to the coordination of transportation services.
49. "Missed Trip": is a trip that is not completed and includes each instance where a Vehicle either: (1) never arrives at a pick-up location; or (2) arrives at a pick-up location after the end of the scheduled Pick up Window and the client either cancels at the door or is not present.
50. "Mobility Aids": means a device or animal used by a person to facilitate travel, including, but not limited to: a Personal Care Attendant, wheelchair, scooter, walker, cane, or a service animal such as, but not limited to, a guide dog.
51. "Multi-Load Trips": means Trips in which three or more Billable Trips are picked up at multiple origin addresses and dropped at a common destination address, or Trips in which three or more billable trips are picked up at a common origin address and dropped at multiple destination addresses.
52. "Next Day Service": (as required by ADA regulations) means a Trip provided on a particular day in response to a request for service made by 5:00 p.m. the day preceding the day of travel.
53. "No-Show Client": means failure of a Client to be ready to board a vehicle at the designated pick-up location within five (5) minutes of the arrival of the vehicle during the Pick-Up Window. This Trip will be coded as NSC (No-Show Client) in CTMS.
54. "No Show Provider": means a Contractor does not transport a Client for a scheduled Trip due to the vehicle arriving after the Pick-Up Window and the Client cancels the Trip and/or refuses to board; or the vehicle never arrives at the pick-up location. This Missed Trip will be coded as NSP (No-Show Provider) in CTMS.

55. "Non-Ambulatory": means any person who is mobility-impaired, uses a mobility device such as a wheelchair or scooter and must be transported in a lift or ramp-equipped vehicle. Non-Ambulatory shall also include persons that do not use a mobility aid but are in need of a lift or ramp to enter and/or exit the vehicle.
56. "Nutrition Trips" :means Trips to congregate meal sites and day programs for seniors as designated Disability Resource Center/Meals-On-Wheels program and approved by the County.
57. "On Time Pick-Up and On Time Arrival": means the Vehicle arrives at the designated pick-up location within the Pick-Up Window as established by the CTMS or earlier.
58. "Passenger": means any person occupying either a passenger seat or a wheelchair tie-down berth in the vehicle. Passengers may be Clients, their Companions or Guests, or their Personal Care Attendants. See also: "Rider."
59. "Passenger Hours": means the number of hours each individual Passenger rides in the vehicle. This is a duplicated hourly count (i.e., if ten (10) passengers ride together for the (1) hour, there are ten (10) passenger hours).
60. "Passenger Miles": means the number of miles each passenger rides in the vehicle. This is a duplicated mileage count (i.e., if ten (10) people ride together for ten (10) miles, there are one hundred (100) passenger miles).
61. "Passenger Trip": means all Trips performed by Contractor, including Clients, their Companions or Guests, and Personal Care Attendants.
62. "Personal Belongings": means Passenger property that can be carried by the Passenger and safely stowed for transport with the Passenger. There is no charge for personal belongings. "Personal Belongings" do not include (for the purposes of this definition) wheelchairs, or personal assistive devices.
63. "Personal Care Attendant (PCA)": means someone who is designated, and/or employed specifically to help the eligible client meet their personal needs, including traveling. A PCA may always travel with an eligible client and shall not be required to pay a fare.
64. "Pick-Up Window": means the period of time as defined by county, in which a vehicle must arrive at a pre-arranged location. The pick-up window is currently defined by County as thirty (30) minutes and may be adjusted by County, at its sole discretion. See also: "On Time."
65. "Pre-scheduled Trip": means a requested Trip that has been pre-arranged using the call center.
66. "Revenue Hours": means the number of hours a vehicle is in service from the first Client pick-up address to the last Client drop-off address, excluding all Driver breaks, regardless of the number of Passengers on board at any given time.
67. "Revenue Miles": means the number of miles driven from the first Client pick-up address to the last Client drop-off address, excluding all miles traveled during Driver breaks, regardless of the number of Passengers on board at any given time.

68. "Rider": means any person occupying either a passenger seat or a wheelchair tie-down berth in the vehicle. Riders may be Clients, their Companions or Guests, or their Personal Care Attendants. See also: "Passenger."
69. "Routing": means the organizing of individual pick-ups and drop-offs to maximize multi-loading and the efficient utilization of Drivers and Vehicles without undue burden or excessive riding time for clients.
70. "Same Day Service": means service provided to a client on the same day a request for Paratransit Service is made. This shall include service that is provided to a Client who was not ready to travel at the original requested pickup time and requests a later pickup that day. For new requests, "Same Day Service" will only be accommodated on a space available basis.
71. "Scheduled Trip": means the status of a reservation upon its assignment to a route and the estimated Pick-Up Window for a Client based upon the Client's required arrival time or Pick-Up Window at a designated location has been determined.
72. "Services": means the specialized Paratransit Transportation Services as required herein.
73. "Service Animal": means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, Personal Care Attendant or Companion, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.
74. "Service Area": means the geographical area covered by as set forth in Exhibit 6 and shall include Broward County and limited areas (transfer points) in Miami Dade and Palm Beach Counties.
75. "Service Hours": means periods during which the Broward County Fixed Route system operates. Service Hours shall also include periods of emergency service or other periods at the request of the County.
76. "Standee": means a Client who is allowed to ride the lift on lift-equipped Vehicles without assistance from the Driver. A Companion or Personal Care Attendant may assist a Standee.
77. "Standing Order (Subscription)": means a series of Trips for which an individual goes to and from the same origin and destination, at the same time of day, at least twice a week for a minimum of four consecutive weeks and requests the Trip through a standing reservation rather than a daily request (also referred to as a "Subscription").
78. "Stranded Passenger": means a Client not picked up within thirty (30) minutes after the end of their Pick-Up Window.
79. "Subcontractor": means one who enters into a contract with Contractor to perform work required under the terms of the contract, if approved by the County.
80. "Subscription": Refer to "Standing Order."
81. "TOPS": means Broward County's paratransit program, also known as "Transportation Options."

82. "Transportation Disadvantaged (TD)": means those persons who, because of physical or mental disability, income status, or age, are unable to transport themselves, or to purchase transportation, and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk as defined in section 411.202, Florida Statutes, as currently enacted or as may be amended.
83. "Transportation Disadvantaged (TD) Trips": Pursuant to Chapter 427 Florida Statutes, Broward County, as CTC, is responsible for the coordination of funding and activities in providing transportation for TD-eligible clients. Trips under this category are TD Trips.
84. "Transportation Disadvantaged Service Plan (TDSP)": means the Transportation Disadvantaged Service Plan adopted by the BMPO.
85. "Transferable Passenger": means any person who transfers from a wheelchair or scooter to a vehicle seat with limited or no assistance, without requiring the use of special equipment or bodily lifting by the Driver. For these trips, the wheelchair shall be safely and securely stored in the interior of the vehicle.
86. "Trip": means a unit of service that is measured from the time a Driver begins Client service for a Client pick-up to the time when the Client is delivered to their destination. Each destination constitutes a trip. This unit of service is also referred to as a "one way trip".
87. "Trip Assignment": means the process of scheduling and assigning Trips to a Contractor based upon the most efficient usage of the fleet resources of all Contractors. The County's Trip scheduling software will optimize Trips based on rideshare clusters, vehicle amenities and routes with the most slack time to minimize impact on promise times and reduce roaming routes/deadhead miles subject to the preferences established by county for allocation of trips.
88. "Trip Sheet": means a record kept of specific information required by ordinance, rule, or operating procedure for a period of time worked by the Driver of a performing the Services required herein. This is also known as a Driver's log or manifest.
89. "Trip Types": means one or more of the following:
- a. County Special Trips
 - b. Demand Trips
 - c. Group Trips
 - d. Multi-Load Trips
 - e. Nutrition Site Trips
 - f. Subscription Trips
90. "Unauthorized Location": means a location outside the ADA Service Boundaries in effect at the time of the Trip, unless the Trip has been specifically authorized in writing by County.
91. "Unauthorized Passenger": means any Passenger not approved by the County to utilize Paratransit Services and/or any Passenger traveling contrary to the conditions limiting their utilization of Paratransit Services.
92. "Unauthorized Trip" :means any Trip performed which includes either an unauthorized Passenger or an unauthorized location.

93. "Vehicle or Vehicles": means the Vehicles leased to the Contractor to perform the Services provided for herein.
94. "Vehicle Hours": means the total number of hours a Vehicle is in service with or without Passengers aboard. This definition includes deadhead hours (hours to/from a base location at the beginning of the day and at the end of the service day), maintenance, and other non-revenue hours.
95. "Vehicle Miles": means the total number of miles driven by a Vehicle within a specified time period, with or without Passengers aboard. This definition includes deadhead (mileage to/from a base location at the beginning of the day and at the end of the service day), maintenance, and non-revenue miles.
96. "Will-Call": means a request for a return Trip not scheduled at the time the reservation was made.

I. Contractor Responsibilities

1. Contractor will serve as a provider of Services, which includes, but is not limited to, dispatching trips in coordination with Client reservations from the Call Center, adherence to the County's fare system, information technology administration, service operation, vehicle maintenance, repair and storage, vehicle inspection, hiring, training and management of all employees, statistical reporting as well as all other related tasks.
2. Service Level: The County will use best efforts to assign approximately fifty percent (50%) of service, measured in vehicle hours ("Service Level"). Trip distribution will be based on combining Trips to create the most efficient routes which may cause fluctuations in the daily percentages assigned.
3. Changes to Service Level: Each Contractor's Service Level may be tailored periodically to adjust to changing demand or in response to differences in performance among Contractors. Changes to Service Level will be made at the discretion of the County to provide the most efficient Paratransit Services in a manner which best serves Passengers and Clients.
4. Dispatching: Contractor(s) shall be responsible for all dispatching functions to ensure that the Services are delivered in compliance with the provisions herein. The County will provide the Contractor(s) with limited access to CTMS for these purposes. Contractor(s) are responsible for security and safe-keeping of any and all County supplied hardware physically located at the Contractor's location.
5. Contractor(s) shall not refuse service to any Client without prior approval and direction from the County. The County, in its sole discretion will make necessary determinations regarding an individual Client's eligibility status or suspension thereof, on a case-by-case basis.
6. Contractor(s) will coordinate with the County and the designated provider of Liquefied Petroleum (i.e. propane) to adhere to all local, State and Federal policies and regulations regarding the placement and maintenance of propane fuel and tanks at its location at all times

II. County Responsibilities

1. The County responsibilities include:
 - a. Procurement and purchase of Vehicles with Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC) capabilities, propane fuel and tanks, and Call Center services.
 - b. Call Center management includes but is not limited to, Trip eligibility determinations.
 - c. Management of Service complaints, which shall include but is not limited to, receipt of complaints, preliminary complaint investigation, and the coordination of responses with Project Manager, and the review and communication of appropriate responses to Clients.
 - d. Provide centralized server equipment and networking between the server(s), Call Centers, and Contractor(s), which shall include connectivity to CTMS for window dispatching functions.

- e. Data collected during the course of business by AVL and MDC systems, will be housed on the County's computer servers. The County will maintain the AVL and MDC systems during the Initial Term and any renewable terms thereafter.
- f. County shall promote communication and collaboration among the Paratransit Service providers, the Centralized Call Center, and the designated propane provider.

III. Service Area

The Service Area (Exhibit 6) may be revised from time to time at the sole discretion of the County. The County will provide the Contractor with advanced notice of any Service Area modifications.

IV. Service Schedule and Hours

- 1. **Hours and Days of Service**
Service will be provided 365 days a year, (366 on a leap year). Contractor(s) shall provide paratransit transportation throughout the Service Area during the regular hours of BCT's operations. The required hours are listed below and may be changed from time to time, at the sole discretion of the County.
- 2. Paratransit Service runs in accordance with the Broward County Fixed Route service schedule as follows:

Sunday:	6:45AM to 10:15PM
Monday	4:40AM to 12:40AM
Tuesday	4:40AM to 12:40AM
Wednesday	4:40AM to 12:40AM
Thursday	4:40AM to 12:40AM
Friday	4:40AM to 12:40AM
Saturday	4:40AM to 12:40AM

- 3. **Official Holidays**
Service will be provided on the below listed official holidays in accordance with schedule for Broward County Fixed Route bus service. All official holiday service shall run on a Sunday schedule of service.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

V. Description of Services

- 1. Services shall include Pre-scheduled Trips and, if capacity allows, Same Day Service requests provided to eligible persons within the Service Area. During all hours of Service, in order to maximize Service to eligible persons, additional service may include the use of both lift-equipped and non-lift equipped Vehicles. Services to be provided will be for County authorized passenger Trips only.
- 2. Each Contractor must be able to provide 50% of the estimated Total Trips herein listed however, that percentage is not a guarantee.

**Estimated Passenger Trips by Contract Year (CY)
CY 2015 TO CY 2019**

Fiscal Year	Ambi Trips	W/C Trips	Agency Trips	PCA/ Companion	Total Trips
CY 2015	251,670	97,136	66,229	26,492	441,527
CY 2016	257,962	99,564	67,885	27,154	452,565
CY 2017	264,411	102,053	69,582	27,833	463,879
CY 2018	271,021	104,605	71,321	28,529	475,476
CY 2019	277,797	107,220	73,104	29,242	487,363
Grand Total	1,322,862	510,578	348,122	139,249	2,320,810

*NOTE: The table above does include Personal Care Assistants and Companions, which account for approximately 6% of all ridership.

3. The Estimated Passenger Trips by Contract Year represent the County's best estimate of Passenger-Trips through CY 2019. The estimated number of Trips is based on past utilization and is an estimate only. The estimated number of Trips is not guarantee, commitment, or a promise regarding the number of Trips during any period of time.

VI. Client Eligibility and Registration

1. In order to be deemed as an "eligible" passenger or Client and registered for paratransit Service, applicants must meet TOPS paratransit eligibility criteria as established by the County. All applicants must submit a completed eligibility application for County review.
2. The County shall determine the eligibility status each applicant. The County, will determine whether an applicant is considered eligible, conditionally eligible, or ineligible. Once deemed eligible, the County shall notify and provide a valid passenger identification number to the Contractor(s) via the CTMS. Once entered in the CTMS as a "Client," Clients may call the Call Center to request a Trip.
3. A Contractor shall only transport those persons who have been approved as eligible Clients and registered by the County and their Personal Care Attendants or Companions that were scheduled at the time of the trip request.
 - a. Personal Care Attendant
 - i. One Personal Care Attendant (PCA) may ride with the eligible Client at the same time and from the same origin and to the same destination as the Client.
 - ii. PCA's do not pay the rider's fare and do not constitute a revenue (reimbursable) trip.
 - b. Companions/Guest
 - i. One Companion may travel with a Client in addition to a PCA.
 - ii. A Companion may only ride at the same time, and from the same origin and to the same destination as the Client.
 - iii. A Companion shall pay the same per Trip rider's fare as the Client
 - iv. Companion trips do not constitute a revenue (reimbursable) trip.
 - v. A Companion shall comply with all paratransit ride requirements.

- vi. Companions shall be allowed to have their own PCA ride with them.
- vii. A Companion's PCA shall not pay a rider's fare and do not constitute a revenue (reimbursable) trip.

VII. Driver Responsibilities

1. All Paratransit Service (with the exception of transfers) is provided from the threshold of the main building entrance of the Client's point of origin to the threshold of the main building entrance of the Client's destination. The Drivers shall exit the vehicle to assist a Client in boarding or deboarding at each pick-up and drop-off location over a maximum of one curb and/or one step if the Client is in a wheelchair (several steps if passenger is ambulatory).
2. Drivers are not allowed to carry any Passenger, except in case of an emergency evacuation. Drivers are not required to carry any Mobility Aids such as, but not limited to, walkers or canes etc.
3. Contractor(s) will make special arrangements for notifying a Client upon arrival at the pick-up location if the Client is visually and/or hearing impaired.
4. Drivers will comply with the County's fare policies.
5. Drivers will not accept tips and/or other gratuities
6. Drivers will not play broadcast band radios, satellite band radios, tape players or other sound generating devices unless approved and/or directed by TOPS.
7. Drivers will not smoke (this includes, but is not limited to cigarettes, cigars, electronic cigarettes, or pipes) on any vehicle.
8. Drivers will not chew tobacco on any vehicle.
9. Drivers will not operate any personal mobile devices, such as, but not limited to, cell phone, blue tooth, mp3, or computer on any vehicle.

VIII. Provision of Service

1. Contractor(s) shall keep the County informed regarding persistent scheduling difficulties, which are encountered under the terms of the contract.
2. All dispatching shall be provided by the Contractor from a central dispatch location utilizing the paratransit Software system, Automatic Vehicle Locator (AVL), and Mobile Data Computer (MDC). Radio contact with all Vehicles shall be maintained at all times while the Vehicle is in service.
3. Utilizing the paratransit Software system, AVL, and MDC, all dispatchers shall obtain, and provide an accurate estimated time of arrival (ETA) when a Client calls regarding late pickups.
4. Contractor(s) shall be responsible for provision of Paratransit Services, including dispatching, service operation, maintenance, vehicle inspection, hiring and training of all employees including, but not limited to, Drivers, ASE Certified mechanics, schedulers, dispatchers, etc. A Contractor shall not be permitted to broker transportation Services.

5. A system-wide dispatching function shall be provided by the Call Center to assist with capacity constraints on the day of service.
6. Drivers shall not allow animals (pets) on board Vehicles, with the exception of service Animals unless the animal(s) is in a travel cage that can be accommodated on the Client's lap.
7. Service Animals Requirements:
 - a. Service Animals will be transported with an eligible Client. Any animal identified and trained to be a Service Animal needed by a Client, PCA, or Companion to help with daily activities shall be transported.
 - b. Service Animals are not allowed to occupy seats.
 - c. Service Animals must be leashed and either kept on the floor of the vehicle or carried on the lap of the Client.
 - d. Service Animals are not reimbursable as a service trip.
 - e. Drivers shall not assist Service Animals.
8. Contractor(s) shall require Clients abide by the following regulations and policies:
 - a. Clients are allowed to travel with one companion or guest, unless otherwise directed by County and noted in clients CTMS profile. A PCA is neither a guest nor a Companion and cannot be restricted from traveling with the client nor Companion. PCAs and companions must travel to and from the same locations on the same Trip with the Client.
 - b. Infants and small children must ride in a federally approved child passenger restraint until they are at least 5 years old and weigh more than 40 pounds. Children weighing more than 40 pounds but less than 8 years old or less than 4'9" tall must ride in a booster seat. The Contractor does not provide child passenger restraint or booster seats. It is the responsibility of the parent or guardian to provide their own. This rule applies for children traveling as Companions as well as those who are registered Clients.
 - c. All Passengers, Ambulatory or Non-Ambulatory, must wear the shoulder/lap restraints supplied. Passengers shall not be allowed to stand while the vehicle is in motion. All wheelchair users will be required to wear the supplied body belt and shall be secured with the appropriate tie-down/shoulder/lap belt equipment.
 - d. Smoking of any kind (this includes, but is not limited to, cigarettes, cigars, electronic cigarettes, or pipes) is not allowed on board the Vehicles.
 - e. Consumption of food and/or beverages shall be prohibited, unless necessary for dietary and/or medical purposes as noted in the Client profile.
 - f. Parcels are limited to only those that the Client and Companions and/or PCAs can personally carry. Riders are not to bring large bags or boxes on the vehicle. Passengers are allowed to bring only parcels they and/or their PCA/Companion (if any) can personally manage and, if multiple parcels, they must be able to carry them all at the same time without assistance from the Driver and without making multiple trips to/from the vehicle.

- a. If a Client cancels a trip on the day prior to the trip date or earlier, the Call Center shall record the change as a "Cancellation."
- b. If a Client cancels a trip more than 2 hours prior to the scheduled pick-up time on the day of the trip, the Call Center shall record the change as a "Same-Day Trip Cancellation."
- c. If a Client cancels a trip 2 hours (or less) prior to the scheduled pick-up time on the day of the trip, the Call Center shall record the change as a "No-Show Client."

3. Dispatching and Same Day Calls

- a. Contractor(s) will establish radio/communication links with each Vehicle, enabling digital mobile communications and voice communications with Drivers. Each of these Vehicles will be equipped with an Automatic Vehicle Locator (AVL) system, a Mobile Data Computer (MDC) provided by the County, and a 2-way radio system provided by the Contractor.
- b. All dispatching shall be provided from a central dispatch location utilizing CTMS in combination with the in-vehicle equipment identified above.
- c. Notification must be given by the Contractor(s) to the Client in the event of delays over 30 minutes. In the event of a Driver-reported no-show or a Client call regarding a late pick-up, the Contractor will first use the AVL system to verify vehicle location, contact the Driver, and provide an accurate estimated time of arrival (if needed).

4. Same-Day Trip Request

- a. Same day outgoing trips from a Client's home are not guaranteed. Decisions regarding Same Day Service will be made based on vehicle capacity and space availability. The Call Center in cooperation with the Contractor shall make every reasonable effort to accommodate same day trip requests.
- b. TOPS has a no-stranding policy, so same-day return trips to a Client's home must be provided, even though the trip may not be exactly when requested by the Client. Contractor may not deny acceptance of these trips, and shall perform the Trip, once assigned by the Call Center.
- c. Requests for Trips after 5 p.m. for the next day will be accepted by the Call Center. Efforts will be made to accommodate these requests using the authorized protocols as outlined in the CTMS certification/training program as to not violate service parameters.

X. Trip Types and Requirements

1. Pursuant to the mandates of the ADA, Contractor shall not discriminate as to trip purpose and shall comply with all local, state, and federal laws and regulations that apply to the provision of transportation under the ADA, Transportation Disadvantaged Services required by Chapter 427, Florida Statutes, Chapter 41-2, Florida Administrative Code, and specific policies and procedures which relate to local sponsor agency requirements. The County, in its sole discretion retains the right to adjust the assignment of any and all trip types. Trip types shall consist of the following:

- a. County Event Trips: Contractor shall provide trips on request from approved County staff to individuals involved with County activities such as, but not limited to, advisory board meetings, public hearings, ADA Eligibility and Appeals transportation, special activities, natural disasters, act of war or national emergency, and special events. These Trips may include evacuation and reverse evacuation transportation for special needs Clients, as well as other transportation deemed necessary by County. Service may be provided on an on-demand or will-call basis and may be provided to individuals who are not Clients. No per trip rider's fare shall be collected. County Event Trips will also include:
 - i. Fixed Route wheelchair passengers that have been stranded due to bus malfunctions, excessive headway's, etc.
 - ii. County reserves the right to require additional Paratransit Service, including the use of Vehicles and Drivers. Such service may include, but not be limited to large public events and Special Needs transportation for other County agencies. Reimbursement rates may be made by the trip, by the hour, by the mile, or a combination thereof, depending on the circumstances as determined in the County's sole discretion. No per trip rider's fare shall be collected.
- b. Non-Ambulatory Trips: Contractor(s) shall provide all scheduled Non-Ambulatory Trips, this includes wheelchair and scooter users.
- c. Ambulatory Trips: Contractor(s) shall provide all scheduled Ambulatory Trips, this includes clients needing such aids as walkers, crutches, etc.
- d. Agency Trips: Contractor(s) shall provide all scheduled Group and Multi-Load Trips to specific agency sites.

