

ESCAMBIA COUNTY  
FLORIDA

**REQUEST FOR PROPOSALS**

**RE-SOLICIT OPERATOR FOR PARATRANSIT SERVICES**

**SPECIFICATION NUMBER PD 16-17.068**

PROPOSALS WILL BE RECEIVED UNTIL: 1:00 p.m., CDT, July 14, 2017

A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on **July 3, 2017 at 1:00 p.m., CDT. Proposals received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591

**Board of County Commissioners**

Douglas B. Underhill, Chairman  
Gary Bergosh, Vice Chairman  
Steven Barry  
Lumon J. May  
Grover Robinson, IV

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All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

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**Procurement Assistance:**

Paul Nobles, CPPO, CPPB  
Purchasing Manager  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
2<sup>nd</sup> Floor, Room 11.101  
Pensacola, FL 32502  
T: 850.595.4918  
F: 850.595.4805  
e-mail: paul\_nobles@myescambia.com

**SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

**NOTICE**

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>
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**ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSAL  
PROPOSER'S CHECKLIST  
RE-SOLICIT OPERATOR FOR PARATRANSIT SERVICES  
SPECIFICATION PD 16-17.068**

**HOW TO SUBMIT YOUR PROPOSAL**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- Solicitation and offer form with original signature and one (1) CD or flash drive containing the entire proposal
- Cost proposal form with original signature
- Sworn statement pursuant to section 287.133(3)(a), Florida Statutes, on entity crimes
- Drug-free workplace form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to do Business from the State Of Florida Occupational License
- Certification For Disclosure Of Lobbying Activities On Federal Contracts
- Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion from Federal Aid Projects

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

- Placed Your Proposal With All Required Submittal Items In A Sealed Envelope Clearly Marked For Specification Number, Project Name, Name Of Proposer, And Due Date And Time Of Proposal Receipt?

**HOW TO SUBMIT A NO PROPOSAL:**

- If You Do Not Wish to Propose At This Time, Please Remove The Solicitation, Offer And Award Form From The Proposal Solicitation Package And Enter No Proposal In The "**Reason For No Proposal**" Block, Your Company's Name, Address, Signature, And Return The Solicitation, Offer And Award Form In A Sealed Envelope. This Will Ensure Your Company's Active Status In Our Bidder's List.

*This Form Is for Your Convenience To Assist In Filling Out Your Proposal Only.  
Do Not Return With Your Proposal.*

# RE-SOLICIT OPERATOR FOR PARATRANSIT SERVICES

SPECIFICATION NUMBER PD 16-17.068

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Forms marked with a (\*\* Double Asterisk) should be returned with Offer.

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**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposals Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Proposals Information** See Home Page URL: URL<http://myescambia.com/our-services/purchasing/doing-business-with-the-county>

Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:  
<http://dos.myflorida.com/sunbiz/search/>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 16-17.068, "RE-SOLICIT OPERATOR FOR PARATRANSIT SERVICES", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

## **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for Proposals or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## **SCOPE OF WORK SUMMARY**

The Operator shall provide door-to-door paratransit transportation services to residents of and visitors to Escambia County, Florida, including all resources necessary to provide such services as may be required by the CTC/County to meet the needs of the CTC/County's paratransit program. The Operator will also provide the ADA Complementary Paratransit Service as required through the Fixed Route Service and paid for by the ECAT / Fixed Route Operator, as well as the door to door services as required. These services will be provided under the Americans with Disabilities Act (ADA).

## **2. Procurement Questions**

Direct all questions and requests for additional information to:

Paul Nobles, CPPO, CPPB, Purchasing Manager  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place, 2<sup>nd</sup> Floor  
Pensacola, FL 32502  
Tel: (850) 595-4918  
Fax: (850) 595-4805  
E-mail: [pnobles@co.escambia.fl.us](mailto:pnobles@co.escambia.fl.us)

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than **July 6, 2017**, request clarification in writing from the Office of