XI. Late Trips, Missed Trips and No-Shows

- 2. The Contractor will be responsible for accurately recording Late Trips, Missed Trips and No-Show Trips as defined in the Abbreviations and Definitions section.
- 3. Late and Missed Trips will be counted only for registered Clients, and not for PCAs or Companions.
- 4. Improper recording of trips (i.e.: marking a trip No-Show Client when it should be No-Show Provider; falsifying arrival/departure times; etc.) is subject to disincentives as outlined in Performance Disincentives.
- 5. Documenting No-Shows:
 - a. If the vehicle arrives before the start of the pick-up window the Client is not obligated to board until the start of the Pick-Up Window.
 - b. Before a Client is determined to be a No Show, the Contractor must do the following:
 - i. The Driver must dwell five minutes. The 5-minute dwelling period does not begin until the start of the scheduled Pick-Up Window and starts after the Driver's arrival.
 - ii. Confirm the location of the Vehicle using the AVL and MDC device(s). A Client cannot be considered a No-Show Client without confirmation of

- the vehicle location via the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC).
- iii. After the 5 minute dwell period, the Driver shall contact dispatch to inform them of the No-Show.
 - iv. Contractor will make a reasonable effort to contact the Client via phone.
 - v. If Client cannot be contacted, Contractor will allow the Driver to continue on the route.
- c. Once the dispatcher has verified completion of the above 5 steps, the Contractor may then consider the client a No Show.
 - d. The Contractor shall record all No Show Client events utilizing the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC) of the vehicle location and time of day for each no show and must provide the documentation to the County on request.

XII. Vehicles

The following lists the number of Vehicles that County will lease to each Contractor to provide the Services:

County Supplied Fleet	Contractor-A	Contractor-B	Total Fleet
CY15	69	69	138
CY16	71	71	142
CY17	72	72	144
CY18	75	75	150
CY19	76	76	152

*NOTE: Requirements are based on 3,200 passengers per vehicle per year.

- 1. The Vehicles shall be 10 passenger, 3 wheelchair body on chassis Vehicles. See Exhibit 4 for full specifications.
- 2. Contractor shall use the Vehicles leased by County to Contractor to provide the Paratransit Services herein and Contractor is not authorized to use the Vehicles for any other purpose.
- 3. The Vehicles shall be delivered by the County to Contractor prior to commencement of the Paratransit Services and shall be used exclusively to perform the Services specified herein and for no other purpose. Upon delivery of the Vehicles, Contractor shall be required to execute a Vehicle acceptance document which shall acknowledge the condition and receipt of the Vehicles.
- 4. Contractor shall assume all risk and responsibility for the Vehicles upon the acceptance of delivery until the Vehicles are returned pursuant to the requirements set forth herein. Subject to the provisions herein, Contractor shall have the exclusive right to possession and control of Vehicles to provide the Services herein and shall be fully responsible for the use thereof. Vehicles shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of the provisions set forth herein.
- 5. Contractor shall use Vehicles in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicles.

6. Contractor, as a private contract transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code (Chapter 14-90).
7. Contractor, at its sole cost and expense shall maintain the Vehicles and all their appliances and appurtenances, in a good state of repair and in efficient operating conditions during the term of the Agreement. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage or resulting from the provision of Services or any combination thereof shall be the sole responsibility of Contractor, and any and all damage shall be repaired at the sole cost and expense of Contractor. Contractor shall provide the Services in full compliance with all of the requirements set forth herein during any periods of time that Vehicle(s) are being repaired.
8. Contractor shall maintain the Vehicles in accordance with the terms and conditions of set forth herein and in accordance with any and all manufacturer recommendations. To this end, Contractor shall be fully responsible for all maintenance and repairs, of whatever kind or nature, of all the Vehicles utilized to perform the Services, which obligation shall include, but in no way is limited to, regularly scheduled routine maintenance. The maintenance program to be implemented by Contractor shall meet or exceed the manufacturer's recommended or specified guidelines and shall include the maintenance of all add-on equipment, if any, supplied with the Vehicle. When maintenance requirements are specified by the manufacturer for different service categories (such as "normal service" and "severe service") the most stringent and severe service guidelines shall be used.
9. All parts and materials, including, but not limited to, lubricants, tires, and fuel, used in maintained or operating the Vehicle shall be in accordance with the vehicle manufacturer's specifications for said parts and materials.
10. Contractor shall be responsible for all required inspections and repairs or alterations as required by Chapter 14-90.
11. Any Vehicle that becomes inoperable must be repaired and back in service within five (5) business days. In the event that a Vehicle will not be back in service within five (5) business days due to the unavailability of parts or the nature of the repair, Contractor shall notify Contract Administrator in writing, and include the reason for the delay. Contractor must have written approval from the Contract Administrator for any repair that will keep Vehicle out of service for more than five (5) business days.
12. Contractor's maintenance employees shall be properly licensed and qualified to perform maintenance on Vehicles. Contractor shall maintain the Vehicles per Broward County Transit (BCT) and manufacturer's standards for preventive maintenance.
13. Contractor shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Services. Contractor shall at times comply with the approved preventative maintenance schedule. Contractor shall maintain current records of all maintenance work performed on Vehicles. The records shall be kept onsite and available for inspection by Contract Administrator or designee.
14. Vehicle parts necessary to maintain and repair Vehicles shall be provided by Contractor at Contractor's sole cost and expense. Vehicle parts shall be in accordance with the vehicle manufacturer's specifications for said parts and materials. Any major

maintenance repairs needed that are beyond the capacity of the Contractor shall be performed at Contractor's sole cost and expense by a properly licensed and qualified vehicle repair provider. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed five thousand Dollars (\$5,000).

15. Contractor shall maintain all Vehicles in clean appearance and safe and proper working mechanical condition at all times. Vehicles shall be used in service in a manner so that all Vehicles will accrue relatively equal mileage at any one time.
16. County shall have the right to inspect, or cause to be inspected, all Vehicles and the maintenance and storage facilities. The inspections may be scheduled or unscheduled. County may inspect Vehicles at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the Contractor's ability to perform Public Transportation Services. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall notify Contractor as to Contractor's required repairs to each Vehicle due to damage or excessive wear and tear and Contractor shall promptly take all necessary actions to comply with County's notification. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no such extraordinary wear and tear or damage has occurred to the Vehicles.
17. Contractor shall make no structural or other significant alterations or changes to Vehicles without the prior written consent of County.
18. Contractor shall be solely responsible for the operation of each Vehicle in accordance with all federal, state, and local regulations. Additionally, 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. Contractor shall utilize every practicable safeguard so as to minimize the discharge of pollutants. 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 hereunder.
19. Contractor shall not place advertisements of any kind on the Vehicles. County shall have the sole right to place, or cause to be placed, advertising on the Vehicles, and Contractor shall make the Vehicles available to County and County's advertising Contractor, for the placement, maintenance, and removal of advertisements.
20. Contractor shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the **Pre-trip and Post-trip Vehicle inspection form** to be provided by County prior to start of Service. Contractor shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Service. Contractor shall maintain a written record of all Vehicle inspections on site, which record shall be available to the Contract Administrator or his/her designee. Contractor shall keep all Pre-Trip and Post-Trip Inspections for a period of one year from start of Service and shall be ongoing for duration of the agreement. All record of all Vehicle inspections shall be available to the Contract Administrator for inspection and review.
21. Contractor shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records

shall be maintained by the Contractor during the term of the agreement on site and the record shall be available to the Contract Administrator or designee.

22. Contractor shall maintain the air conditioning system in order that all Vehicles shall have properly working cooling systems during all times the Vehicle is performing Services. Cooling systems shall be capable of maintaining the interior temperature of the Vehicle at sixty-eight (68) to seventy-two (72) degrees Fahrenheit within sixty (60) seconds of closing the Vehicle doors. With passengers on-board, regardless of the outside temperature, the interior temperature of the Vehicle must also be at sixty-eight (68) to seventy-two (72) degrees Fahrenheit. In the event that the interior temperature cannot be maintained, a replacement Vehicle shall be dispatched and the Vehicle repaired.
23. Contractor shall perform daily cleaning of the Vehicles prior to beginning Services each day as follows: exterior wash, interior windows cleaned, mopping of non-carpeted floors with clean water and appropriate cleaning solution, wiping down of non-upholstered seats with clean water and appropriate cleaning solution, vacuuming of upholstered seats, wiping down of all hand rails with clean water and appropriate cleaning solution, and the removal of all refuse. The exteriors of the Vehicles shall be free of grime, cracks, breaks, dents, and damaged paint that detract from the overall appearance of the Vehicle, as determined by County. Passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges. All Vehicles must comply with the applicable Federal Motor Vehicle Safety and Emissions Standards.
24. Refuse, newspapers and other recyclable material remaining on board shall become the property of the Contractor. However, items found that are the belongings of customers shall be maintained and made available consistent with County's Lost and Found Policy and Florida law. In lieu of County's policy, Contractor may submit a Lost and Found Policy no later than 72 hours before the beginning of Service. This policy must be approved by the Contract Administrator.
25. In order to provide for a smooth transition upon the termination or expiration of the agreement, Contractor shall submit for County's approval a schedule for Vehicle demobilization. The schedule shall provide for the County inspection of the Vehicles within the last sixty (60) days of the agreement term. Contractor shall at its sole cost and expense remedy any and all deficiencies identified by the County. The schedule shall provide sufficient time to make any and all necessary repairs or correct any deficiencies in the Vehicles prior to the termination of the contract. Any repairs identified by County must be completed by the end of the agreement term or any extension thereafter, if applicable.
26. Upon expiration of the term of the agreement, or upon the elimination of a portion of the Services set forth in the agreement, or upon termination of the agreement for whatever reason (collectively the "Termination Date"), Contractor shall return all Vehicles to County within forty-eight (48) hours of the Termination Date. Contractor shall return the Vehicles to County in the condition they were received at the onset of the agreement, normal wear and tear excepted. Any costs necessary to restore and/or prepare Vehicles for return to County shall be the sole responsibility of Contractor. County, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicles prior to acceptance, and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, Contractor shall at its sole cost and expense remedy any and all deficiencies identified by the County Maintenance Transit Manager. The return of the Vehicles at the end of the agreement term must be scheduled with the County Maintenance Transit Manager so that the County Maintenance Transit Manager can

inspect the Vehicles for acceptance on their return. In the event Contractor fails to deliver the Vehicles to County as set forth above, County shall have the right to take immediate possession of the Vehicles, and 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 County in effectuating such repossession and the restoration of the Vehicles to the proper condition.

27. Contractor shall not suffer, create or permit to be imposed upon Vehicles any lien or encumbrance whatsoever, and shall return the Vehicles to County free of any liens, claims or encumbrances resulting from Contractor's use of the Vehicles. Contractor shall notify persons furnishing repairs, supplies, towage and other necessities to Vehicles that Contractor has no authority or right to incur, create, or permit to be imposed on Vehicles any lien of whatsoever kind.
28. The annual registration of the Vehicles will be processed by the County and the costs of such registrations will be paid by the County.
29. Contractor shall make Vehicles and facilities available for the installation of any equipment (hardware and/or software) determined necessary by the County and further agree to operate such equipment in compliance with all direction from the County.
30. Contractor, at its sole cost and expense, shall be required to equip every vehicle utilized to perform the Services with a two way or trunked (wireless) radio tuned to a base where all transmissions are recorded, consistent with the requirements in Exhibit 2, the Contractor shall provide the County with all necessary equipment and services to allow "Real Time Access" to these systems.

XIII. Personnel

1. All personnel assigned to the project shall be knowledgeable concerning paratransit services and the ADA, maintain a professional, courteous attitude toward all Clients and other individuals, and promote goodwill toward the general public including answering to the best of their ability all client questions. The County encourages the Contractor(s) to consider employment of persons with disabilities in fulfilling the duties of this Service.
2. The County retains the right to review the Contractors' personnel policies and lists of personnel assigned. Proposed changes in Key Personnel" and job duties shall be subject to review and approval by the County.
3. The County shall have the right, but not the obligation, to require the removal of any Contractor's employee from performing the Services herein under in the event that such employee fails to meet the requirements of the agreement.
4. Driver Requirements:
 - a. Contractor(s) shall provide the County with evidence that all Drivers have completed the training program offered by the Contractor prior to driving and as required. Ongoing training class attendance lists shall be included in the monthly reporting package. Additionally, Drivers may be required to participate in a Driver training program developed by the County. Contractor(s) will receive information regarding any County training program.
 - b. All Drivers, including trainees, must wear a uniform, consisting of a color coordinated shirt and slacks (no jeans allowed) which designates them as an employee of the

Contractor. Jackets and caps as dictated by climate, must comply with uniform standards. NOTE: The County reserves right of approval on all proposed uniforms.

- c. All Drivers must be able to speak and understand English, and Drivers must be proficient in writing English to successfully complete all paperwork required for this Contract, including, but not limited to, vehicle manifests and incident and accident reports.
- d. Contractor shall require all personnel providing Paratransit Transportation Services to possess the following regarding Driver licensing:
 - i. A current, valid Driver's license from the State of Florida that meets the current state and federal requirements.
 - ii. A current, valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22 $\frac{1}{2}$, Broward County Code of Ordinances.
 - ii. A licensed Driver for at least three (3) years (time spent driving on a learner's permit does not count toward this requirement).
- e. Contractor shall not employ or retain any Driver or supervisor whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or plea of nolo contendere regardless of adjudication, for any of the following:
 - i. One (1) moving violation in the last three (3) years.
 - ii. An at-fault accidents in the last three (3) years.
 - iii. A Failure to Appear or a Failure to Pay in the last three (3) years.
 - iv. A Reckless Driving in the last seven (7) years.
 - v. A Driving Under the Influence (DUI) with the last seven (7) years. Two convictions (lifetime) for DUI is automatic disqualification.
 - vi. A suspension within the last three (3) years. One suspension for PIP permitted.
 - vii. A Manslaughter resulting from the operation of a motor vehicle.
 - viii. A Hit and Run or Hit and Run with Property Damage.
 - ix. A Reckless Driving causing injury.
 - x. A DUI causing injury.
 - xi. Any combination of any violations that indicate a pattern of irresponsibility or poor judgment.

XIV. Criminal Background Screenings

1. The Contractor must perform criminal background screenings on all prospective and current employees. Criminal background screenings shall include, but not shall not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.
2. The Contractor(s) shall conduct these background screenings at least once every six (6) months.
3. Contractor acknowledges that it will be responsible for and its proposal shall include any and all direct or indirect costs associated with the required criminal background screening check requirement.
4. Any prospective or current employee must not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not have been adjudicated delinquent and the record has not been sealed or expunged for, any offense set forth in Exhibit 3.
5. In the event that more than ten (10) years has elapsed since the date of the conviction, or the end of a period of incarceration resulting therefrom (whichever is later) involving any of the offenses set forth in Exhibit 3, the Contractor may, following the Contractor's consideration of the totality of the circumstances may consider them for employment for these Services.

XV. Training

1. Contractor shall maintain training programs for dispatchers and Drivers which shall be subject to review and approval by County. Contractor shall comply with the approved training programs. All employees shall receive training that develops customer service skills and increases understanding of people with disabilities, all sexual orientations, diverse cultures, races and ages. This training will be approved and monitored by the County. All employees may be required to receive periodic additional training provided by the County at Contractor's sole expense. Contractor(s) may be required to provide a Vehicle for use in certain segments of the County's paratransit training. Familiarity with Service hours and areas, transfer points, complaint procedures and TDD operation shall be included in basic training.
2. Drivers shall receive a minimum of eighty (80) hours of training prior to driving a vehicle in service. In addition to the training requirements for all employees stated above, training must include the following:
 - a. Passenger Assistance Technique (P.A.T.) certification or an equivalent course which must be approved by the County upon approval of an agreement. Training shall include elderly and disabled sensitivity components, passenger relations and assistance, handling and securement of wheelchairs, assistance to the visually impaired and dealing with service animals.
 - b. Defensive Driver Training, per National Safety Council standards, or an equivalent course approved by the County.

- c. Vehicle breakdown, accident, passenger incidents, adverse weather and other emergency/safety procedures including emergency vehicle evacuation.
 - d. Operation of vehicle and all equipment including proper two-way radio protocol; wheelchair and scooter securement, lift and/or ramp operation.
 - e. Address location ability including map reading, or ability to utilize any automated device installed in the vehicle.
 - f. Familiarity with how trips are scheduled, including an opportunity to meet schedulers in person.
 - g. Familiarity with the completion of necessary paperwork such as trip sheets (manifests), pre-trip inspection forms, accident reports, and incident reports.
 - h. Policies and procedures, such as wait time, fare structure, transfer locations, etc.
 - i. Broward County reserves the right to provide additional training for Drivers used in the Paratransit Service. Contractor(s) shall make available a complete copy of all course outlines, instructors' information, training materials(s) and handbook(s) pertaining to paratransit training to the County for review and approval. County staff may attend training sessions given by the Contractor(s).
 - j. Emergency procedures including vehicle evacuation.
 - k. Customer assistance procedures.
 - l. TOPS policies and procedures.
 - m. Contractors shall test (via written as well as oral components) all Driver candidates to ensure that they have retained a working knowledge of all essential elements of the curriculum, and demonstrate all skills necessary to perform their duties. (Note: This requirement includes demonstrated competency in reading, writing, and speaking the English language.)
 - n. Driver meetings shall be held on a regular basis and shall include an opportunity to interact and communicate with various staff members who make up the operations team including dispatchers, planners and maintenance personnel. Attendance at these meetings shall be mandatory for Drivers.
3. This training shall be provided to Drivers prior to their being assigned to operate a Vehicle or transport a Client. Written documentation of the successful completion of said training including documentation indicating that all certifications of said training and testing are valid and current, to include documentation of successful completion of re-training and for recertification, shall be maintained as a permanent record for each employee. (NOTE: Re-training shall occur every 2 years or sooner as may be required by the certifying entity.)
 4. The Contractor(s) shall obtain the County's approval prior to designing and implementing a standardized Driver training curriculum and the development of a certification process.
 - a. For Drivers, the County has approved the University of Wisconsin, Milwaukee's "Passenger Assistance Training to Proficiency" and the National Safety Council

certification program for defensive driving. Comparable programs may not be substituted without the prior written approval of the County.

- b. Once certified, all Drivers will be required to display on their person a picture ID indicative of their certification as a Driver.
5. Standardized training is required of all administrative personnel, including call takers, dispatchers, and schedulers. Training should include TOPS policies and procedures, phone decorum and sensitivity to the needs of clients with disabilities, ADA requirements, and proficiency in the use of business related software used by the Contractor to provide the Service, proficiency in use of the Paratransit Service application software.
 - a. The Contractor(s) shall obtain the County's approval prior to designing and implementing a standardized training curriculum for administrative staff.
 - b. Contractors shall test (via written as well as oral components) all administrative candidates to ensure that they have retained a working knowledge of all essential elements of the curriculum, and demonstrate all skills necessary to perform their duties. (Note: This requirement includes demonstrated competency in reading, writing, and speaking the English language.)
 - c. Written documentation of the successful completion of said training and testing as well as any re-training, (NOTE: retraining shall occur every 2 years or sooner as may be required by the certifying entity), shall be maintained as a permanent record for each employee.
 6. The Contractor(s) will ensure that Client participation is incorporated in the appropriate components of its training curriculum for both Drivers and administrative personnel.
 7. The Contractor(s) shall maintain a current matrix list of all personnel engaged in the provision of the Services by job classification summarizing all critical data; such as: name, address, date of hire, citizenship status, Driver's license number, training, relevant certifications, or other information that may be required by County.

XVI. Emergency Procedures/ Inclement Weather and Documentation

1. The Contractor shall work in conjunction with the County to ensure the safety of Clients. In addition to training and planning efforts, the proper response to each incident/ accident is of critical importance to passenger safety. Contractors shall implement the Emergency Procedures provided by the County. The County reserves the right to modify these procedures.
 - a. Contractor(s) shall inform the County, by telephone or radio, of any and all incidents and/or accidents as soon as possible.
 - b.
 - c. Written reports shall be submitted within one (1) hour by email, followed by a final (including a completed Department of Motor Vehicles report) report within 24 hours of the occurrence of any incident and/or accident.
2. Inclement Weather/ State of Emergency

- a. In the event of snow, rain or other inclement weather, or the declaration of a State of Emergency for any reason; which may significantly impact the safe operation of Vehicles at normal operating speeds, the Contractor(s) shall advise the County as to the condition of local roads within the Service Area. Each Contractor is responsible for contacting the County.
- b. In the event that weather conditions or natural disasters make fulfillment of the terms and conditions required herein, the County shall be empowered to temporarily suspend Services or temporarily relax the service standards by telephone authorization to the Contractor(s) which shall be followed up in writing.
- c. In the event of suspension of Services, the County shall endeavor to contact Clients by public service announcements on local radio station. Call Center shall assume responsibility to contact any Clients who may be at intermediate destinations (awaiting transport home) and shall arrange transport for the return trip or make all reasonable attempts to ensure the safety and security of the Client, if travel is deemed to be unsafe.
- d. Service standards may be relaxed in the event of snow, rain or other weather which significantly impact the safe operation of Vehicles at normal operating speeds.

XVII. Complaint Handling

1. All complaints/compliments will be documented via the complaint module within the CTMS system. Complaints must be registered directly with the Call Center or the County. The Call Center and/or the County will input all such complaints in CTMS and assign each complaint to the appropriate Contractor for resolution.
2. Complaints must be documented and investigated by the Contractor, which shall include, but not be limited to, the review of available video footage from on board cameras, a phone interview, and appropriate corrective action taken promptly. All complaint responses are to be reviewed, approved and signed by the Contract Administrator prior to issuance to the customer. The Contractor shall notify the customer and County of the disposition of the complaint in writing within five (5) calendar days of receipt of said complaint. The County reserves the right to change the complaint procedures.
3. Complaints of a safety, security and/or of a severe nature require a response within 24 hours.
4. The County requires that Contractor(s) treat all customer concerns related to performance as complaints.

XVIII. Publicity

1. The Contractor(s) shall not engage in any advertising or promotion regarding TOPS or Paratransit Services without prior written approval of the County. The Contractor(s) agrees to participate with the County in all efforts related to publicizing the Services. Said efforts may consist of, but not be limited to, press events, advertisement in neighborhood or regional papers and distribution of informational brochures or notices and attendance at meetings, functions etc.

XIX. Revenue Collection

1. The Contractor(s) shall cooperate with the County in the implementation of any change in fares, (including but not limited to, fare amounts and payment methods) and the revenue collection system as so determined by the County. The County shall have the right in its sole discretion to implement any changes in fares and fare policies. The County intends to implement an automated fare collection system within the term of the contract.
2. If the automated fare collection is not installed prior to the start of Service, Contractor(s) are responsible for collecting all fares required under the contract and for maintaining records and deposit receipts for the fare revenue collected. Fares are to be collected as each Client or reimbursable Passenger boards the vehicle. Drivers are not permitted to make change.
3. The County shall deduct from the Contractor's monthly payment the amount of all fares that were collected or that should have been collected by the Contractor for all reimbursable.
4. The County shall determine the Passenger fare structure for each Trip. In the event that fares shall be adjusted, any adjustment in the fare shall accrue to the sole benefit of the County.
5. Contractors shall report any instances of program participants who refuse to pay the rider's fare.
 - a. The one-way fare is currently \$3.50. Clients and Companions are to pay fare.
 - b. PCAs are not charged a fare.
 - c. Nutrition Trips are not subject to a fare.
 - d. A summary of the total number of fares collected by the Drivers during the month must be submitted along with the monthly invoice.

XX. Meetings

Key Personnel shall be required to attend all appropriate meetings, such as the Local Coordinating Board (LCB) or any business related meetings as directed by the County. This typically involves one to five meetings per month.

XXI. Facility(ies) Storage and Fuel Infrastructure

1. The Contractor shall provide facility/facilities, which meet the following conditions:
 - a. Located within the Service Area.
 - b. Suitable for conducting all functions to be performed as required herein, including but not limited to adequate space to park and secure the Vehicles in a well-lit, secure location, proper equipment to maintain and wash Vehicles, space to properly store propane fuel and tanks as well as fuel Vehicles.
 - c. Be fully accessible to persons with disabilities.

2. The County will purchase and supply the propane fuel for the Vehicles. The Contractor's facility(ies) must be able to accommodate the fueling infrastructure (tanks, pump, etc.) as follows:
 - a. Storage tanks - 4-1000 gallon tanks and 2 autogas fuel dispensers.
 - b. Footprint Width- 25 feet wide (includes 4-1000 gal tanks plus the 3ft between tanks).
 - c. Footprint Length- total of 16 ft. in length.
 - d. Setbacks- the tanks must be 25ft from any structure.
3. The Contractor will be responsible for installing:
 - a. Electric- 3 Phase electric will be needed for the pumps and equipment.
 - b. Crash post protection around the tanks (State of Florida requirement)

XXII. Performance Standards and Expectations

1. The safe, courteous, and timely delivery of Service is of critical importance.
2. It shall be the duty of the Contractor to operate Vehicles in the most efficient manner possible consistent with meeting Service requests in a timely fashion. The Driver is expected to proceed from the first pick up to the last drop off in the most direct manner while keeping Dispatch informed of delays.
3. In compliance with ADA guidelines, the Contractor shall perform quality control analysis to measure schedule results to shortest County fixed route travel itineraries (excluding express bus service and commuter rail service), including walk-time, as a standard for travel time limits. The County reserves the right change this standard.
4. **TD OPERATING STANDARDS:**

Standards regarding the following issues have been established by the State of Florida Commission for the Transportation Disadvantaged and shall be adhered to. Service agreement language will address each issue: a Drug and Alcohol testing policy, a policy on transporting escorts and children, a policy on usage of child restraint devices, a policy regarding the personal property a passenger may bring along on a trip, established vehicle transfer points, posting in Vehicles of a local toll-free telephone number for complaints, out-of-service area trip policy, vehicle cleanliness, safety and comfort policy, billing requirements and invoice processing standards, payment procedures, maintenance of a passenger/trip database by the CTC, adequate seating in Vehicles, Driver identification policy, policy on Driver assistance, a "no smoking, eating and drinking in vehicle" policy, a passenger no-show policy, a two-way communication system, functioning vehicle air conditioning and heating systems.

The County will conduct an annual System Safety review of each Contractor to comply with safety requirements of Rule 14-90, FAC.

XXIII. Performance Disincentives

1. The payment to the Contractor shall be reduced for performance disincentives which impact the value, or lack thereof, of the overall Services provided by Contractor. The County shall make adjustments to the payments to Contractor based upon the following schedule of performance measures:
 - a. Late Trips. Failure to achieve on-time performance standard of 92% of trips within 30-minute window; a disincentive applies to all trips in excess of the first 8% - \$10 per occurrence. For the purpose of this clause, a Late Trip is defined the Abbreviations and Definitions.
 - b. Missed Trips. A disincentive of \$50 per missed trip. Missed Trips are defined in the Abbreviations and Definitions.
 - c. Accidents. A disincentive in the amount of two hundred and fifty (\$250.00) dollars per "at fault" vehicle and/or "at fault" passenger accident will be subtracted from Contractor's payment. In the instance of a dispute over determination of "At Fault" status of vehicle or passenger accident the ruling of the insurance company shall prevail
 - d. A disincentive in the amount indicated per category /per occurrence for the following performance failures will be subtracted from Contractor's payments:
 - i. Lift or ramp failure - \$50 per occurrence;
 - ii. Air-conditioning / heater failure - \$50 per occurrence;
 - iii. Vehicle Maintenance Standard Disincentive: \$50 per incident
 - iv. Failure to comply with the Driver uniform requirement - \$50 per day/per Driver; this includes trainees
 - v. Telephone communications system - \$100 per hour or fraction thereof for any interruption in excess of 30 minutes
 - vi. Telephone performance standard – Avg. hold >2.5 minutes and/or >5% of total calls have > 5 min hold - \$500 per month
 - vii. Failure to respond to complaints within 5 days - \$25 per occurrence.
 - viii. Failure to report incident or accident - \$50 per occurrence.
 - ix. Total complaints exceeding 0.2% of trips delivered in a calendar month - \$25 per occurrence;
 - x. Total number of trips with travel times more than 90 minutes exceeding 2% of all trips - \$500 per month
 - xi. Any vacancy in one of the Key Personnel positions lasting longer than 60 calendar days - \$1,000 per month or fraction thereof
 - xii. Falsification of trip time, arrival time, departure time, number of billable riders, number of riders, trip purpose, and/or trip location. – \$200 disincentive per occurrence.
 - e. A performance failure that is determined solely by County to be due to factors beyond the control of the Contractor will not be subject to a monetary disincentive. Contractor shall notify County in writing within one (1) business day of any performance failure which they deem to have been due to factors beyond their control.
 - f. The Contractor(s) shall report on each of these performance measures monthly and shall be responsible for retaining all records needed to support the reporting of these operating statistics (NOTE: Also; all incidents, accidents, and service interruptions are

to be reported in accordance with the Emergency Procedures provided by the County). It shall be the right of the County to review and audit the documentation supporting the reporting of these statistics and to determine that the Contractor(s) has accurately reported these statistics.

XXIV. Liquidated Damages

The contract shall include a provision for liquidated damages in the event that Contractor fails to provide Service.

XXV. Terms of Compensation

1. Amount of Payment: the Contractor will be paid by the County based on a schedule which consists of:
 - a. Payment of a Fixed Cost Per Month for Administrative and Overhead Costs.
 - b. Payment of a Fixed Cost Per Registered Passenger Trip
2. Nothing in this Contract shall be construed to limit the discretion of the Contractor to determine the amounts to be paid to its officers and employees for wages and fringe benefits, provided however, that any increases in such amounts during the term of this Contract shall be at the sole expense of the Contractor.
3. Timing of Invoicing, Payments and Adjustments
 - a. On or about the 15th of each month, the Contractor will submit to the County for payment fixed administrative costs and overhead, for that month.
 - b. Within five (5) business days after the close of the month, the Contractor will submit to the County for the County's approval a "Statement of Operations and Costs" for the previous month which details by cost category the amounts billed, in accordance with the provisions of Service for the previous month.
 - c. County shall pay in accordance with the Broward County Prompt Payment Act.
 - d. County shall deduct from Contractor's monthly payment the amount of all riders' fares that were collected by Contractor for the Trips performed by Contractor during the billing period. County shall provide written notice of any contract disincentive deduction.
 - e. In the event of a dispute between County and Contractor as to the application of a disincentive decrease. Contractor shall present the dispute in writing to Contract Administrator. County shall have fourteen (14) days from receipt of notice of the dispute to review the information provided by Contractor to dispute the disincentive deduction. Contract Administrator's decision shall be final and binding, with adjustments based on the following elements:
 - i. Adjustments to the Monthly Mobilization Costs.
 - ii. Adjustments to the number of Registered Passenger Trips.
 - iii. Adjustments of an amount based upon disincentive for specified performance levels in the previous month, as set forth herein.

- iv. Adjustments, which become due as a result of any reconciliation or post audit conducted by the County.
- f. Contractor(s) agree to use the County approved invoice format, which shall be provided by the County during the mobilization period.

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EXHIBIT 2: Computer System Functions and Specifications –

I. County Responsibilities

1. **Computerized Trip Management System (CTMS):** County shall provide Contractor with a CTMS consisting of proprietary software, hardware and peripheral equipment and other items, such as hubs and routers, cabling, modems, and printers solely for use by Contractor in County's paratransit operation. County shall retain title to the CTMS and no right, title, or interest in the CTMS shall pass to Contractor except as expressly set forth in the contract. Contractor shall not remove any markings, and shall affix to the CTMS any markings requested by County, to evidence County's ownership interest. Contractor recognizes and agrees that use of the CTMS is limited to transportation operations involving individuals determined by County to be eligible for such County assisted Paratransit Services.

Contractor further agrees that Contractor shall not use CTMS for its own business operations unrelated to the above. Usage of CTMS for non-County functions or operations may result in the termination of the agreement.

2. **Delivery and Installation of CTMS:** County shall deliver the CTMS at a time and location to be agreed upon by the parties. At the time of delivery of the CTMS to Contractor's site, the parties shall execute a written schedule setting forth the components; the serial numbers where applicable of the CTMS delivered; and date of delivery. In addition, Contractor shall note on such schedule any apparent damage to the CTMS or any components thereof. County will install the CTMS after delivery. Prior to delivery of the CTMS, Contractor shall prepare the installation site for the CTMS to ensure a suitable operating environment for the CTMS. Contractor shall comply with any specifications that County may supply with respect to the utilities, temperature, and humidity conditions required by the CTMS. The installation site shall, at a minimum, be an appropriate typical business environment for microcomputer storage and operation and be able to be locked, secure, and free from flood potential. The actual location of the components of the CTMS at the installation site shall be subject to final approval by County. Contractor agrees to cooperate fully in the installation, testing, and training related to CTMS subsequent to the effective date, and prior to the commencement date, of the contract.
3. The County shall be responsible for maintenance of the T-1, DSL, fiber optic, LAN, or comparable means of delivering constant connectivity to the network necessary for interconnection between computers in CTMS. The County will provide wiring and connection equipment required to achieve the interconnection to the County Computer Network from the Contractor's facility(ies). The Contractor will provide an appropriate location to terminate all connection equipment within the facility(ies).
4. **Operations, Maintenance and Repair of CTMS:** County shall provide Contractor with reasonable assistance in the maintenance and operation of the CTMS, by responding to all inquiries and trouble reports concerning the operation or condition of the CTMS, if placed by Contractor by telephone to the designated representative of County during Service hours. Upon receiving such inquiries or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of Contractor's description of the problem, or arrange for assistance from a maintenance-service representative. Contractor shall bear the cost of all routine supplies required by CTMS, all costs associated with the data communication circuit(s) necessary to connect to the County system, and all maintenance charges, including the cost of labor and parts, imposed by any maintenance-service representative or by County in the event that maintenance is required by reason of:

- A. Use of the CTMS or any component thereof in other than the manner for which it was installed.
- B. Damage to the CTMS by Contractor or its employees or agents.
- C. Modification of the installed CTMS by Contractor not authorized by County.
- D. Maintenance performed by Contractor without the authorization of County.

All maintenance services shall be provided by County, and Contractor shall not perform such without prior consent of County.

- 5. **Risk of Loss:** Contractor shall bear the entire risk of loss or damage to the CTMS after its delivery to the installation site. Contractor shall, at its own expense, obtain and maintain property and casualty insurance for the CTMS against all risks of loss or damage.
- 6. **Relocation of CTMS:** All relocations of the CTMS or components thereof whether at the installation site or to a new site, shall be performed by County unless otherwise authorized by County in writing.
 - A. Contractor shall bear all costs and expenses incurred in the event of a relocation of any component of the CTMS within the installation site or from the installation site to a new site.
 - B. Contractor shall give County a minimum of ninety (90) days prior written notice in the event it wishes to relocate any component of the CTMS from the installation site to a new site, unless otherwise agreed to between the parties. Contractor shall give County a minimum of sixty (60) days prior written notice in the event it wishes to relocate any component of the CTMS within the existing installation site, unless otherwise agreed to between the parties.
- 7. **Restrictions:** The following restrictions shall apply to Contractor's use of the CTMS.
 - A. Contractor shall keep the CTMS free and clear of all claims, liens, and encumbrances. Any act of Contractor purporting to create such a claim, lien, or encumbrance shall be void.
 - B. Contractor shall not use the CTMS in any manner or for any purpose for which the CTMS is not designed or reasonably suited.
 - C. Contractor shall not permit any physical alteration of the CTMS without the prior written consent of County.
 - D. Contractor shall not affix, attach, or install any accessory, equipment, or device to the CTMS without the prior written consent of County.
 - E. Contractor shall not affix the CTMS to any real estate in such a way that it may be deemed a fixture thereto.
 - F. Contractor shall not remove the CTMS from the installation site without the prior written consent of County, except in the event of an emergency.
- 8. **Reservation of Title:** The agreement shall not provide Contractor with title or ownership of the Licensed Programs, but only a right of limited use. The Licensed Programs are, and shall remain, the property of certain third-party licensors who have authorized County to incorporate their software into the System. Contractor acknowledges that the programs, data-base information, and user materials included in the Licensed Programs contain confidential information and trade secrets that County has entrusted to Contractor in confidence to use only as expressly permitted.

Contractor acknowledges that owner thereof claims and reserves all rights and benefits afforded under federal law in the programs, data-base information, and user materials included in the Licensed Programs as copyrighted works. Contractor shall protect the programs, data-base

information, and user materials included in the Licensed Programs as confidential information and trade secrets.

Contractor shall not, at any time, disclose such confidential information and trade secrets to any other person, firm, organization, or employee that does not (consistent with Contractor's right of use hereunder) need to obtain access to the Licensed Programs. Contractor shall use its best efforts to ensure that all Contractor's personnel and all other persons afforded access to the Licensed Programs by Contractor protect the Licensed Programs as trade secrets and confidential information and refrain from any use or disclosure in any manner not expressly permitted by the contract. These restrictions shall not apply to information: (1) generally known to the public or obtainable from public sources; (2) previously in the possession of Contractor or subsequently developed or acquired without reliance on the licensed programs; or (3) approved by County for release without restriction. The programs, data-base information, and user materials included in the Licensed Programs may not be decompiled, reverse engineered, reprinted, transcribed, extracted, or reproduced, in whole or in part, without the prior written consent of County. Contractor shall not in any way modify or alter the Licensed Programs without the prior written consent of County.

Contractor further agrees that all data entered into the data base of the CTMS by Contractor, statistical information or data produced by Contractor through the use of the CTMS or other data, information or material produced pursuant to the contract is work made for hire under the laws of the United States.

9. **Training:** Contractor shall select personnel Contractor deems qualified to operate the CTMS. Upon notification of selection, County shall provide Contractor's personnel with initial training in the operation of such system. County may provide further training on mutually acceptable terms.

II. Computer System Functions and Specifications – Contractors Responsibilities

1. **Introduction.** This exhibit details specifications and Contractor responsibilities regarding Information Management. Specifications and responsibilities are provided in three major areas: Computer Network; required Management Information Systems and Control Systems; and operational requirements, including information input, storage, retrieval, report preparation, and real-time Data access.

The County reserves the right to determine, with input from the recommended firms, the most advantageous pairings and design of these essential supplementary technology components in order to provide a uniform technology environment for TOPS program.

2. Computer Network

A. Buildings and Facilities

- i. The Contractor will provide physical space within their facility(ies) with suitable environmental controls specifically for computer operational requirements. This includes, but is not limited to: a secure location for all servers and control/communications hardware, heat, air conditioning, air circulation, humidity controls, dust controls and vibration control as required by the computer hardware manufacturers' recommended specifications.
- ii. The Contractor shall provide adequate redundant Uninterruptible Power Supply (UPS) units capable of providing surge protection and configured to perform automatic clean shutdown of

hardware in the event of a power failure lasting longer than five minutes. Contractor shall maintain UPS units in Good Working Condition and run periodic tests in accordance with the manufacturers' recommendations. Contractor shall also maintain the backup power transfer system at its facility(ies) to ensure that power is transferred from UPS units to backup generators and from backup generators to UPS units without interruption.

B. Management Information Systems and Software.

(a) General.

- (1) **Software Provided by the County.** The County in conjunction with the Software Provider shall install, configure, and maintain CTMS software.
- (2) **Electronic Mail.** County will provide Contractor with County email addresses. Contractor will use the @broward.org email addresses as the main email address for communications to and from the County.
- (3) **Use of Software and Hardware not required by the County.** It is expected that Contractor may use snf license software and hardware to perform administrative functions not specifically required by the County for the performance of the Services. Hardware and software provided by Contractor for the sole purpose of performing these non-specified administrative functions shall remain the property of Contractor. Contractor shall be entirely responsible for providing all equipment, installation, configuration, wiring infrastructure and maintenance for hardware and software the Contractor uses solely to perform non-specified administrative functions. The Contractor will be responsible for ensuring that the software is compatible with County operating systems and databases when needed where software is co-located on County hardware

(b) Required Management Information Systems.

- (1) Contractor shall operate, manage and maintain, and if and as necessary develop, procure and install in whole or in part, a Management Information System (MIS) for each of a number of functional areas of the Services. Contractor shall complete these activities to ensure that the required Management Information Systems are available by January 1, 2015, unless otherwise approved in writing by the County. The following subsections describe each of the required Management Information Systems, along with Contractor responsibilities with respect to each required MIS. These systems and responsibilities are summarized in a table at the end of this section.
- (2) Subject to County approval, Contractor may procure or develop a Management Information System that performs multiple functions in the list of required Management Information Systems, provided that the MIS meets the functional requirements of each specified MIS. In the event that the County provides or approves the use of another MIS to replace any current MIS, Contractor shall operate and maintain such new system.
- (3) A Fleet Maintenance System (FMS) will be supplied by the Contractor, subject to the prior review and approval of the County, and will be the primary Management Information System that will be used to monitor Contractor activities at its maintenance facilities. Using FMS, Contractor shall perform activities including, but not limited to:

- (i) maintaining an inventory of maintenance facilities, revenue and non-revenue vehicles (including buildings, secure parking facilities, equipment, vehicles and vehicles components) with a unique identifying number and digital photograph, where applicable;
 - (ii) recording required tests and inspections;
 - (iii) recording preventative, predictive and corrective maintenance activities;
 - (iv) scheduling and control of predictive, preventative, and corrective maintenance programs and associated labor and materials;
 - (v) issuing work orders and purchase orders;
 - (vi) issuing facility status and repair reports;
 - (vii) retaining up to five (5) years, or the length of the Contract whichever is greater, worth of information on predictive, preventative and corrective maintenance for each facility or component to produce and analyze trends;
 - (viii) recording information necessary for warranty administration. The Contractor shall work with the County to finalize the configuration and reporting options of FMS.
- (4) As part of Contractor's fleet management activities, Contractor must keep written forms documenting the maintenance performed on each vehicle. These forms must include the signature of the employee and supervisor conducting the maintenance, and detail the maintenance and corrective action procedures occurring at each inspection. These forms must be approved by the County.
- (5) Human Resources MIS. The Human Resources MIS is the primary Management Information System that will be used to monitor Contractor management of its personnel involved in performing the Services. Using the Human Resources MIS, Contractor shall record information that includes, but is not limited to: Criminal background record checks, employee certifications and qualifications; training received; disciplinary actions; drug and alcohol program status; and employee roster and assignments. Contractor shall procure and install a Human Resources MIS approved by the County, and thereafter operate and maintain such system.
- (6) Financial MIS. The Financial MIS is the primary Management Information System that will be used to monitor Contractor TOPS dedicated financial activity related to the performance of the Services. Using the Financial MIS, Contractor shall perform activities including, but not limited to:
- (i) recording daily revenues collected by Contractor;
 - (ii) recording Costs and producing invoices associated with authorized expenditures;
 - (iii) reporting on DBE compliance; and
 - (iv) tracking receipts from purchases of supplies and materials.
- (7) Contractor shall procure and install a Financial MIS approved by the County, and thereafter operate and maintain such system separate from other company business.

(c) Communications Systems.

- (1) Contractor shall operate and maintain Communications Systems in each of a number of functional areas of the Services. Many of these Communications Systems include Computer Equipment, network needs, and software, which

Contractor must also operate and maintain. Examples of these systems, with associated responsibilities, are provided in Table 2 below.

- (2) Contractor responsibilities shall include, but not be limited to the operation and maintenance of, systems listed in this table. Note: Each Communication/Control System, proposed by the Contractor, shall be submitted to the County for its review and approval prior to its purchase and deployment. All voice communication systems must be digitally recorded and the system must have internal quality control monitoring and the capability to be remotely accessed and monitored by County users.
- (3) Contractor communications will also include direct wireless access to/from Drivers (i.e. two-way radios - not cell phones) that will be recorded at the base station. This recording must be remotely accessible by the county for purposes of monitoring, etc.

Table 1 Required Management Information Systems

Management Information System	Purpose of MIS	Responsibilities	Availability Standard
Computerized Trip Management System (CTMS)	Monitor and deliver Contractor operation of County TOPS Services	County provided principal paratransit scheduling/dispatching software/support/hardware. Contractor operates.	Restore immediately
CTMS Dispatching System	Provide dispatching for TOPS Service	County provided system; Contractor operates;	Restore immediately
Fleet Maintenance System (FMS)	Monitor/report Contractor activities at maintenance facilities	Contractor provided, operate, and maintain system	Restore within 24 hours
Human Resources MIS	Monitor/report Contractor management of its personnel involved in performing the Services	Contractor provided, operate and maintain system	Restore within 24 hours
TOPS dedicated Financial MIS	Monitor/report Contractor financial activity related to the performance of the Services	Contractor provided, operate and maintain system	Restore within 24 hours

Table 2 Control Systems

Functional Area	Control System	Responsibilities	Availability Standard
*Fleet Communications	TBD by the Contractor	Contractor provided Computer Equipment, software, and connectivity to County for “real time” voice and data monitoring, digital recording (including all radio transmissions), and reporting capability; Contractor operate and maintain	Restore immediately
Fleet Communications (AVL/MDC)	StrataGen Vectors/Sprint Wireless	County provided AVL/MDC equipment and wireless communication. County maintains systems	Restore immediately
*Telephone Communications	TBD by the Contractor	Contractor provided lines, system, computer equipment/ software, with digital recording and reporting capabilities; Contractor operate and maintain	Restore within 30 minutes

* Note – These systems shall conform to TMIS integration requirements established by County and Software/Hardware Vendors.

C. Operational Requirements.

(a) Information Input, Storage and Retrieval.

Contractor shall use TOPS Management Information System (TMIS) and required Management Information Systems on a day-to-day basis for the input, storage, and retrieval of information related to the Services. Contractor shall also download/retrieve all vehicle event recorders via wireless transmission daily, other recording activities will include, but not be limited to: maintenance, inspection, repairs, cleaning, etc., within 24 hours of the completion of each such activity, except for real-time recording/access requirements otherwise specified in this Contract.

(b) Preparation of Required Reports.

Contractor shall use TOPS Management Information System (TMIS) and required Management Information Systems to produce all reports required as part of the Services. This also includes all communications systems outlined in Table 2 above. Further information about reporting and a summary of required reports will be provided.

(c) Data Access.

(1) The County will provide connection for the Contractor to use the TOPS Management Information System- (TMIS). The Contractor will provide access to required Management Information Systems, this also includes all communications systems outlined in Table 2 above, to allow real-time access to Data related to the Services from specifically identified County staff and computers on the County Computer Network. “Real-Time Access” shall mean that an County staff member

working at a computer on the County Computer Network, shall be able to run the appropriate Contractor operated MIS and obtain all operational data necessary to monitor the Service. The validity of the data at the moment of the query will depend on the optimal operational timeframes permissible within the respective software products in use, or the default requirement that activities be recorded within 24 hours of their completion, whichever is more timely. The County shall identify which County staff members and computers on the County Computer Network shall have real-time access to data in Contractor-operated Management Information Systems.

D. Current Software Utilized By The County.

1. MS-Office Suite: Email, Word Processing, Spread Sheets
2. Stratagen Adept: Trip Scheduling, Batching, Routing, Dispatching, Reporting, AVL Viewer
3. Operating System: Windows 7
4. ADEPT, the software purchased from StrataGen Systems, Inc., will be made available to all Service providers. It can only be accessed via County-owned equipment and the County network. There is one license for this software. StratagGen bases the cost of the user license on the amount of total daily trips performed, not on the number of users. Broward County is responsible for the cost of the license and the cost of the annual support and maintenance agreement with StrataGen for 24/7 technical support. All providers will have direct access to this support. County reserves the right to change software as needed.

EXHIBIT 3: Florida Criminal Statutes

- (a) Section 393.135, Fla. Stat. relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, Fla. Stat. relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, Fla. Stat. relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, Fla. Stat. relating to murder.
- (e) Section 782.07, Fla. Stat. relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, Fla. Stat. relating to vehicular homicide.
- (g) Section 782.09, Fla. Stat. relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, Fla. Stat. relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, Fla. Stat. relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, Fla. Stat. relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, Fla. Stat. relating to kidnapping.
- (l) Section 787.02, Fla. Stat. relating to false imprisonment.
- (m) Section 787.025, Fla. Stat. relating to luring or enticing a child.
- (n) Section 787.04(2), Fla. Stat. relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), Fla. Stat. relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), Fla. Stat. relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), Fla. Stat. relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, Fla. Stat. relating to sexual battery.
- (s) Former s. 794.041, Fla. Stat. relating to prohibited acts of persons in familial or custodial authority.
- (t) Section 794.05, Fla. Stat. relating to unlawful sexual activity with certain minors.

EXHIBIT 3 (CONTINUED)
Florida Criminal Statutes

- (u) Chapter 796, Fla. Stat. relating to prostitution.
- (v) Section 798.02, Fla. Stat. relating to lewd and lascivious behavior.
- (w) Chapter 800, Fla. Stat. relating to lewdness and indecent exposure.
- (x) Section 806.01, Fla. Stat. relating to arson.
- (y) Section 810.02, Fla. Stat. relating to burglary.
- (z) Section 810.14, Fla. Stat. relating to voyeurism, if the offense is a felony.
- (aa) Section 810.145, Fla. Stat. relating to video voyeurism, if the offense is a felony.
- (bb) Chapter 812, Fla. Stat. relating to theft, robbery, and related crimes, if the offense is a felony.
- (cc) Section 817.563, Fla. Stat. relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (dd) Section 825.102, Fla. Stat. relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- (ee) Section 825.1025, Fla. Stat. relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- (ff) Section 825.103, Fla. Stat. relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- (gg) Section 826.04, Fla. Stat. relating to incest.
- (hh) Section 827.03, Fla. Stat. relating to child abuse, aggravated child abuse, or neglect of a child.
- (ii) Section 827.04, Fla. Stat. relating to contributing to the delinquency or dependency of a child.
- (jj) Former s. 827.05, Fla. Stat. relating to negligent treatment of children.
- (kk) Section 827.071, Fla. Stat. relating to sexual performance by a child.
- (ll) Section 843.01, Fla. Stat. relating to resisting arrest with violence.
- (mm) Section 843.025, Fla. Stat. relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- (nn) Section 843.12, Fla. Stat. relating to aiding in an escape.
- (oo) Section 843.13, Fla. Stat. relating to aiding in the escape of juvenile inmates in correctional institutions.
- (pp) Chapter 847, Fla. Stat. relating to obscene literature.

EXHIBIT 3 (CONTINUED)
Florida Criminal Statutes

- (qq) Section 874.05, Fla. Stat. relating to encouraging or recruiting another to join a criminal gang.
- (rr) Chapter 893, Fla. Stat. relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- (ss) Section 916.1075, Fla. Stat. relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (tt) Section 944.35(3), Fla. Stat. relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- (uu) Section 944.40, Fla. Stat. relating to escape.
- (vv) Section 944.46, Fla. Stat. relating to harboring, concealing, or aiding an escaped prisoner.
- (ww) Section 944.47, Fla. Stat. relating to introduction of contraband into a correctional facility.
- (xx) Section 985.701, Fla. Stat. relating to sexual misconduct in juvenile justice programs.
- (yy) Section 985.711, Fla. Stat. relating to contraband introduced into detention facilities.
- (zz) Any offense that constitutes domestic violence as defined in s. 741.28, Fla. Stat.

EXHIBIT 4 : Vehicle Specifications

Champion Standard Cutaway

Model: Challenger

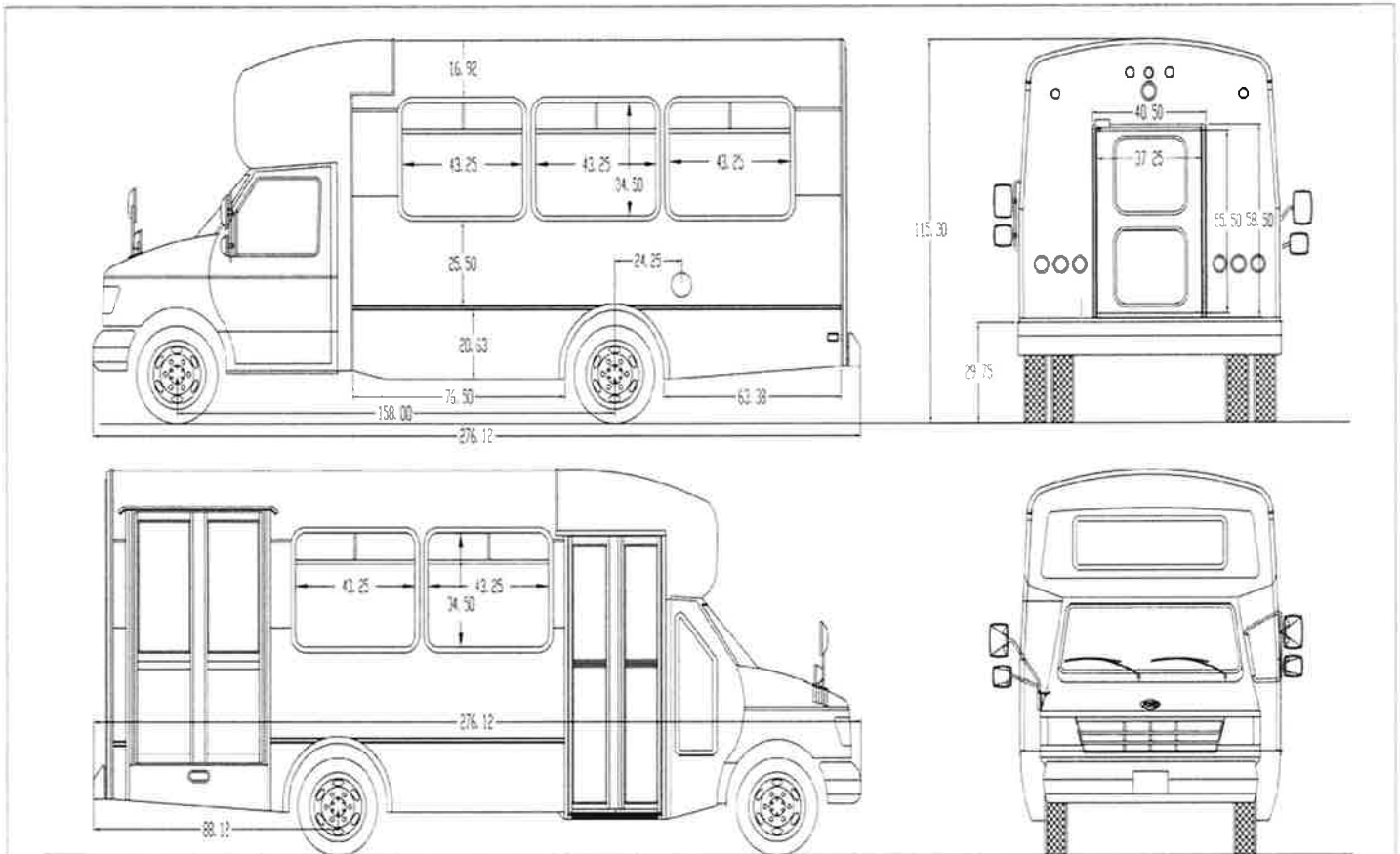
Ford 14,500 GVWR Chassis 2 Tank Propane (+41GGE) Roush

REI WiFi 4 Camera video recording system

Braun 1000lb rated lift

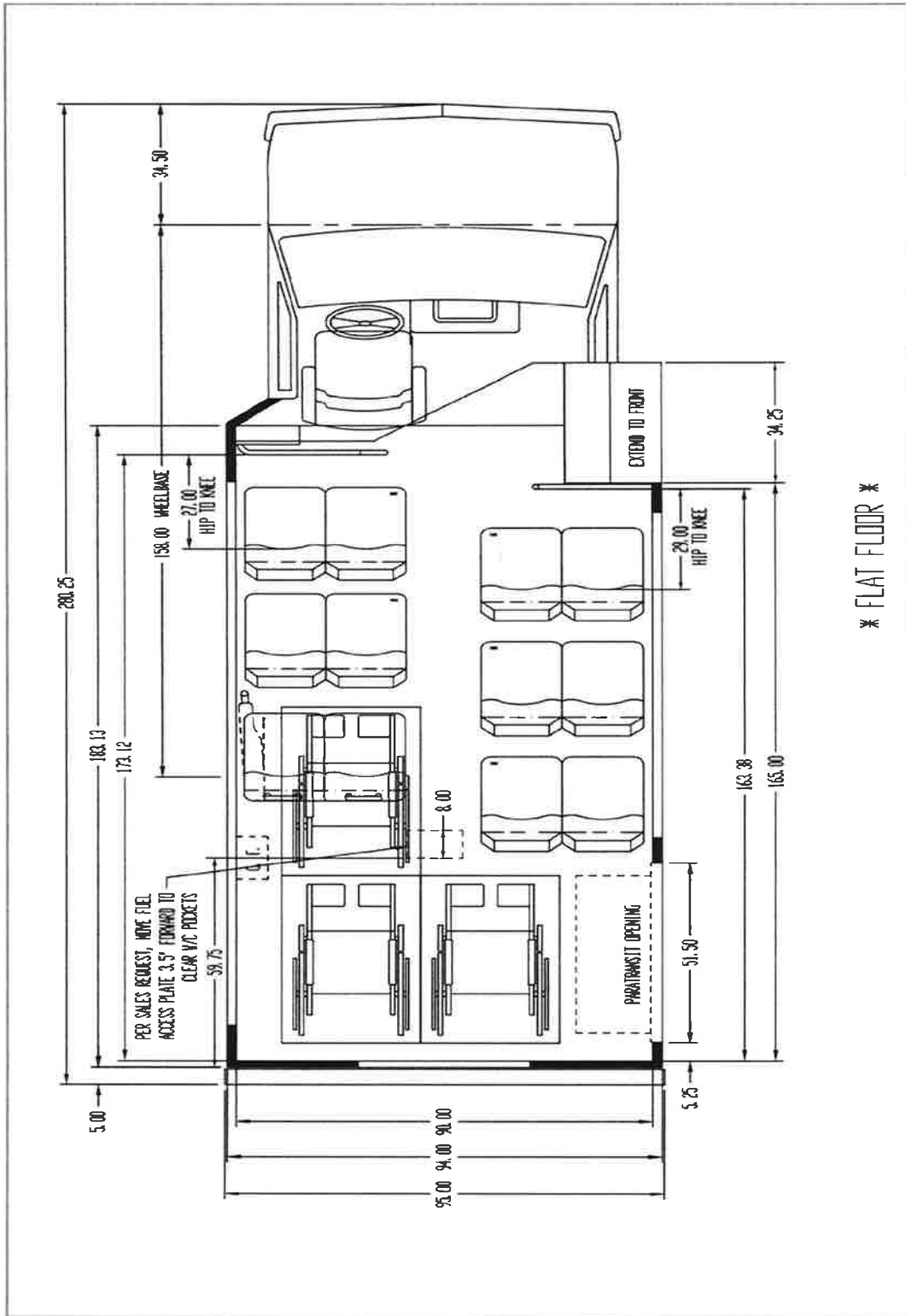
Q-Straint QRTMAX securement system

Freedman Sport Driver seat with Relaxor



						CHAMPION BUS INC. <small>— a THOR company —</small>		MATERIAL: N/A		PURCH./MFG.: N/A	
						MODEL: F/P		TOLERANCES UNLESS OTHERWISE NOTED: .XX = .03 .XXX = .020 X° = 1°		DRAWN BY: B DAVIES	
						CHALLENGER		SCALE: 3/8" = 1'-0"		DATE: 01/17/01	
						ECN #		APP'D		DATE:	
						DO NOT SCALE		CHK		TITLE: ELEVATION FORD CH-231 REAR (LEFT RAISED FLOOR)	
REV	DATE	ECN	DESC. OF CHANGES	BY	APP'D			APP'D		DWG. NO.: ELEV40EG.DWG	

**EXHIBIT 4 : Vehicle Specifications
(CONTINUED)**



* FLAT FLOOR *

REV	DATE	ECN	DESC. OF CHANGES	BY	APP'D
A	11/12/02	MA	Moved V/C next to lift 2' toward aisle to accommodate wheelchair lift	BD	
<p>PART NO. CB022546 CHAMPION BUS INC. --- 1 THEOR ONLY ---</p>					
ECN #	MA	DO NOT SCALE			
MATERIAL: FREEMAN SEAS - MID HIGH FRAMEWEIGHT			PURCH./MFG.: MFG.		
TOLERANCES UNLESS OTHERWISE NOTED			TITLE: FLOORPLAN CH-231 REAR LIFT		
.XX = .03			DATE: 2/12/14		
.XXX = .020			DRAWN BY: F INGA		
X° = 1°			CHK: [blank]		
SCALE:			DATE: [blank]		
APP'D: [blank]			MODEL: CHALLENGER		

EXHIBIT 5: Historical Operational Statistics

These statistics are being provided in this RFP for informational purposes only. Proposers should also keep in mind key changes to Service Areas and other key changes (highlighted in Exhibit 1) that may affect ridership, revenue vehicle hours, productivity, mileage, and fuel consumption in the upcoming contract period.

Table 1: Historic Ridership, Revenue Vehicle Hours, and Productivity

TRIPS	2010	2011	2012	2013	Total
Registered Passengers	658,481	645,460	668,323	646,027	2,618,291
Companions	25,999	15,485	15,116	14,753	71,353
PCAs	29,636	29,036	30,105	27,731	116,508
Annual Total	714,116	689,981	713,544	688,511	2,806,152
VEHICLE HOURS	2010	2011	2012	2013	Total
Revenue Hours	443,185	412,790	388,409	373,869	1,618,253
Non-Revenue Hours	48,075	46,999	43,554	69,475	208,103
Total Hours	491,260	459,789	431,963	443,344	1,826,356
VEHICLE MILES	2010	2011	2012	2013	Total
Total Revenue Miles	7,204,105	6,922,121	6,980,153	7,008,387	28,114,766
Total Non-Revenue Miles	1,336,352	1,146,262	1,144,786	1,435,676	5,063,076
Total Miles	8,540,457	8,068,383	8,124,939	8,444,063	33,177,842
PRODUCTIVITY	2010	2011	2012	2013	Average
pass/mile	0.08	0.09	0.09	0.08	0.085
pass/rev mile	0.10	0.10	0.10	0.10	0.100
pass/veh hr	1.45	1.50	1.65	1.55	1.538
pass/rev hr	1.61	1.67	1.84	1.84	1.740

Table 2: Historic Ridership, Trips by Hour of the Day

Trip Breakdown by Hourly Increments						
Hour	2010	2011	2012	2013	Total	Percent
4:00	8,296	6,287	5,783	6339	26,705	0.93%
5:00	11,956	11,830	10,548	10913	45,247	1.61%
6:00	22,130	22,316	18,821	19481	82,748	2.96%
7:00	74,900	80,598	81,227	90776	327,501	11.51%
8:00	95,723	91,898	99,763	87217	374,601	13.53%
9:00	63,240	57,015	64,185	60334	244,774	8.66%
10:00	45,962	40,105	41,143	38053	165,263	5.87%
11:00	40,473	34,973	32,945	29557	137,948	4.96%
12:00	48,513	44,297	41,075	36362	170,247	6.13%
13:00	60,181	56,085	55,770	58326	230,362	8.17%
14:00	98,468	100,938	113,247	107427	420,080	15.03%
15:00	58,911	56,767	57,747	56290	229,715	8.13%
16:00	37,923	40,449	43,709	39670	161,751	5.80%
17:00	18,384	19,324	21,067	19970	78,745	2.81%
18:00	10,280	9,071	9,429	9122	37,902	1.35%
19:00	6,453	6,136	6,163	6475	25,227	0.88%
20:00	5,390	5,054	4,557	4760	19,761	0.69%
21:00	3,663	3,382	3,207	3611	13,863	0.48%
22:00	2,065	1,952	1,846	1995	7,858	0.28%
23:00	1,055	1,244	1,030	1375	4,704	0.17%
24:00	149	252	266	419	1,086	0.04%
25:00	1	8	16	39	64	0.00%
Report Total:	714,116	689,981	713,544	688,511	2,806,152	100.00%

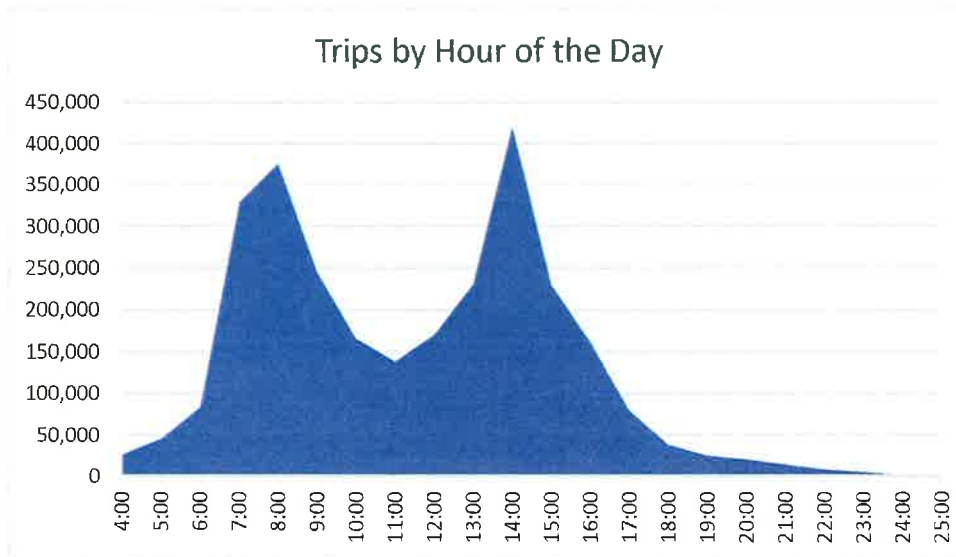


Table 3: Trip Breakdown Weekday vs. Weekend

Vehicle Statistics					Trip Statistics				
2010	Vehicle Hours	Rev Hours	Vehicle Miles	Revenue Miles	Clients	Cmps	PCAs	Total Passengers	Passengers Per Revenue Hour
Saturdays	33,090.76	31,018.29	601,720.60	510,755.20	34,382	2,052	1,896	38,330	1.24
Sundays	21,371.30	19,887.64	404,552.20	343,387.10	19,917	1,883	1,551	23,351	1.17
Weekdays	436,798.24	392,278.99	7,534,184.90	6,349,943.50	604,182	22,064	26,189	652,435	1.66
TOTAL	491,260.30	443,184.92	8,540,457.70	7,204,085.80	658,481	25,999	29,636	714,116	1.61

2011	Vehicle Hours	Rev Hours	Vehicle Miles	Revenue Miles	Clients	Cmps	PCAs	Total Passengers	Passengers Per Revenue Hour
Saturdays:	29,649.93	27,585.32	530,310.00	469,251.00	32,243	1,352	1,919	35,514	1.29
Sundays:	19,310.23	17,707.17	374,450.00	334,543.00	19,977	1,294	1,918	23,189	1.31
WeekDays:	410,829.20	367,497.32	7,163,623.00	6,118,327.00	593,240	12,839	25,199	631,278	1.72
TOTAL	459,789.36	412,789.81	8,068,383.00	6,922,121.00	645,460	15,485	29,036	689,981	1.67

2012	Vehicle Hours	Rev Hours	Vehicle Miles	Revenue Miles	Clients	Cmps	PCAs	Total Passengers	Passengers Per Revenue Hour
Saturdays:	25,145.61	23,187.55	482,871.20	433,447.90	29,657	1,127	2,316	33,100	1.43
Sundays:	16,409.53	15,091.30	333,820.20	299,676.40	17,924	1,219	1,879	21,022	1.39
WeekDays:	390,408.04	350,130.56	7,308,247.10	6,247,028.20	620,742	12,770	25,910	659,422	1.88
TOTAL	431,963.18	388,409.41	8,124,938.50	6,980,152.50	668,323	15,116	30,105	713,544	1.84

2013	Vehicle Hours	Rev Hours	Vehicle Miles	Revenue Miles	Clients	Cmps	PCAs	Total Passengers	Passengers Per Revenue Hour
Saturdays:	26,126.34	22,761.26	494,578.20	431,666.30	29,480	1,124	2,290	32,894	1.45
Sundays:	16,782.32	14,475.72	330,949.70	2,893,465.40	17,046	1,170	2,004	20,220	1.40
WeekDays:	400,434.90	336,632.55	7,618,535.10	6,287,355.40	599,501	12,459	23,437	635,397	1.89
TOTAL	443,343.56	373,869.53	8,444,063.00	9,612,487.10	646,027	14,753	27,731	688,511	1.84

EXHIBIT 6: TOPS Service Area Map

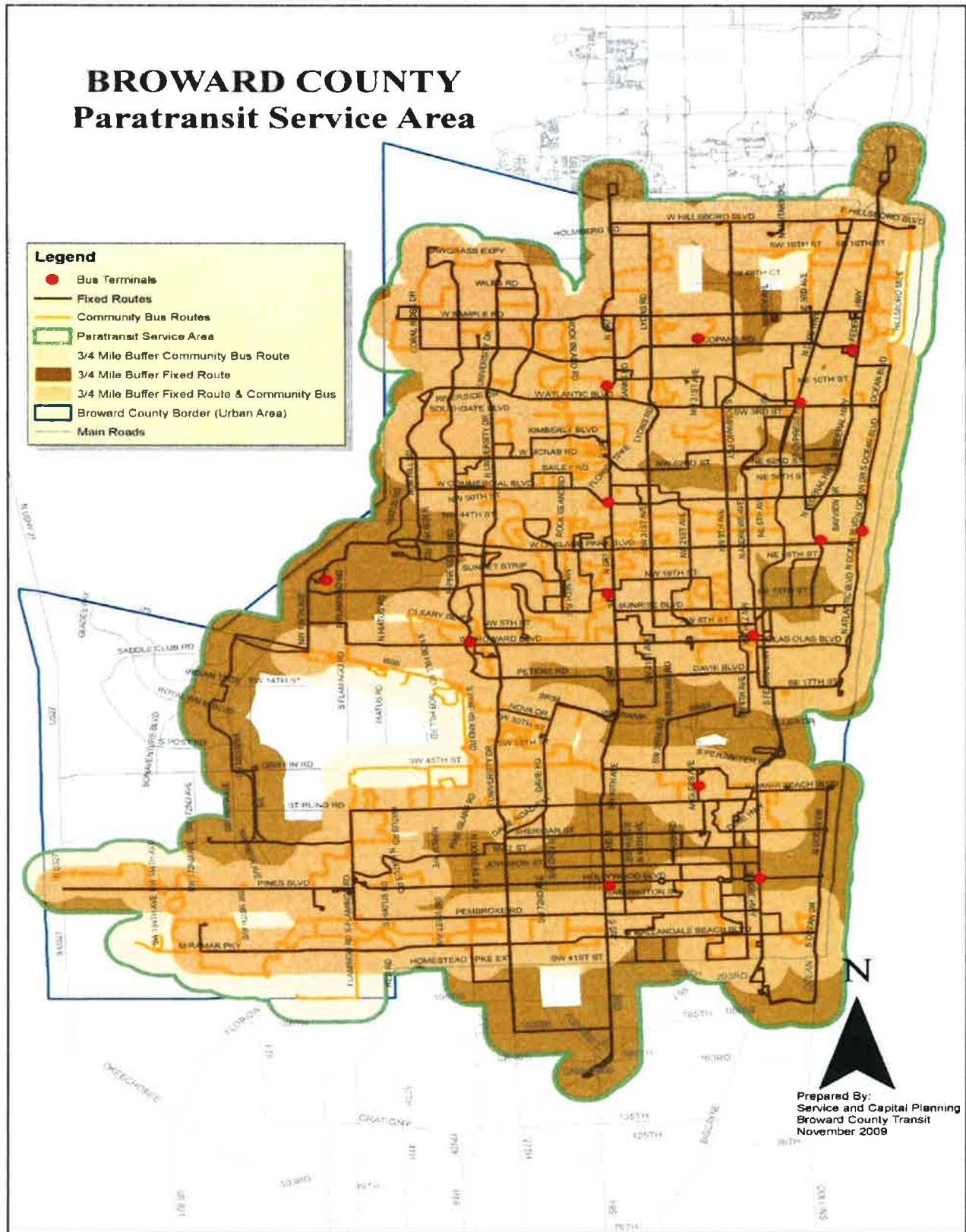


EXHIBIT 7: Evidence of Authorization to Do Business in Broward County

*State of Florida
Department of State*

I certify from the records of this office that CORPORATION is a *domestic* corporation authorized to transact business in the State of Florida, qualified on November 7, 2012.

The document number of this corporation is _____.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report (uniform business report) was filed on March 26, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of July, 2013.*



Ken Detmer
Secretary of State

Authentication ID: 4127777

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.srbiz.org/certauthver.html>

Appendix H

CTC EVALUATION WORKBOOK

CTC

EVALUATION WORKBOOK

Florida Commission for the



Transportation Disadvantaged

CTC BEING REVIEWED: BROWARD COUNTY TRANSIT

COUNTY: BROWARD

ADDRESS: 1 N. UNIVERSITY DRIVE, 3100-A, PLANTATION, FL 33324

CONTACT: PAUL STROBIS

PHONE: 954-357-8321

REVIEW PERIOD: FY 20152016

REVIEW DATES: 03/01/17-06/30/17

PERSON CONDUCTING THE REVIEW: MPO STAFF

CONTACT INFORMATION: CARL EMA 954-876-0052

LCB EVALUATION WORKBOOK

ITEM	PAGE
EVALUATION INFORMATION _____	3
ENTRANCE INTERVIEW QUESTIONS _____	4
GENERAL QUESTIONS _____	6
CHAPTER 427, F.S. _____	9
RULE 41-2, F.A.C. _____	14
COMMISSION STANDARDS _____	18
LOCAL STANDARDS AND AMERICANS WITH DISABILITIES _____	26
STATUS REPORT _____	30
LEVEL OF COST WORKSHEET # 1 _____	33
LEVEL OF COMPETITION WORKSHEET #2 _____	34
LEVEL OF AVAILABILITY WORKSHEET #3 _____	36
ON-SITE OBSERVATION SURVEYS _____	41
RIDER/BENEFICIARY SURVEYS _____	43
CONTRACTOR SURVEYS _____	44
COMPLETE SURVEYS _____	46

EVALUATION INFORMATION

An LCB review will consist of, but is not limited to the following pages:

1	Cover Page
4 - 5	Entrance Interview Questions
6	Chapter 427.0155 (3) Review the CTC monitoring of contracted operators
9	Chapter 427.0155 (4) Review TDSP to determine utilization of school buses and public transportation services
14	Insurance
15	Rule 41-2.011 (2) Evaluation of cost-effectiveness of Coordination Contractors and Transportation Alternatives
18-25	Commission Standards and Local Standards
35	Level of Cost - Worksheet 1
35	Level of Competition – Worksheet 2
37	Level of Coordination – Worksheet 3
42 – 111	Surveys

Notes to remember:

- **The CTC should not conduct the evaluation or surveys. If the CTC is also the PA, the PA should contract with an outside source to assist the LCB during the review process.**
- **Attach a copy of the Annual QA Self Certification.**

ENTRANCE INTERVIEW QUESTIONS

INTRODUCTION AND BRIEFING:

- Describe the evaluation process (LCB evaluates the CTC and forwards a copy of the evaluation to CTD).
- LCB reviews the CTC once every year to evaluate the operations and performance of the local coordinator.

LCB will be reviewing the following areas:

- Chapter 427, Rules 41-2 and 14-90, CTD Standards, and Local Standards
 - Following up on the Status Report from last year and calls received from the Ombudsman program.
 - Monitoring of contractors
 - Surveying riders/beneficiaries, purchasers of service, and contractors
- LCB will issue a Review Report with findings and recommendations to CTC no later than 30 working days after review has concluded.
 - Once the CTC has received the Review Report, the CTC will submit a Status Report to the LCB within 30 working days.
 - Give an update of Commission level activities (last meeting update and next meeting date), if needed.

USING THE APR, COMPILE THIS INFORMATION:

1. OPERATING ENVIRONMENT: RURAL URBAN
2. ORGANIZATION TYPE: PRIVATE-FOR-PROFIT
 PRIVATE NON-PROFIT
 GOVERNMENT
 TRANSPORTATION AGENCY
3. NETWORK TYPE: SOLE PROVIDER
 PARTIAL BROKERAGE
 COMPLETE BROKERAGE
4. NAME THE OPERATORS THAT YOUR COMPANY HAS CONTRACTS WITH:
ARC Broward, Daniel Cantor Center, First Transit, Lucanus Developmental Center, Miramar Senior Services, NE Focal Point, NW Focal Point, Transportation America
5. NAME THE GROUPS THAT YOUR COMPANY HAS COORDINATION CONTRACTS WITH: **See TDSP, Appendix B**
6. NAME THE ORGANIZATIONS AND AGENCIES THAT PURCHASE SERVICE

FROM THE CTC AND THE PERCENTAGE OF TRIPS EACH REPRESENTS? NA
 (Recent APR information may be used)

Name of Agency	% of Trips	Name of Contact	Telephone Number

7. REVIEW AND DISCUSS TD HELPLINE CALLS:

OMBUDSMAN/TD	Number of calls	Closed Cases	Unsolved Cases
Cost	0	0	0
Medicaid NA	0	0	0
Quality of Service	0	0	0
Service Availability	0	0	0
Toll Permit	0	0	0
Other	0	0	0

COMPLIANCE WITH CHAPTER 427, F.S.

Review the CTC monitoring of its transportation operator contracts to ensure compliance with 427.0155(3), F.S.

“Review all transportation operator contracts annually.” See TDSP, Pages 38-41; Appendix E

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS OPERATOR(S) AND HOW OFTEN IS IT CONDUCTED?

1. Contractors are required to provide CTC with updated Driver Rosters by the twentieth (20) calendar day of each month. Roster shall indicate driver's name, date of hire, training dates, last Drug and Alcohol test, Motor Vehicle Record (MVR) review date and date of latest criminal record check. Contractors are required to maintain updated Driver Rosters in the Computerized Trip Management System (CTMS)
2. Contractors must provide CTC with evidence all drivers have completed the training program offered by CTC prior to any driver providing service and must attend a refresher class or repeat new driver training a minimum of once every two (2) years. Classes include Defensive Driver, Passenger Assistance Technique, Responding to Client Incidents, SUNsational Service and other training required by Provider.
3. Training information shall be included in the monthly operating summary package. Additionally, drivers are required to participate in a driver training program developed by CTC. Contractors must require all personnel providing transportation to possess the following, which shall be filed with CTC prior to personnel providing paratransit service: current, valid Broward County Chauffeur's Registration in accordance with requirements of Chapter 22-1/2, Broward County Code of Ordinances. Provider ADEPT driver roster is submitted weekly to Broward County Risk Management department. They verify daily for driver license violations which would require driver removal from operating a vehicle. Driver Training Program shall include a minimum of eighty (80) hours of training prior to driving a service vehicle. This shall include the following: Passenger Assistance Technique; Defensive Driver; Responding to Client Incidents; Vehicle breakdown, Vehicle and/or Passenger Accidents; Vehicle Orientation; Trip Scheduling; and biannual refresher classes.
4. CTC requests MVRs for Contractor's drivers on a periodic basis. When a report shows evidence of violations, CTC will promptly notify Contractor and Taxi Section of Broward County's Division of Consumer Affairs. Contractor must have procedures to periodically review drivers' MVRs. Compliance is monitored by CTC staff. Per Contract "County may request and review State of Florida MVRs for Contractor's drivers on a monthly basis".
5. Training program includes methods for measuring effectiveness of training in developing skill and improving performance. Methods shall be based on performance indicators which measure proficiency and not solely on Contractor meeting minimum training hours required. Such measurement procedure shall be provided to CTC upon request.
6. CTC performs annual evaluations of Contractors ensuring compliance with the

System Safety Program Plan, locally approved standards, FCTD and FDOT standards, annual operating data and insurance requirements.

7. CTC's direct involvement in day-to-day operations of service includes but is not limited to: on-street monitoring of drivers and vehicles, equipment and customer service inspections, contract compliance and quality control. Full cooperation is provided by Contractors CTC for monitoring programs. Contractors provide full access to all driver records at operating facilities. Contractors are required to make available: work station, desk, telephone and chair if so requested.
8. CTC's on-street monitoring shall include but is not limited to: on-time performance, knowledge of service area and routing, driver assistance, manifest accuracy and completeness, driver and vehicle appearance, wheelchair lift condition and operation, wheelchair securement systems and use, safety equipment, driving habits and compliance with Florida Motor Vehicle Regulations. Language from Contractor Service Agreement (See page 6, #3).
9. Contractors provide CTC with service data via summary reports generated by CTMS and a bi-weekly invoice for each component of service for previous bi-weekly (Monday through Sunday) period. This information shall include but is not limited to the following: number of one-way passenger trips by type of trip; total hours of vehicle service; copies of daily reports for driver activity or other daily reports showing starting and ending times; starting and ending mileage for each vehicle; copies of trip tickets, log sheets or driver manifests; weekly reimbursement charges for services and denied trips requests.
10. CTC operates with zero trip denial rates. If one provider is unable to perform a requested trip due to capacity constraints another provider performs the trip.
11. Pursuant to Federal Transit Administration's (FTA) standards for precision, accuracy and accountability, CTC is required to report data to the National Transit Database (Section 15 data). As required by FTA, or CTC, Contractors shall collect Section 15 data and other "service supplied" information or "service consumed" information, as terms are defined in Section 15 of FTA regulations. Contractors are responsible for collection of financial and operational data, including on-board operational and passenger-related data and for transmittal to CTC on CTC approved forms as follows: operational and passenger-related data shall be submitted to CTC no less than weekly, financial data shall be submitted to CTC no less than quarterly and designated "service supplied" data shall be submitted to CTC thirty (30) days prior to termination of CTC's fiscal year. All source documents for Section 15 filings shall be subject to audit and shall be maintained by Contractors for five (5) years following final payment under their agreement with CTC.
12. Contractors must provide written monthly reports to CTC by the twentieth (20th) day of the month following the month of service. All required information shall be collected and reported individually for each funding component of service. Reports shall be submitted on a form developed by Contractor and approved by CTC and shall include, but not be limited to the following:
 - Brief Narrative: Brief narrative highlighting month's activities, unusual events,

trends and other noteworthy observations.

- Ridership: Number of one-way passenger trips, PCAs and Companions on a day-by-day basis for each funding and fare entity and category.
- Miles and Hours: Total hours of service and vehicle miles on a day-by-day basis.
- Cost of Service: Total service revenue based upon contracted rates, collected fares and net revenue to provide service (total revenue less imputed fares).
- Service Quality Measures: On-time performance data, trips completed, missed trips and trip denials with an explanation.
- Efficiency Measures: Appropriate measures to include passengers per mile, hour or vehicle trip.
- Fleet Data: Updated fleet listings and status of all vehicles.
- Other: Accident/incident reports/briefs/findings, training activities/certifications, including sensitivity training and education, key personnel changes and suggested improvements.

13. All vehicles, wheelchair lifts or ramps and wheelchair securement devices are inspected annually by CTC staff. All vehicles must be approved, inspected and display an inspection sticker issued by CTC prior to providing service. Complaints received concerning any vehicle or its equipment, at CTC's discretion, may require vehicle to report to CTC's facility. If the complaint is related to safety issues, vehicle must report to the CTC immediately. Any vehicle found in violation of any contractual standard must be removed from service until violation is remedied.

14. CTC reserves the right through its agreements with Contractors, in its sole discretion, at any time, to inspect vehicles and maintenance facilities during normal working hours and to review Contractors' maintenance records.

Day-to-day monitoring is also conducted through CTC's Complaint Procedure. All client complaints shall be referred to CTC's Paratransit Customer Service. All complaints are entered into CTMS. Complaint will be forwarded to Contractor for written or electronic response. Contractor's responses shall be made within three (3) business days of receipt of complaint. Complaints of more serious nature such as injury, driver misconduct and client safety shall be responded to by the end of that business day. Complaints are tallied each month, indicating total number of complaints and type of complaints, for each Contractor. The complaint standard is established at 0.2% of trips delivered in a calendar month.

15. CTC works closely with CTD's Ombudsman Program to resolve all service complaints and inquiries. CTC investigates each item as described above (see #15), contacts all concerned parties and sends CTD's Ombudsman Program a report on the resolution of the complaint/inquiry.

Is a written report issued to the operator? Yes No

If NO, how are the contractors notified of the results of the monitoring?

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS COORDINATION CONTRACTORS AND HOW OFTEN IS IT CONDUCTED?

- Insurance Certificates are monitored and updated annually to ensure compliance with State and Local standards.
- Random site visits.
- Random vehicle inspections.
- Review of Annual Operating Report data.

Is a written report issued? Yes No

If NO, how are the contractors notified of the results of the monitoring?

WHAT ACTION IS TAKEN IF A CONTRACTOR RECEIVES AN UNFAVORABLE REPORT?

Drivers and vehicles may be removed from service and/or termination of Coordination Agreement.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

ASK TO SEE DOCUMENTATION OF MONITORING REPORTS.
COMPLIANCE WITH CHAPTER 427, F.S.

<p>Review the TDSP to determine the utilization of school buses and public transportation services [Chapter 427.0155(4)] <i>“Approve and coordinate the utilization of school bus and public transportation services in accordance with the TDSP.”</i></p>
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HOW IS THE CTC USING SCHOOL BUSES IN THE COORDINATED SYSTEM? N/A

School bus joint use program is not used in Broward County. Expense of liability insurance is a major concern raised by the School Board. In addition, lack of seat belts and air conditioning on school buses is a problem for TOPS clients. However, there is an agreement between Broward County Transit (BCT) and the School Board to provide emergency transportation services for residents to designated shelters in the event of a hurricane or other natural disaster. School Board services could be used for backup for assisted living facilities, mobile home parks and other congregate living sites.

<p>Rule 41-2.012(5)(b): <i>"As part of the Coordinator's performance, the local Coordinating Board shall also set an annual percentage goal increase for the number of trips provided within the system for ridership on public transit, where applicable. In areas where the public transit is not being utilized, the local Coordinating Board shall set an annual percentage of the number of trips to be provided on public transit."</i></p>
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HOW IS THE CTC USING PUBLIC TRANSPORTATION SERVICES IN THE COORDINATED SYSTEM? N/A

BCT is dedicated to improving its fixed-route bus system on an ongoing basis and has

completed the following improvements to enhance accessibility:

- Currently **3,790** bus stops are ADA compliant (280 bus stops cannot meet ADA requirements due to space/easement limitations) out of 4,574 bus stops which may be ADA accessible. There are ADA accessible bus stops on all routes. All bus drivers provide assistance upon request.
- All buses are equipped with voice annunciation systems which provide on-board automatic voice announcements in English, Spanish and Creole. They announce bus stops, major transfer points and safety advisories.
- All signage, both inside buses and at bus stops, complies with ADA regulations.

Clients requesting transportation services are directed to fixed-route service provided by BCT. Those unable to use fixed-route service are encouraged to apply for TOPS! paratransit service. Disabled clients who can use fixed-route bus service for some trips are granted ADA/TD conditional eligibility and use paratransit service only for trips where bus service is not accessible or navigable.

To help clients navigate fixed-route bus service, Paratransit Services offers a free Travel Training Program. A professional instructor provides personal and group lessons to teach riders how to use County buses. Paratransit eligible riders may call 954-357-8405 and make an appointment.

BCT provides service to 410 square miles within Broward County. BCT fixed-route buses connect with Palm Beach and Miami-Dade transit systems and Tri-Rail. BCT's fleet has 343 fixed-route buses (all are handicap accessible) providing service on 44 weekday routes; 66 community buses operated in partnership with 19 municipalities. BCT transports 35.1 million passengers annually (114,761 daily) with an annual service mileage of 17.5 million miles. 44 BCT Routes and 54 Community Bus Routes provide service on Saturdays and 29 BCT Routes and 8 Community Bus Routes on Sundays. There are **4,574** designated bus stops and 1,082 have shelters.

BCT provides service into Miami-Dade and Palm Beach Counties.

Fixed-route service into Palm Beach County includes Route 19 to Sandalfoot and Route 10 to Mizner Park.

Fixed-route service into Miami-Dade County includes Route 18, 441 Breeze and University Breeze to Golden Glades;, Route 2 to 207th Street and University Drive Routes 1, 28 and US 1 Breeze to Aventura Mall and 95 & 595 Express Buses from various Park & Rides to downtown Miami.

BCT provides free Wi-Fi on the 441 Breeze, US 1 Breeze, University Drive Breeze, all 6 express routes and the Broward Central Terminal. BCT operates 67-40' hybrid buses, 29- articulated diesel buses, 19- hybrid articulated buses and 14 MCI Over the Road Coaches.

Transit Technology

Computer Aided Dispatch/Automatic Vehicle Locator (CAD/AVL)

This computerized bus tracking technology locates buses in service. It allows real time monitoring of bus movements, better control of bus headway, closer schedule adherence tracking and ability to direct maintenance crews faster in the event of vehicle breakdown or loss of communication. This technology allows BCT to improve dispatch efficiency and reliability of bus service. In addition, extensive information is collected for planning purposes.

Status: CAD/AVL uses cellular communications to provide frequent location reports from the bus and provides more reliable voice communications. CAD/AVL also allows real-time bus tracking information to be shared via website, mobile application, and passenger advisory signs located at bus stops and terminals. BCT is currently installing a new CAD/AVL system in fixed-route and community BCT is currently installing CAD/AVL systems in fixed-route and community busses.

Automatic Passenger Counters (APC)

APCs count passengers when they board and exit buses. This technology enables BCT to develop or refine bus schedules and collect information for planning purposes. APCs reduce the cost of collecting ridership information. It increases the amount and quality of information obtained and permits continuous sampling of stop-by-stop ridership. APCs can be used to meet National Transit Database data reporting requirements for tracking ridership data, improving system on-time performance and to maximize operational efficiencies.

Status: BCT is exploring options to replace its existing Automatic Passenger Counter (APC) system with newer technology that will result in greater data quality and reliability. A new APC system will interface with the new CAD/AVL system currently being installed.

Real Time Transit Information

This technology provides better customer service by disseminating timely and accurate service information about projected bus arrival and departure times, disruptions and delays, transfers and other transportation services at select locations. It also provides customers other travel related information: date and time, transportation related security information, updates during emergencies and public service announcements. Access to information is provided through media including Passenger Advisory Signs (PAS), smart phones, mobile devices, internet, and dynamic message signs strategically located at bus shelters, transit centers, major office buildings and shopping centers. Riders use real time information to choose how they travel (bus, car or rail), which route and when. This technology ties into BCT's primary function – to give the best customer service by helping travelers make efficient use of time while waiting for a bus. Knowing when a bus will arrive or depart helps reduce traveler anxiety.

Status: The CAD/AVL system enables BCT to disseminate and provide bus arrival and departure times, delays and other traveler related information to provide improved customer service. CAD/AVL project scope includes PASs at three (3) major transfer locations and real-time information delivered through Interactive Voice Response (IVR), website, email, text messaging and mobile phone apps.

Traffic Signal Priority System (TSP)

TSP is an ITS strategy providing buses preference at traffic signals when they arrive at intersections or under certain conditions. BCT expects this technology to reduce bus delays and maintain schedules with minimum impact on cross street traffic. TSP will improve mobility, reliability and efficiency.

Status: BCT is actively collaborating with its regional partners such as FDOT and Broward MPO, as well as Broward County Traffic Engineering to determine its' potential application and benefits. Transit Division will begin testing this technology with the traffic light system once the CAD/AVL system is fully operational.

Smart Cards

Smart Cards are replacing magnetic stripe cards as the fare collection system of choice. Smart Cards look similar to credit cards and are equipped with a programmable memory chip that performs several functions: holding instructions-value, self-monitoring and creating an electronic bill record. BCT is currently investigating mobile device ticketing options and Smart-Card technology, which allows more flexibility for payments to be accepted by several transit systems in the region using a variety of payment methods.

Status: New technologies and a wider array of payment methods are currently under review. BCT issues photo identification cards for fixed-route users deemed eligible for reduced fare based on age and/or disability. Presenting the photo ID to bus drivers and/or bus pass vendors enables users to purchase reduced fare passes.

BCT Bus Pass is a credit-card size fare card with a magnetic swipe. It is a cost-savings pass for daily, unlimited travel for a specific period of time:

Transit Fare Types	Effective October 1, 2015
Regular One-Way Fare	\$2.00
Reduced One-Way Youth/Senior/Disabled/Medicare	\$1.00
Premium Regular- One-Way Fare	\$2.65
Premium Reduced Youth/Senior/Disabled/Medicare – One-Way Fare	\$1.30
10-Ride Pass	\$20.00
Premium 10-Ride Pass	\$26.50
All Day Pass	\$5.00
All Day Reduced Youth/Senior/Disabled/Medicare	\$4.00
7-Day Pass	\$20.00
3-Day Pass	\$12.00
31-Day Adult Pass	\$70.00
Premium 31-Day Adult Pass	\$95.00
31-Day Reduced Youth/Senior/Disabled/Medicare	\$40.00
31-Day College Student Pass	\$50.00

Exp. Regular One-Way Fare	\$2.65
Exp. Sr/Youth/Disabled/Medicare	\$1.30
Exp. Premium 10-Ride Pass	\$26.50
Exp. Premium 31-Day Pass	\$95.00

BCT partners with Broward County Homeless Initiative Partnership Administration to provide discounted bus passes, (50%), to agencies in Broward County serving homeless individuals. County Human Services provides BCT a list of agencies eligible to purchase discounted passes. This is not a grant. Passengers transferring from BCT to Miami-Dade Transit (MDT), PalmTran or Tri-Rail systems will be issued a free transfer and pay the appropriate fare on the other transit system. Passengers transferring from MDT, Palm Tran or Tri-Rail pay \$.50 with a transfer issued by MDT, Palm Tran or Tri-Rail.

Eligible conditional status ADA and/or TD Paratransit clients may ride Broward County fixed-route buses free-of-charge without affecting their paratransit eligibility.

All registered Nutrition Paratransit clients may ride Broward County fixed-route buses free-of-charge in lieu of utilizing paratransit service. Free use of fixed-route service will not cancel Nutrition Paratransit eligibility.

Passengers who prefer online trip planning assistance for travel on BCT buses can log on to Google Transit™ at www.google.com/transit. BCT offers riders online trip planner as an alternative to driving directions. Passengers start by entering the starting and ending destination and expected departure or arrival time. Google Transit™ will provide up to three (3) suggested trip plans featuring trip maps, transfer instructions, and estimated arrival times.

Bus passengers and authorized vendors can purchase bus passes online after creating an “Access Broward” account. Visit www.broward.org/bct and click on “Fares,” then select “Bus Pass Purchase.” Broward County Transit (BCT) bus passes can be ordered online by making an electronic payment. Transit riders can order only 10-Ride, 7-Day, 31-Day Adult, 10-Ride Premium and 31-Day Premium bus passes. Reduced fare bus passes (Youth/Senior/Disabled/Medicare/College Student) must be purchased in person at the main terminal or authorized vendor locations as valid I.D. is required for age, student status and/or disability verification. Authorized bus pass vendors are able to purchase all bus passes online with the exception of the All-Day bus pass which can only be purchased onboard the bus.

When an online purchase is made, the customer will be sent an e-mail confirming the order. Standard shipping via the U.S. Postal Service (USPS) is free. Authorized bus pass vendors have the option of bus passes being shipped for free by USPS or by secure delivery for a graduated rate.

Online orders are usually processed within three business days. For orders shipped within the U.S., please allow 7-10 business days to receive your bus pass.

Orders may be placed 24-hours-a-day, seven-days-a-week; however, orders placed after 2:00 p.m. on Friday, weekends or holidays will be considered received the following business day and will usually be processed within three business days.

Online transaction information is processed using a 128-bit “Secure Socket Layer” (SSL) certificate. This protection makes it extremely difficult – if not impossible – for anyone to intercept personal or credit card information.

All online bus pass purchases are final; bus passes cannot be exchanged or refunded. BCT does not assume responsibility or liability for bus passes that are lost during shipping. Under Florida law, e-mail addresses are public records. If customers do not want their account registered email addresses released in response to a public records request, they should not register to purchase bus passes online.

BCT’s Customer Relations and Communications Section develops and implements marketing, advertising and public relations programs to provide the public with information about current, new and enhanced bus service, special projects and events and benefits of riding public transportation. This section responds to a myriad of client inquiries and provides personal trip planning through the client information telephone center and Google Transit™ accessible on BCT’s web site.

Improvements are ongoing at www.broward.org/bct. Its redesign and more user-friendly layout have resulted in continued increases of monthly visits. Enhancements include “Transit Flash,” a monthly e-newsletter sent to a client e-mail database with up-to-date information online bus pass purchasing and translation from English to Spanish and Creole.

IS THERE A GOAL FOR TRANSFERRING PASSENGERS FROM PARATRANSIT TO TRANSIT? Yes No

If YES, what is the goal? 120 riders per year

Is the CTC accomplishing the goal? No

IS THE CTC IN COMPLIANCE WITH THIS REQUIREMENT? Yes No

Comments:

The staff travel trainer attended the Easter Seals Travel Training in July 2016. Following the July 2016 training, the staff member developed the travel training program and has conducted travel training in the community.

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(1), Minimum Insurance Compliance “...ensure compliance with the minimum liability insurance requirement of \$100,000 per person and \$200,000 per incident...”

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS?

Minimum limits of One Million Dollars (\$ 1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS IN THE OPERATOR AND COORDINATION CONTRACTS?

See TDSP, Appendix F, Operator Contract, Article 16

- HOW MUCH DOES THE INSURANCE COST (per operator)?

Operator	Insurance Cost
ARC Broward	\$21,465
Daniel Cantor Senior Center	\$112,165.21
First Transit	\$501,775
Lucanus Developmental Ctr	\$69,232
City of Miramar/Miramar Senior Services	\$3,700
NE Focal Point (Deerfield)	\$14,092
NW Focal Point (Margate)	\$23,026
Transportation America	\$986,148

DOES THE MINIMUM LIABILITY INSURANCE REQUIREMENTS EXCEED \$1 MILLION PER INCIDENT?

Yes No

If yes, was this approved by the Commission? Yes No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Comments:

Compliance with 41-2.011(2), Evaluating Cost-Effectiveness of Coordination Contractors and Transportation Alternatives.

“...contracts shall be reviewed annually by the Community Transportation Coordinator and the Coordinating Board as to the effectiveness and efficiency of the Transportation Operator or the renewal of any Coordination Contracts.”

1. IF THE CTC HAS COORDINATION CONTRACTORS, DETERMINE THE COST-EFFECTIVENESS OF THESE CONTRACTORS.

Cost [CTC and Coordination Contractor (CC)]

See TDSP Appendix B, Providers and Coordination Contractors

	CTC	CC #1	CC #2	CC #3	CC #4
Flat contract rate (s) (\$ amount / unit)	NA				
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
AMBULATORY	\$24.85				
WHEELCHAIR	\$42.61				
Special or unique considerations that influence costs?					
Explanation:					

2. DO YOU HAVE TRANSPORTATION ALTERNATIVES? Yes No
 (Those specific transportation services approved by rule or the Commission as a service not normally arranged by the Community Transportation Coordinator, but provided by the purchasing agency. Example: a neighbor providing the trip)

Cost [CTC and Transportation Alternative (Alt.)] NA

None known to CTC	CTC	Alt. #1	Alt. #2	Alt. #3	Alt. #4
Flat contract rate (s) (\$ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation:					

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Rule 41-2

Findings:

Recommendations:

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Commission Standards

“...shall adhere to Commission approved standards...”

Review the TDSP for the Commission standards. **See TDSP, Appendix F, Paratransit Contract**

Commission Standards	Comments
<p>Local toll free phone number must be posted in all vehicles.</p>	<p>Rule 41-2.006 (4) (f), F.A.C.: A local toll free for complaints or grievance shall be posted inside the vehicle. The local complaint process be outlined as a section in the local Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local coordinating board.</p> <p>Local Policy: Services provided by BCT may be reached by calling BCT Customer Service Paratransit Services Section, (954) 357-8400 #2 or 1-800-599-5432 (toll free within Dade, Broward and Palm Beach Counties) (hearing impaired–(954) 357-8302). FCTD has a TD Hotline available Monday through Friday, 8:00 a.m. to 5:00 p.m., 1-800-983-2435 or TTY 1-800-648-6084. The phone numbers are posted in all TOPS! vehicles and are also included in the <i>Rider's Guide</i>, which is sent to all TOPS! customers.</p>
<p>Vehicle Cleanliness</p>	<p>Rule 41-2.006 (4) (h), F.A.C.: Interior of all vehicles shall be free of dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.</p> <p>Local Policy: Broward County Vehicle Standards: It is the responsibility of CONTRACTOR to ensure each vehicle meets standards established in the TDSP, MOA, FCTD and Chapter 341.061(2)(a), Florida Statutes and Rules. The following are minimum standards which must be met by CONTRACTOR at all times while providing services: Vehicle exterior or is free of grime, oil or other substance, cracks, breaks, dents and damaged paint that noticeably detracts from the overall appearance of the vehicle. Body molding should be in place, or if removed, holes filled and painted. Interior shall be free from dirt, grime, oil, trash or other material which could soil items and protruding metal or other objects that could damage items. Passenger compartment is clean, free of torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges and vermin or insects. All vehicles shall be cleaned-inside and out daily.</p>

Commission Standards	Comments
	<p>Vehicles used in general service with capacity of fifteen (15) passengers or less cannot be more than five (5) years old.</p>
<p>Passenger/Trip Database</p>	<p>Rule 41-2.006 (4) (j), F.A.C.: Broward County passenger/trip data base must be maintained or accessible by the BCT paratransit services section on each rider being transported within the system.</p> <p>Local Policy: Required Records: Call representative shall confirm or record the following in CTMS for each call: A) PIN #; B) confirm Name, Address, Phone Number and Emergency Contact; C) determine if call is for a complaint or transportation; D) Verify eligibility; E) Verify Pick-up location; F) Determine drop-off location; G) Determine date of travel; H) Verify if pick-up or appointment; I) Determine appointment time; J) Determine if PCA or companion is traveling; K) Recap information; L) Save to wait-list and advise caller they will receive an automated call the night before advising the pick-up time.</p> <p>Client Pick Up: CONTRACTOR shall be required to provide door-to-door service. Drivers must go into lobbies or vestibules of buildings to locate and/or assist a client; however, drivers are prohibited from entering residences. Sounding a horn at the curb shall be insufficient notification of a ride's arrival. When client boards the vehicle, driver shall complete paperwork or utilize an alternate automated system indicating pickup. The following information, at a minimum, shall be recorded by driver: (A.) pick-up time (B.) vehicle odometer mileage; (C.) fare collected from passenger (D.) Other information as required by COUNTY.</p> <p>Section 15 Filing: Pursuant to FTA's standards for precision, accuracy and accountability, COUNTY is required to report data to National Transit Database (Section 15 data). As required by FTA or COUNTY, CONTRACTOR shall collect Section 15 data and other "service supplied" information or "service consumed" information, as terms are defined in Section 15 of FTA Regulations. CONTRACTOR shall be responsible for collection of financial and operational data, including on-board operational and passenger related data and transmittal to COUNTY on COUNTY approved forms as follows: (A.) Operational and passenger related data shall be submitted to COUNTY no less than weekly (B.) Financial data shall be submitted to COUNTY no less than quarterly and (C.) Designated service supplied data</p>

Commission Standards	Comments
	<p>shall be submitted to COUNTY thirty (30) days prior to termination of COUNTY'S fiscal year.</p> <p>All source documents for Section 15 filings shall be subject to audit and shall be maintained by CONTRACTOR for five (5) years following final payment under this Agreement.</p>
Adequate seating	<p>Rule 41-2.006 (4) (k), F.A.C.: Adequate seating for paratransit services shall be provided to each rider and escort, child or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit service provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.</p> <p>Local Policy: Availability: "Availability" shall mean a measure of capability of transit system to be used by potential patrons such as hours system is in operation, route spacing, seating availability and pick-up and delivery time parameters.</p> <p>Denials/Refusal of Service: CONTRACTOR may refuse to provide contracted paratransit service to clients if vehicle capacity is insufficient to accommodate users at the time they wish to travel. When service is refused for vehicle capacity reasons, CONTRACTOR will notify the Call Center. Call Center will make other arrangements to provide the requested trip including contacting Client.</p> <p>Wheelchair to Seat Transfer: CONTRACTOR may ask clients who use wheelchairs if they wish to transfer from wheelchair to seat. Such transfer is at the discretion of the client and service may not be refused or denied based upon decision of client.</p> <p>Accessibility: CONTRACTOR shall provide sufficient dedicated vehicles, which shall include but not be limited to, an appropriate number of vehicles equipped with lift or ramp, wheelchair securement devices and spare vehicles to maintain service in case of vehicle breakdowns, suitable for transportation of clients to meet requirements specified in this Agreement. All vehicles, wheelchair lifts or ramps and wheelchair securement devices used for paratransit service shall meet all applicable ADA</p>

Commission Standards	Comments
	<p>regulations, be approved by COUNTY and are subject to annual COUNTY inspection. CONTRACTOR shall meet or exceed standards and requirements for accessible vehicles set forth in Architectural and Transportation Barriers Compliance Board (ATBCB) as published in 49 CFR Section 37.161, 37.163, 37.167, 37.169,38.21 and 38.23-38.33, on September 6, 1991. Failure to provide adequate vehicles to meet terms and conditions of this Agreement may result in termination of Agreement as provided by Article 15 herein.</p>
<p>Driver Identification</p>	<p>Rule 41-2.006 (4) (l), F.A.C.: Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with specific passengers, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transport the rider on a recurring basis. Each driver must have a photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.</p> <p>Local Policy: Trip Delivery: Safety of driver, riders, public and a positive experience for the rider and driver are of primary importance to COUNTY. CONTRACTOR shall ensure drivers provide service as follows: Wear either company photo identification or name badge, patch, inscription with the name of the company/driver and, at Contractor's option, a company designated uniform.</p>
<p>Passenger Assistance</p>	<p>Rule 41-2.006 (4) (m), F.A.C.: The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. Boarding assistance shall include opening the vehicle door, fastening the seat belt or wheelchair securement devices, storage of mobility assistive devices and closing the door. Assisted access must be in a dignified manner. Drivers may not assist wheelchairs up or down more than one step, unless it can be performed safely as determined by the passenger, guardian and driver.</p> <p>Local Policy: Client Pick Up: CONTRACTOR shall be required to provide door-to-door service. Drivers must go into lobbies or vestibules of buildings to locate and/or assist client; however, drivers are prohibited from entering residences. Sounding a horn at the curb shall be insufficient notification of a ride's arrival. When client</p>

Commission Standards	Comments
	<p>boards the vehicle, driver shall complete paperwork, or utilize an alternate automated system, indicating pick-up has been made. The following information, at a minimum, shall be recorded by the driver: (A.) pick-up time (B.) vehicle odometer mileage (C.) fare collected from passenger; (D.) Other information as required by COUNTY.</p> <p>Door-to-Door Service: Clients shall be provided door-to-door service as defined by Article I herein. Sounding the horn at the curb shall not be acceptable as sufficient notification of driver's arrival. Door, used herein, shall be building's door, not an individual office or apartment door located within a building.</p> <p>Client Assistance: Boarding and disembarking assistance shall be provided to any client. Driver shall go to door, announce his or her arrival (e.g., face-to-face or by intercom) and provide any additional assistance which will ensure client's safe passage to and from vehicle and vehicle seat. Even if client indicates he or she does not require driver's assistance, driver shall take necessary precautions to ensure client's safe passage.</p> <p>Trip Delivery: Safety of driver, riders and public and a positive experience for rider and driver, are of primary importance to COUNTY.</p> <p>CONTRACTOR shall ensure drivers provide service as follows: Provide courteous and safe assistance to riders. Drivers: Driver Training Program must include a minimum of eighty (80) hours of training prior to (scheduled classroom training such as Defensive Driving may be accomplished during the first thirty (30) days of employment, due to class scheduling considerations) driving a service vehicle. All drivers providing service under this Agreement must be employees of CONTRACTOR and use of independent contractors is not allowed. Training must include, in addition to training requirements for all employees as set forth above, instruction in: Passenger Assistance Technique Certification or an equivalent course which must be approved by COUNTY prior to service delivery. Training shall include elderly and disabled client sensitivity, awareness and communications, passenger relations and assistance, hands-on assistance to visually impaired and dealing with service animals (guide dogs), assistance with mobility equipment including wheelchairs, scooters, walkers, canes, crutches, braces, etc.</p>

Commission Standards	Comments
Smoking, Eating and Drinking	<p>Rule 41-2.006 (4) (n), F.A.C.: Smoking is prohibited in any vehicle.</p> <p>Local Policy: Broward County Vehicle Standards: It is CONTRACTOR's responsibility to ensure each vehicle meet standards established in the TDSP, MOA, FCTD and Chapter 341.061(2)(a), Florida Statutes and Rules. The following are minimum standards which must be met by CONTRACTOR at all times while providing services: No smoking in vehicle.</p>
Two-way Communications	<p>Rule 41-2.006 (4) (p), F.A.C.: All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance after May 1, 1996.</p> <p>Local Policy: Broward County Communication: CONTRACTOR shall be required to provide a base radio station and two-way mobile radios and/or cellular telephones for CONTRACTOR owned vehicles and sufficient portable two-way radios and/or cellular telephones to enable office and field supervisors to communicate with each other and dispatch staff.</p>
Air Conditioning/Heating	<p>Rule 41-2.006 (4) (q), F.A.C.: All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner and/or heater shall have two years to be in compliance after May 1, 1996.</p> <p>Local Policy: Vehicle Standards: It is CONTRACTOR's responsibility to ensure each vehicle meet standards established in the TDSP, MOA, FCTD and Chapter 341.061(2)(a), Florida Statutes and Rules. The following are minimum standards which must be met by CONTRACTOR at all times while providing services: Vehicles are to be equipped with operable air-conditioning system. If air conditioning system becomes inoperable during the day, vehicle may continue to provide service only for the remainder of that day.</p>

Commission Standards	Comments
Billing Requirements	<p>Rule 41-2.006 (4) (i), F.A.C.: Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined by the local Coordinating Board and provided in the local Service Plan. All bills shall be paid within 15 calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator is a non-governmental agency.</p> <p>Local Policy Compensation: COUNTY shall compensate CONTRACTOR for services rendered in full compliance with terms and conditions of this Agreement.</p> <p>Compensation: CONTRACTOR shall be compensated for services delivered pursuant to terms and conditions of this Agreement as follows:</p> <p>Payment: COUNTY will remit payment to CONTRACTOR within thirty (30) days from date each report is received pursuant to Article 7.1. COUNTY shall comply with provisions of the "Florida Prompt Payment Act" as required by Section 1-51.6 of Broward County Code of Ordinances.</p> <p>Per contract language, "COUNTY shall remit payment to CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's completed monthly report and proper invoice as set forth in Article 8. COUNTY shall comply with provisions of the "Florida Prompt Payment Act" as required by Section 1-51.6 of Broward County Code of Ordinances." Disincentives: COUNTY shall reduce payment to CONTRACTOR by any disincentive deduction assessed for failure to comply with service, performance or maintenance requirements as specifically set forth by this Agreement.</p> <p>Reimbursement: COUNTY shall not process or remit payment for any reimbursement after sixty (60) days of the actual trip date.</p> <p>Noncompliance: In the event of failure by CONTRACTOR to comply with any requirement of this Agreement, COUNTY shall withhold payment until CONTRACTOR is determined to be in compliance. Noncompliance shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> (A.) Services were improperly rendered. (B.) CONTRACTOR failed to meet service specifications. (C.) Services were otherwise questionable.

Commission Standards	Comments
	<p>Fare Structure: COUNTY shall determine client fare structure for each service trip. COUNTY retains right to implement and CONTRACTOR shall comply with fare adjustments.</p> <p>Fare Collection: CONTRACTOR is responsible for collection of fares due and owing from client, maintenance of records and deposit receipts for fares collected, as per terms and conditions of this Agreement. CONTRACTOR shall accept all means of payment approved from time to time by COUNTY including, but not limited to, cash, passes, tickets, transit punch cards, transfers and electronic transit fare cards. All fares are collected as client boards' vehicle. Clients must pay exact fare when boarding and vehicle operators are not permitted to make change.</p> <p>Clients shall not be required to pay any fare when actual pick-up service is over sixty (60) minutes past scheduled pick-up time.</p> <p>COUNTY paratransit clients will not be expected or requested to pay and drivers will not be permitted to accept gratuities.</p> <p>Billing Functions: Billing functions shall be performed through CTMS.</p>

COMMISSION STANDARDS

Findings:

Recommendations:

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Local Standards

“...shall adhere to Commission approved standards...”

Review the TDSP for the Local standards. **See TDSP, Appendix F Paratransit Contract**

Local Standards	Comments
Transport of Escorts and dependent children policy	<p>Rule 41-2.006 (4) (b), F.A.C.: An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Service Plan.</p> <p>Local Policy: Broward County complies with the transport of escorts and dependent children policy.</p> <p>Escort/PCA: "Escort/PCA" shall mean a person traveling as an aide to facilitate travel by a person with a disability. PCAs may include, but are not limited to, nurses, caretakers, and parents of clients. Pursuant to 42 CFR 37.125(i), client shall indicate, at time of registration, whether or not he or she travels with a PCA. No fare shall be collected from an Escort/PCA.</p> <p>"Mobility Aids" shall mean a device or animal used by a person to facilitate travel, including, but not limited to, Escort/PCA, wheelchair, walker, cane or service animal. Children younger than four (4) years old must be transported in an appropriate car seat. All eligible riders and companions, including children, must pay the one-way fare. CTC does not provide child safety seats. Children under eighteen (18) are not permitted to ride in the front seat of a paratransit vehicle.</p>
Use, Responsibility and cost of child restraint devices	<p>Rule 41-2.006 (4) (c), F.A.C.: Use of child restraint devices shall be determined locally as to their responsibility, and cost of such device in the local Service Plan.</p> <p>Local Policy: Broward County complies with use of child restraint devices.</p> <p>Child Restraints: As required by the Child Passenger Protection Act, the following requirements apply when transporting children:</p> <p>Children Under One (1) Year of Age: Children under one (1) year of age must be buckled into a federally-approved child safety seat when they ride in the back seat.</p>

	<p>Children One-to-Four Years of Age/Front Seat: Children under eighteen (18) are not permitted to ride in the front seat of a paratransit vehicle.</p> <p>Children One-to-Four Years of Age/Back Seat: Children one (1)-to-four (4) years of age must use a child safety seat or regular seat belts when they ride in the back seat.</p> <p>CONTRACTOR is not required to provide a child safety seat. CONTRACTOR shall refuse to transport any child under one (1) year of age when a child safety seat is not provided by client or responsible party. This information shall be documented on drivers' log and shall be considered a client no show. CONTRACTOR agrees to comply with any subsequent provisions of this policy.</p>
Out-of-Service Area trips	<p>Rule 41-2.006 (4) (g), F.A.C.: Out of Service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.</p> <p>Local Policy: Delivery of transportation service in Broward County continues to evolve into a multi-provider, intermodal, intercounty and coordinated system. BCT has service into Miami-Dade and Palm Beach Counties. The three (3) counties have designated several transfer locations for riders to transfer across service areas. The counties have an intercounty service agreement for paratransit delivery. Broward County works cooperatively with paratransit clients from other counties and states who request visitor status and show proof of current paratransit eligibility.</p>
CPR/1st Aid	<p>Rule 41-2.006 (4) (r,s), F.A.C.: Cardiopulmonary resuscitation policy shall be determined locally and provided in the local Service Plan. First aid policy shall be determined locally.</p> <p>Local Policy: Broward County complies with locally established emergency medical policy. Proper response to emergency medical needs of riders is to immediately contact 911.</p>
Driver Criminal Background Screening	<p>FCTD Standards Training Manual states: "A policy establishing the minimum driver criminal background screening to be performed should be developed and addressed in the service plan." It should be noted that this standard is not required by Rule 41-2 of the F.A.C., the Memorandum of Agreement or the Coordinated Transportation Contracting Instruction.</p>

	<p>Local Policy: Broward County Driver Roster: CONTRACTOR shall provide COUNTY with updated Driver Rosters by the twentieth (20th) calendar day of each month. Each roster shall indicate driver's name, date of hire, training dates, last Drug & Alcohol test, MVR review date and date of latest criminal record check.</p> <p>Driver Training: CONTRACTOR must provide COUNTY with evidence all drivers have completed the training program offered by CONTRACTOR prior to driver providing service. This training shall be included as part of the monthly operating summary package. Additionally, drivers shall be required to participate in a driver training program which may be developed by COUNTY. CONTRACTOR will receive information regarding any COUNTY program. CONTRACTOR shall require all personnel providing transportation under the Agreement to possess the following, which shall be filed with COUNTY Contract Administrator prior to—driver providing paratransit service: Current, valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22-1/2, Broward County Code of Ordinances.</p> <p>COUNTY shall request State of Florida MVRs for CONTRACTOR'S drivers on a periodic basis. If report shows evidence of violations, COUNTY shall promptly notify CONTRACTOR and the Taxi Section of COUNTY Consumer Affairs Division. CONTRACTOR shall have procedures to periodically review driver's MVR's. Compliance shall be monitored by CTC. Background check completed biannually when the chauffeur's license is renewed.</p>
Rider Personal Property	<p>Rule 41-2.006 (4) (d), F.A.C.: Passenger property that can be carried by the passenger and/or driver in one (1) trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistance devices or intravenous devices.</p> <p>Local Policy Personal Belongings: "Personal Belongings" shall mean passenger property carried by passenger and safely stowed for transport with the passenger at no additional charge. "Personal</p>

	<p>Belongings" do not include for purpose of this definition wheelchairs, child seats, stretchers, secured oxygen-or personal assistive devices.</p> <p>Personal Property in Vehicles: Any personal property of a client found in a vehicle shall be retained by CONTRACTOR for a minimum of sixty (60) days after which, with prior approval of COUNTY, CONTRACTOR may dispose of said property.</p>
<p>Advance reservation requirements</p>	<p>Local Policy Advanced Reservation Service: "Advanced Reservation Service" shall mean service which is reserved by the client one (1) to three (3) days in advance.</p> <p>Same Day Service: "Same Day Service" shall mean service is provided on the same day a request for service is made.</p> <p>"Same Day Service": Requests for service made on the same day may be provided at the discretion of County and TOPS! Reservation Center. County attempts to make every reasonable effort to accommodate same day trip requests.</p>
<p>Pick-up Window</p>	<p>Local Policy On Time: "On Time" shall mean service vehicle arriving within fifteen (15) minutes before or fifteen (15) minutes after pick-up time recorded at time of the scheduled trip request. For example, a pick-up is scheduled at 10:15 a.m., riders shall expect to be picked-up between 10:00 a.m. and 10:30 a.m. Vehicle is on time if it arrives no earlier than 10:00 a.m. and no later than 10:30 a.m.</p> <p>Window: "Window" shall mean the period of time allowed prior to and after scheduled time of pick-up of any rider(s).</p> <p>Reservation Hours (Reservations): Requests for Service shall be made available to caller by TOPS! Reservation Center through a telephone operator, seven (7) days-a-week between 8:00 a.m. and 5:00 p.m. Reservations shall be available to client by TOPS! Reservation Center through reservation agents or online. Eligible clients must reserve paratransit service one (1) to three (3) days prior to the date of desired trip. Pick-up window will be communicated to client via automated telephone call the evening prior to the trip.</p> <p>Reservations shall be available to client by TOPS! Reservation Center through reservation agents or</p>

	<p>online. See TOPS! Rider's Guide for step-by-step on-line reservation details. Riders' Guide available at http://www.broward.org/BCT/Riders/Pages/Paratransit.aspx</p> <p>Scheduling and Dispatching: All trips must be scheduled by TOPS! Reservation Center and dispatched through CONTRACTOR's local dispatch facility using COUNTY supplied CTMS. The following requirements pertain to scheduling and dispatching: If CONTRACTOR fails to deliver client on time, client shall not be penalized for the return trip if he/she cannot be ready at the scheduled return pick-up time. A window of thirty (30) minutes will be from time client is ready for his/her return trip.</p>
On-Time Pick Up and On-Time Arrival	<p>On-Time Pick Up and On-Time Arrival – The Vehicle arrives at the designated pick-up location within the Pick-Up Window as established by the CTMS or earlier or the drop off location by the appointment time as requested by the customer.</p>

<i>Measurable Standards/Goals</i>	<i>Standard/Goal</i>	<i>Latest Figures</i>	<i>Is the CTC/Operator meeting the Standard?</i>
Public Transit Ridership: Bus Pass / Program and the Travel Training Program.	CTC Travel Training 120 *There was a Travel Trainer staffing vacancy. The CTC was not able to send the new hire to Easter Seals travel training certification during 2014-2015. The staff travel trainer attended the Easter Seals Travel Training in July 2016. Following the July 2016 training, the staff member developed the training program, conducted community outreach and facilitated travel training.	0 *	No
	CTC Bus Pass	14,346	N/A

On-time performance:	CTC 92%	92.86%	Yes
	07/01/2015-06/30/2016		
Accidents: Reported from the current AOR	CTC	143	Yes
	2.5/100,000 miles		
Road calls: Reported from the current AOR	CTC	286	N/A
Average Age of Fleet: CTC records	CTC	100% Fleet < 6 years old	
Complaints: Rider complaints as reported to CTC (excluding WMR).	CTC	Program wide:	Yes
	0.2% of trips delivered in a calendar month		
	Transportation America	.18%	Yes
	First Transit	.16%	Yes

Call-Hold Time:	CTC <u>< 90 seconds</u>		Yes
Inktel Direct, TOPS! Reservation Center: *Per Ducati Reporting System.	TOP's Reservation Center < 90 seconds	seconds* 60	Yes

Local Standards

Findings:

Recommendations:

LEVEL OF COST

Worksheet 1

Insert Cost page from the AOR

**FLCTD
Annual Operations
Report Section VII:
Expense Sources**

County: Broward		Fiscal Year: July 1, 2015 - June 30, 2016	
Status: Ready			
Section VII: Financial Data			
2. Expense Sources			
Expense Item	Community Transportation Coordinator	Coordination Contractor	TOTAL EXPENSES
Labor (501):	\$14,280,302.00	\$1,816,171.00	\$16,096,473.00
Fringe Benefits (502):	\$793,333.00	\$374,326.00	\$1,167,659.00
Services (503):	\$2,078,758.00	\$91,922.00	\$2,170,680.00
Materials and Supplies Cons. (504):	\$764,722.00	\$635,508.00	\$1,400,230.00
Utilities (505):	\$247,128.00	\$24,635.00	\$271,763.00
Casualty and Liability (506):	\$884,216.00	\$339,867.00	\$1,224,083.00
Taxes (507):	\$82,231.00	\$13,221.00	\$95,452.00
Purchased Transportation Services (508)			
Bus Pass Expenses:	\$783,840.00	\$12,289.00	\$796,129.00
School Bus Expenses:	\$0.00	\$0.00	\$0.00
Other:	\$0.00	\$1,551.00	\$1,551.00
Miscellaneous (509):	\$1,383,692.00	\$56,926.00	\$1,440,618.00
Interest (511):	\$4,810.00	\$4,244.00	\$9,054.00
Leases and Rentals (512):	\$478,808.00	\$4,292.00	\$483,100.00
Annual Depreciation (513):	\$1,802,968.00	\$448,521.00	\$2,251,489.00
Contributed Services (530):	\$400.00	\$1,622.00	\$2,022.00
Allocated Indirect Expenses:	\$194,987.00	\$38,647.00	\$233,634.00
GRAND TOTAL:	\$23,780,195.00	\$3,863,742.00	\$27,643,937.00

**Level of Competition
Worksheet 2**

1. Inventory of Transportation Operators in the Service Area

** Number fluctuates. Definition of operators in the area would have included those in the region and we do not collect that data.	Column A Operators Available	Column B Operators Contracted in the System.	Column C Include Trips	Column D % of all Trips
Private Non-Profit	** unknown	17	442,253	30%
Private For-Profit	** unknown	3	592,649	40.3%
Government	** unknown	5	163,221	11.2%
Public Transit Agency – Bus Pass trips	1	1	271,829	18.5%
Total	1	26	1,469,952	100%

2. How many of the operators are coordination contractors? 22

3. Of the operators included in the local coordinated system, how many have the capability of expanding capacity? Given the funding, all of them.

Does the CTC have the ability to expand? Yes

4. Indicate the date the latest transportation operator was brought into the system.
January 25, 2016 South Broward Hospital District dba Memorial Healthcare System

5. Does the CTC have a competitive procurement process? Yes

6. In the past five (5) years, how many times have the following methods been used in selection of the transportation operators?

1	Low bid
	Requests for qualifications
	Negotiation only

	Requests for proposals
	Requests for interested parties
	Requests for Letters of Interest

Which of the methods listed on the previous page was used to select the current operators?

Request for Letters of Interest

7. Which of the following items are incorporated in the review and selection of transportation operators for inclusion in the coordinated system?

Capabilities of operator		Scope of Work	
X	Age of company	X	Safety Program
X	Previous experience	X	Capacity
X	Management	X	Training Program
X	Qualifications of staff	X	Insurance
X	Resources	X	Accident History
X	Economies of Scale	X	Quality
X	Contract Monitoring	X	Community Knowledge
X	Reporting Capabilities	X	Cost of the Contracting Process
X	Financial Strength	X	Price
	Performance Bond		Distribution of Costs
X	Responsiveness to Solicitation		Other: (list)

8. If a competitive bid or request for proposals has been used to select the transportation operators, to how many potential operators was the request distributed in the most recently completed process? Advertised on County website and followed County RFP publication and solicitation process.

How many responded? 7 for service providers, 2 bids for call center

The request for bids/proposals was distributed:

X Locally X Statewide X Nationally

9. Has the CTC reviewed the possibilities of competitively contracting any services other than transportation provision (such as fuel, maintenance, etc...)?
Yes – centralized reservation service

Level of Availability (Coordination) Worksheet 3

Planning – What are the coordinated plans for transporting the TD population?

Coordinated plans for transporting the TD population are described in Broward County's TDSP. The TDSP is updated annually by the MPO and CTC and adherence to the plan is closely monitored. **See the Introduction and Service Analysis of the current TDSP here: <http://browardmpo.org/index.php/major-functions/transportation-disadvantaged-services>.**

Public Information – How is public information distributed about transportation services in the community?

Coordinated plans for transporting the TD population are described in Broward County's TDSP. The TDSP is updated annually by the MPO and CTC and adherence to the plan is closely monitored. **For the MPO's current Public Participation Plan, please see: <http://browardmpo.org/index.php/core-products/public-participation-plan-ppp>. To view the current TDSP plan, please visit: <http://browardmpo.org/index.php/major->**

functions/transportation-disadvantaged-services.

Certification – How are individual certifications and registrations coordinated for local TD transportation services?

TD Trips - Pursuant to Chapter 427 Florida Statutes, Broward County as the CTC under direction from CTD and in cooperation with the LCB, developed local eligibility guidelines. CTC requires a written application for TD eligible clients, of whom there were 1,762 registered clients with TOPS! Door to door paratransit service and 1,674 registered TD Bus Pass Program. CTC and LCB have an established eligibility appeal process for clients. CTC, in cooperation with the LCB, established a five (5) member review committee appointed by the LCB for TD eligibility appeals if so desired by the applicant. Applicant may request a review of the application by CTC program manager. TOPS! performed over 82,801 TD trips.

Eligibility Records – What system is used to coordinate which individuals are eligible for special transportation services in the community?

ADA: ADA Eligible Trips - BCT is responsible for providing complementary paratransit services under the Americans with Disabilities Act of 1990. Clients under this service are eligible based upon Federal ADA Rules and Regulations. There were 9,517 eligible ADA clients registered with TOPS! paratransit service. TOPS! Performed 509,848 ADA trips.

ADA eligibility is determined by applicant's functional limitations in demonstrating ability to use a fixed-route bus and/or navigate the fixed-route system. Applicants complete a written application. A physician of the applicant's choice completes the medical section. Completed applications are reviewed by a third-party BCT-contracted medical functional assessment facility. Those applicants not receiving presumptive approval are sent for an assessment to determine appropriate service - ADA paratransit or fixed-route bus service. Assessments are conducted by a team of specifically trained professionals including physical and occupational therapists and comprise functional, cognitive, visual and respiratory evaluations. When determined applicant is not eligible for ADA paratransit service and fixed-route service is indicated, travel training is offered at no cost to applicant. Applicants who qualify and are enrolled in ADA paratransit service must apply for re-certification every three (3) years. CTC has established an eligibility appeals board that meets as needed. BCT's Paratransit Services Section staff processed 10,470 applications and approved 6,927 applications for ADA and TD paratransit service this reporting period.

Call Intake – To what extent is transportation coordinated to ensure that a user can reach a Reservationist on the first call?

Telephone Services:

Courteous and Polite Dealings: TOPS! Reservation Center shall ensure personnel assigned to service telephone lines maintain a courteous and polite attitude relating to services. All personnel assigned to service telephone lines shall announce their names in all telephone calls related to services addressed within this Agreement.

Full Access To Service: Clients (within service area) shall be provided full, easy and toll-free access to paratransit services. Full access shall include Telephone Devices for the Deaf (TDD), and/or use of the Florida Relay Service provided by BellSouth (1-800-955-8770). TOPS! Reservation Center shall have staff trained in proper TDD usage and available to answer during all service hours.

Customer Telephone Line: Client reservation telephone lines shall be exclusively utilized for paratransit service client services and shall not be used by TOPS! Reservation Center for any other purpose. Telephone lines must be answered by properly trained staff during all service hours.

Answering and On-Hold Time Standards: TOPS! Reservation Center shall establish a system to ensure calls shall be answered within five (5) rings and on-hold time shall be kept at minimum while clients are booking transportation. Maximum hold time shall be defined as no more than ninety (90) seconds. TOPS! Reservation Center shall establish a plan detailing how on-hold times may be kept to a minimum. This plan shall include maximum estimated hold times for both peak and off-peak travel times. Approximate peak times on weekdays are 6:00 a.m. until 9:00 a.m. and 3:00 p.m. until 5:00 p.m.

Reporting Function: TOPS! Reservation Center shall have a reporting function on the telephone system which measures: number of calls by function, average length of call, hold times, abandoned calls, cancellations and other reporting capabilities.

Hotline: TOPS! Reservation Center shall provide a "hotline" telephone number (unpublished) for exclusive use by COUNTY staff. Telephone hotline shall provide for direct communication in resolving day-to-day operational issues and shall be active and functioning during all hours of service delivery. The hotline shall be answered within five (5) rings and on-hold time shall be kept at a minimum. Maximum on-hold time shall be defined as no more than ninety (90) seconds. Hotline telephone number shall be supplied to COUNTY prior to initiating service and shall not be provided to other parties.

Reservations – What is the reservation process? How is the duplication of a reservation prevented?

Reservation Hours (Reservations): All requests for service shall be made available to client through TOPS! Reservation Call Center at 1-866-682-2258 or online. Reservations service operates seven (7) days-a-week between 8:00 a.m. and 5:00 p.m. and online reservations are available twenty-four (24) hours a day, seven (7) days a week. Eligible clients shall reserve paratransit service one (1) to three (3) days prior to requested date of service. Next day reservations must be completed before 5 p.m. Pick-up times may be negotiated provided all negotiations comply with ADA regulations. Passengers will receive their Service Window for each trip the night before travel, between 5 p.m. and 9 p.m., through an automated system. If the Service Window provided is not convenient and the passenger would like to negotiate a different time or wishes to cancel the trip, they must contact the Call Center. The system will call the passenger via the most current phone number(s) on file. If the passenger has an answering machine or voice mail, the system will leave a message. When the vehicle is approximately ten (10) minutes away from your location, you will receive an automated Advanced Arrival Reminder Notification call.

Reservations shall be available to client by TOPS! Reservation Center through reservation agents or online. See TOPS! Rider's Guide for step-by-step on-line reservation details. The Riders' Guide is available at www.broward.org/BCT (select "Paratransit").

All reservations are booked into CTMS-at the actual time of request and required data fields are updated, verified and entire reservation is read back to client for their approval. All

reservations received during the day at TOPS! Reservations Center are constantly monitored and scheduled for efficiency, effectiveness and productivity.

Required Records: For each call, call taker shall, at a minimum, record the following information on the CTMS reservation screen:

- A. Name of client.
- B. Appropriate funding component of service.
- C. Client's Paratransit Service Identification Number.
- D. Pick-up location.
- E. Drop-off location.
- F. Desired drop-off time/appointment time
- G. Telephone number where caller can be reached.
- H. Number in party (including PCA and/or companion).

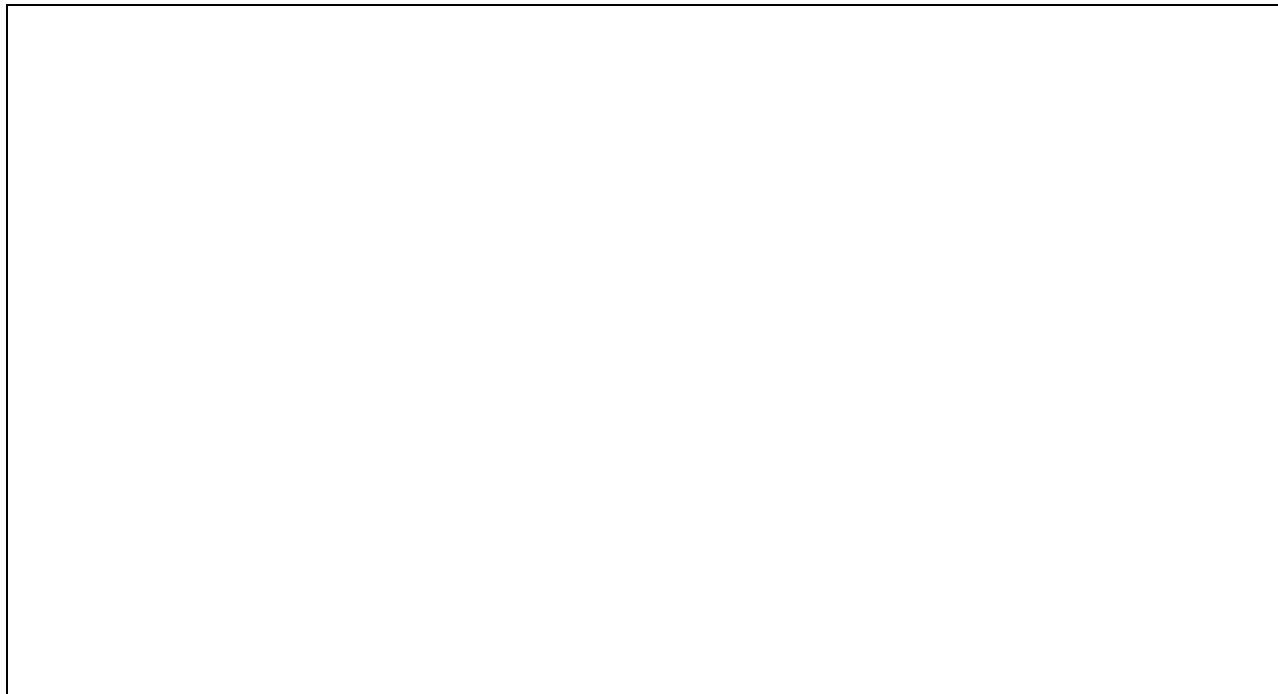
Trip Allocation – How is the allocation of trip requests to providers coordinated?

Trip/client/ allocations are determined during contract negotiations prior to execution of the agreement between CTC and transportation operators. Please note assigned site locations were voided at the start of the current Paratransit contract effective 1/1/2015

Scheduling – How is the trip assignment to vehicles coordinated?

Scheduling: All trips must be scheduled through TOPS! Reservation Center. CONTRACTORS locally dispatch from Call Center supplied CTMS manifest. The following are requirements pertaining to scheduling and dispatching:

- A. Client is not permitted to request a specific driver.
- B. Appointment times and locations shall be confirmed with caller at time trip is reserved.
- C. Any changes made to an existing reservation shall be accompanied by supporting documentation a CTMS entry.
- D. If CONTRACTOR fails to deliver client to appointment on time, client shall not be penalized for return trip in the event client cannot be ready at scheduled return pick-up time. A window of thirty (30) minutes shall be given in situations involving late delivery to appointments from time client is ready for return trip.
- E. A minimum sixty (60) minute wait is required between the client's appointment time and the client's next pick up time.



Transport – How are the actual transportation services and modes of transportation coordinated?

Transportation providers are responsible for the actual provision of services set forth in their formal agreements with CTC.

Dispatching – How is the real time communication and direction of drivers coordinated?

Scheduling: All trips must be scheduled through TOPS! Reservation Center.
CONTRACTOR's dispatchers are required to communicate with drivers per Local Policy:
Broward County Communication: CONTRACTOR shall be required to provide a base radio station and two-way mobile radios and/or cellular telephones for CONTRACTOR owned vehicles and sufficient portable two-way radios and/or cellular telephones to enable office and field supervisors to communicate with each other and dispatch staff.

General Service Monitoring – How is the overseeing of transportation operators coordinated?

CTC staff monitors performance of transportation operators through on-site visits, random audits of trip records, examination of invoices and monthly reports, customer complaints and careful monitoring of contractual service standards.

Daily Service Monitoring – How are real-time resolutions to trip problems coordinated?

CTC staff, customer service representatives, MPO staff, other County staff and contracted operators work very closely together and with clients to resolve day-to-day service issues that arise, often with immediate resolution. CTC staff coordinates and documents all efforts.

Trip Reconciliation – How is the confirmation of official trips coordinated?

CTMS tracks and reports coordination of trips.

Billing – How is the process for requesting and processing fares, payments and reimbursements coordinated?

Invoices are generated by CTMS, reviewed for accuracy and approved by CTC staff and processed for payment by BCT.

Reporting – How is operating information reported, compiled and examined?

Reporting requirements are specified in formal agreements with operators and coordination contractors. CTC staff compiles, examines and approves all reports.

Cost Resources – How are costs shared between coordinator and operators (s) in order to reduce overall costs of the coordinated program?

Administration services related to the program (eligibility, customer service, and quality control) are performed by CTC. The operators' Scope of Services is related to on-street performance.

Information Resources – How is information shared with other organizations to ensure smooth service provision and increased service provision?

Information is shared during meetings with the Broward County Advisory Board for Individuals with Disabilities, Broward MPO, Broward MPO advisory boards, South Florida Regional Transportation Authority's ADA Advisory Committee, Paralyzed Veterans Association of Florida ADA Advisory Committee, Broward County Special Needs Task Force, Broward County Dialysis Committee, Agency for Persons with Disabilities, CTD staff and meetings with other organizations in Broward County (Communities Parent's Support Group, Learning Center for Vision Impaired Seniors, Lighthouse of Broward, Plantation Kidney Center, St. Elizabeth's Gardens, National Federation of the Blind of Broward County, FMC Fresinius Dialysis Center, City of Pembroke Pines, Southwest Focal Point Senior Center, Tamarac Community Center, Employment Coalition of Florida, Tamarac Artificial Kidney Center, Center for Independent Living's Disaster Preparedness, CareerSource Broward, Division of Blind Services, and Vocational Rehab.

Overall – What type of formal agreement does the CTC have with organizations, which provide transportation in the community?

CTC has two (2) formal service contract agreements with operators of the paratransit system and 22 formal agreements with all coordination contractors.

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. REQUEST A COPY OF THE

MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation:

Please list any special guests that were present:

Location:

Number of Passengers picked up/dropped off:

Ambulatory

Non-Ambulatory

Was the driver on time? Yes No
How many minutes late/early? _____

Did the driver provide any passenger assistance? Yes No

Was the driver wearing any identification? Yes No
 Uniform Name Tag ID Badge

Did the driver render an appropriate greeting? Yes No
 Driver regularly transports the rider, not necessary

If CTC has a policy on seat belts, did the driver ensure the passengers were properly belted? Yes No

Was the vehicle neat and clean and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects? Yes No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations? Yes No

Does the vehicle have working heat and air conditioning? Yes No

Does vehicle have two-way communications in working order? Yes No

If used, was the lift in good working order? Yes No

Was there safe and appropriate seating for all passengers? Yes No

Did the driver properly use the lift and secure the passenger? Yes No
If no, please explain:

RIDER/BENEFICIARY SURVEY

Staff/LCB Member making call: _____

County: BROWARD

Date of Call: / /

Funding Source: _____

1) Did you receive transportation service on _____?

- Yes No

2) Where you charged an amount in addition to the co-payment? Yes No

If so, how much? _____

3) How often do you normally obtain transportation? Daily - 7 Days a Week

- 1-2 Times/Week 3-5Times/Week Other

4) Have you ever been denied transportation services? Yes No

If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services? None 3-5 Times 1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

- Ineligible Space not available
 Lack of funds Destination outside service area
 Other _____

5) What do you normally use the service for?

- Medical Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

6) Did you have a problem with your trip on _____?

- Yes If yes, please state or choose problem from below
 No - If no, skip to question # 6

What type of problem did you have with your trip?

- Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait
 Drivers - specify Reservations - specify length of wait
 Vehicle condition Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving. _____

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments _____

Contractor Survey
Broward County

Contractor name (optional)

1. Do the riders/beneficiaries call your facility directly to cancel a trip? Yes No

2. Do the riders/beneficiaries call your facility directly to issue a complaint? Yes No

3. Do you have a toll-free phone number for a rider/beneficiary to issue commendations and/or complaints posted on the interior of all vehicles that are used to transport TD riders? Yes No

If yes, is the phone number posted the CTC's? Yes No

4. Are the invoices you send to the CTC paid in a timely manner? Yes No

5. Does the CTC give your facility adequate time to report statistics? Yes No

6. Have you experienced any problems with the CTC? Yes No

If yes, what type of problems?

Comments: _____

PURCHASING AGENCY SURVEY NA

Staff making call: _____

Purchasing Agency name: _____

Representative of Purchasing Agency: _____

1) Do you purchase transportation from the coordinated system? YES NO

If no, why? _____

2) Which transportation operator provides services to your clients?

3) What is the primary purpose of purchasing transportation for your clients?

- Medical
- Employment
- Education/Training/Day Care
- Nutritional
- Life Sustaining/Other

4) On average, how often do your clients use the transportation system?

- 7 Days/Week
- 1-3 Times/Month
- 1-2 Times/Week
- Less than 1 Time/Month
- 3-5 Times/Week

5) Have you had any unresolved problems with the coordinated transportation system?

- Yes
- No - If no, skip to question 7

6) What type of problems have you had with the coordinated system?

- Advance notice requirement [specify operator (s)]
- Cost [specify operator (s)]
- Service area limits [specify operator (s)]
- Pick up times not convenient [specify operator (s)]
- Vehicle condition [specify operator (s)]
- Lack of passenger assistance [specify operator (s)]
- Accessibility concerns [specify operator (s)]
- Complaints about drivers [specify operator (s)]
- Complaints about timeliness [specify operator (s)]
- Length of wait for reservations [specify operator (s)]
- Other [specify operator (s)] _____

7) Overall, are you satisfied with the transportation you have purchased for your clients?

- Yes
- No - If no, why? _____

Appendix I

TOPS! Paratransit Rider's Guide



Rider's Guide



Paratransit Services
Transit Division
Department of Transportation
Broward County Board of County Commissioners



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TOPS! Paratransit *Rider's Guide*

TOPS! Service

TOPS! (**T**ransportation **OP**tion**S**) Paratransit *Rider's Guide* is designed to assist riders become acquainted with Broward County Transit's award-winning paratransit program. The *Rider's Guide* also provides necessary guidelines to use the service effectively and safely.

This Rider's Guide is not intended to create a contract and violation or deviation of any of the goals, objectives and practices contained in this guide will not give rise to a cause of action nor create any presumption a legal duty has been breached. In addition, TOPS! may change the goals, objectives and policies set forth in the Rider's Guide at any time without liability to anyone.

Phone Numbers

Call Center:	1-866-682-2258
(general questions, update rider information, eligibility, compliments, complaints, "Where's My Ride")	
Monday • Saturday, 4:40 a.m. – 12:40 a.m. Sunday • 6:45 a.m. – 10:15 p.m.	
Trip Reservations:	1-866-682-2258
Saturday • Sunday, 8:00 a.m. – 5:00 p.m.	
Customer Service:.....	954-357-8400
Monday • Friday, 8:30 a.m. – 7:00 p.m. Holidays, 9:00 a.m. – 4:00 p.m.	
Travel Training:.....	954-357-8405
TD Helpline:	1-800-983-2435
TD Helpline TTY:	1-800-648-6084
Monday • Friday, 8:00 a.m. – 5:00 p.m.	

Hearing Impaired may contact any of the above telephone numbers, during the indicated times, through the Florida Relay Service.....**Dial 711 or 1-800-955-9771**

Mailing Address:
Paratransit Services
1 N. University Dr., Suite 3100-A
Plantation, FL 33324

Web Site: www.broward.org/bct

Service Information

Broward County TOPS! provides transportation to individuals in accordance with the Americans with Disabilities Act of 1990 (ADA) and the Commission for the Transportation Disadvantaged (TD) guidelines. Door to Door shared ride transportation is provided to individuals who have a functional disability, are transportation disadvantaged and/or are financially disadvantaged and cannot travel on the BCT fixed-route bus service independently.

Riders who are **14 years of age** may travel unaccompanied.

TOPS! requires a fare

TOPS! does not provide emergency or stretcher transportation

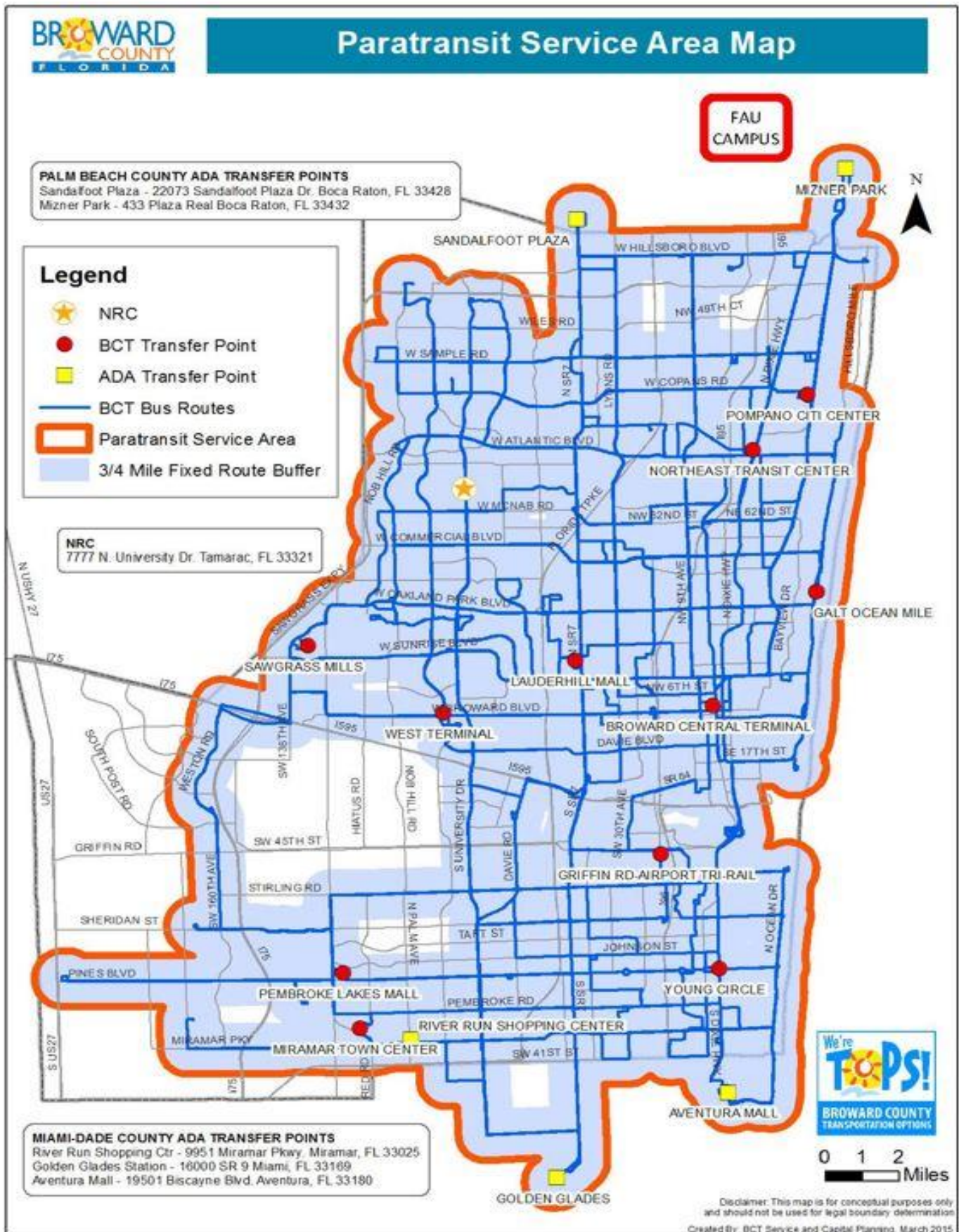
TOPS! does not provide Personal Care Attendants (PCA)

TOPS! does not provide wheelchairs or other mobility aids

Service Hours

TOPS! operates during the same days and hours as the BCT fixed-route bus service, early morning until late at night. Please contact Customer Service for specific hours and holiday schedules.

Service Area Map



Origin to Destination Service

Door-to-Door service is the standard transportation option for all passengers. Riders are escorted over the first threshold of the main entrance to the destination. Drivers are not contracted to escort riders beyond the ground floor lobby of any public building or threshold of a residence. Drivers are not to go upstairs, into houses, nursing homes or doctor's offices, etc. to locate riders. If the pick-up address is located inside a gated community or requires special access, it is the rider's responsibility to arrange entry for the vehicle. If a vehicle is unable to enter the pick-up area and the rider fails to meet the vehicle, the trip is considered "No-Show" (see "No-Show" section).

Reservations and Scheduling

Reservations by Telephone

To make a telephone reservation, contact the Call Center at 866-682-2258 during BCT operating hours. Reservations are accepted a maximum of three (3) days prior to travel date. Next day reservations **must be completed before 5 p.m.**

Same day service is not available. Contact the Call Center and inquire if they can accommodate your request on a "space-available" basis.

A minimum sixty (60) minute wait is required between your appointment time and your next pick-up time.

When reserving a ride, provide the following information:

- Client ID Number
- First and Last Name
- Telephone Number
- Requested appointment or pick-up time
- Complete pick-up address (apartment/suite number, gate/security code, building identification and zip code)
- Complete destination address (apartment/suite number, gate/security code, building identification, zip code and telephone number)
- Indicate if rider will be accompanied by a PCA or Companion (see Personal Care Attendant/Companion sections)

After you provide reservation information, the reservationist will enter your trip request into the scheduling system. You will be informed your reservation has been accepted. A Service Window is **not** assigned at this time (see "Service Window" section).

Reservations On-line

To make a reservations on line please visit us on the web at:

www.mytopstrips.org

You must set up an account prior to making a reservation. Look for "To Make a Reservation" and select "My TOPS! Trips." You are presented with your account *Dashboard*. From here, book a trip, view your past trip information or account details.

Select “Schedule a New Trip” and prompts guide you through the reservation process. The system tracks your trips so future reservations to the same locations will be faster and easier to schedule. You are **not** given a Service Window at this time (see “Service Window” section). Next day reservations **must be completed before 5 p.m.**

If you need assistance, contact the Call Center.

Subscriptions

Subscriptions (also known as “standing orders”) are trips provided **at least two times a week**, to and from the same locations, at the same time, on the same days of the week. Subscription trips are scheduled for a **minimum of four (4) consecutive weeks**. Examples of subscription trips: work, school, dialysis, therapy, etc. Once arranged, subscription trips are automatic and additional telephone calls are not necessary. To place a subscription order, you may contact the Call Center.

It is the rider’s responsibility to cancel specific subscription trips not needed

Subscription trips are cancelled on Federal holidays therefore if you need service on a Federal holiday you must make a reservation with the Call Center. Contact the Call Center for a list of observed holidays.

Subscription service is a privilege and may be discontinued for due cause.

Travel Time

TOPS! travel time is configured at no more than one and a half time it takes to arrive at your destination as when using the BCT fixed-route buses, including the time necessary to travel to the bus stop, wait for the bus, ride time, transfers and travel from the final stop to the ultimate destination. Travel times may increase due to inclement weather, traffic or diverting to pick up another customer who missed a return pick-up.

Service Window

The Service Window is the thirty (30) minute time-period when your ride will arrive. For example, if your Service Window is 9:00 to 9:30, your ride is expected to arrive by 9:00 and the latest is 9:30. The vehicle may arrive any time in between, please prepare so you are ready and waiting for the vehicle’s arrival.

You will receive your Service Window for each trip the night before travel, between 5 p.m. and 9 p.m., through an automated system. If the Service Window provided is not convenient and you would like to negotiate a different time or you wish to cancel the trip, you must contact the Call Center. The system will call you via the most current phone number(s) on file; therefore keep your telephone number(s) current. If you have an answering machine or voice mail, the system will leave a message.

On the day of travel, your ride will arrive within the Service Window. When the vehicle is approximately ten (10) minutes away from your location, you will receive an automated Advanced Arrival Reminder Notification call.

Upon arrival the Driver will wait a maximum of five (5) minutes for you to board the

vehicle wait after arriving at the pick-up location in the Service Window. If you are not ready to board within five (5) minutes of the vehicle's arrival, you are considered "No-Show" (see "No-Show" section) and the vehicle will depart without you.

Riders are not required to board a vehicle prior to the start of the Service Window.

If the vehicle did not arrive during the scheduled Service Window, contact the Call Center for assistance.

Using TOPS! Service

Paratransit Fares

Fare is required **UPON** entering vehicle. Failure to pay may result in loss of transportation privileges

- One-way fare per trip is currently \$3.50 (Subject to change)
- One-way fare per trip for honorably discharged veterans to VA clinics is \$1.75 (Subject to change)
- Riders going to/from designated nutrition sites for **nutrition purposes only** may qualify for reduced fares
- Have exact fare, drivers **do not** make change

Mobility Devices

It is recommended all wheelchair and scooter devices are WC-19 compliant to ensure proper securement in the vehicle.

TOPS! vehicles are equipped with lifts accommodating wheelchairs or scooters less than 52 inches long and 33 inches wide. The combined weight of the rider and mobility aid **cannot** exceed 1,000 lbs.

Mobility devices exceeding these standards may not be transported

Drivers will assist individuals in manual wheelchairs over one (1) curb and/or step and may not carry an individual or mobility device. All drivers are trained to operate vehicle lifts. All wheelchairs and scooters are secured with four (4) point tie-downs.

Riders without mobility devices may board the vehicle using the lift upon request. **Only drivers may operate the lift.**

Companions

One (1) companion may accompany an ADA paratransit rider. Both must be picked-up and dropped-off at the same address, at the same time. TOPS! must know in advance that a companion is traveling with you. When making your reservation indicate a companion will accompany you. **Companions pay full fare.**

Personal Care Attendants

A PCA is a person designated or employed specifically by the rider, traveling as an aide to assist with life-functions, facilitate safe travel or meet the rider's personal needs. PCAs must be approved to be eligible to travel with a rider. If your PCA has not been approved, they may travel as a companion (see "Companions" section). Both

must be picked-up and dropped-off at the same address, at the same time. TOPS! must know in advance that a PCA is traveling with you. When making your reservation indicate a PCA will accompany you. Approved PCAs do not pay a fare.

Transporting Children

Children younger than four (4) years of age must be transported in an appropriate child safety seat. All clients and companions, including children, must pay the one-way fare. **TOPS! does not provide child safety seats.**

Children thirteen (13) years of age or younger must be accompanied by an adult.

Transporting Packages

Drivers are **not required** to assist with rider's packages or personal belongings. Other riders share vehicles: many of whom travel with large mobility devices such as power scooters. Space is not available for bulky or numerous items. Riders may not transport explosives, illegal substances, flammable liquids or materials hazardous to themselves, driver or other riders. Riders may transport self-carrying portable oxygen containers. Riders possessing or using illegal drugs will be denied paratransit transportation.

Transporting Service Animals

All service animals must be properly controlled. Service animals must ride on the floor or, if appropriate, in the lap of the rider and may **not** use vehicle seats. Riders are responsible for behavior and hygiene of service animals. Service may be refused or discontinued if a service animal is disruptive. All other animals may travel only in a properly secured cage or travel container. There is no additional charge for animals.

Other Considerations

For comfort and safety, the following policies apply:

- 1) Seat belts must be worn at all times
- 2) No eating or drinking unless required for dietary/medical purposes and documentation is on file with TOPS!
- 3) No smoking (including electronic smoking devices)
- 4) No riding under the influence of alcohol or illegal drugs
- 5) No littering
- 6) No physical and/or verbal abuse of others
- 7) Specific providers and drivers cannot be requested
- 8) Requests for specific vehicle type cannot be accommodated
- 9) No sound-generating equipment is to be played aloud. Riders must use earphones or headphones
- 10) Disruptive, physically or verbally abusive riders will be subject to **service suspension**
- 11) Riders may not allow their paratransit privileges to be utilized by others
- 12) Riders cannot change schedules or locations while being transported
- 13) Drivers are limited and/or restricted in parking, waiting and levels of assistance, while loading and unloading at the airport/seaport. We suggest alternative

arrangements be considered for airport/seaport locations.

Drivers Requirements

- Drivers offer assistance to all riders and assist riders when entering and debarking the vehicle. This includes offering aid when walking, assistance in bringing rider's wheelchair or other mobility device to/from the main door and, if requested, assisting with unlocking or opening a main entrance door of a building or residence.
- Drivers shall exit the vehicle to assist in boarding or debarking at each pick-up and drop-off location over a maximum of one (1) curb and/or one (1) step if the rider is in a wheelchair (several steps if passenger is ambulatory).
- Drivers must follow assigned service schedule

Drivers are **not** allowed to:

- “honk the horn” to notify riders of their arrival
- lift or carry riders except in emergency evacuations
- enter residence
- accept tips or gratuities
- play loud music
- maneuver wheelchairs up/down stairs consisting of two (2) or more steps
- perform any personal care assistance for riders, including assistance to dress, give medications, operate medical equipment, etc.
- smoke in vehicles (includes electronic smoking devices)
- chew tobacco
- use telephone while driving
- text while driving
- eat while driving

Cancelations

Cancelation - Telephone

To cancel a reservation contact the Call Center

Indicate if one-way or round-trip service is to be cancelled. Reservations cancelled less than two (2) hours before the start of the service window are considered “Late Cancels.”

Cancelation – On-line

From the TOPS! Website, go to “To Make a Reservation” and select “Book A Trip.” You are presented with your account *Dashboard*. You are able to cancel any scheduled trip that is a minimum of two (2) hours before the start of the Service Window. If you need to cancel a reservation less than two (2) hours before the start of the Service Window, you must contact the Call Center.

“No-Show”

An accumulation of “No-Show” incidents may result in **suspension of service or other corrective action.**

“No-Show” is a rider that:

- Cancels a trip less than one (1) hour before the scheduled pick-up time
- Places a request for service and does not meet the vehicle upon arrival
- Is not ready to board within five (5) minutes after arrival of vehicle during the Service Window and vehicle departs without them

Visitor

ADA visitors to Broward County who want to use TOPS! should call Customer Service. ADA allows travel as a visitor for twenty-one (21) days in a twelve (12) month period. Please provide a copy of your ADA Paratransit Certificate of Eligibility from your home transit agency along with your local contact information.

Compliment or Complaint

Compliments, complaints and suggestions are welcomed!

Contact the Call Center or Customer Service to file a compliment or complaint.

Provide specific, relevant details regarding the event. Share concerns about specific rides or incidents as soon as possible after the occurrence.

TOPS! Investigates all complaints and will:

- Record the description of the problem
- Research the complaint
- Resolve all complaints within a reasonable time frame
- Resolution of safety sensitive complaints will occur within twenty-four (24) hours (when possible)
- Complainant will be notified by letter of the resolution within five (5) days

Fixed-Route Service

Fixed-route transit buses provide access for individuals with disabilities on approximately 345 buses operating throughout Broward County with connections to Miami-Dade and Palm Beach counties transit systems and Tri-Rail.

Fixed-route transit operates on timetables and does not require advanced reservations. Riders may travel individually and/or in groups spontaneously without concern regarding available space or advanced notice. All routes are wheelchair accessible.

Seniors, youth, students and riders with disabilities may qualify for reduced fare. For information on reduced fares or bus pass programs, contact Customer Service.

Travel Training

TOPS! provides travel training to assist individuals to use the fixed-route bus service independently. Our Travel Instructor provides personal and group travel training sessions at no charge. To schedule a session please contact our customer service department at 954-357-8400.

TOPS! Paratransit *Rider's Guide*



Paratransit Services
Transit Division
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Paratransit Services
1 N. University Dr.
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Plantation, FL 33324

FREE MATTER
FOR THE BLIND
OR DISABLED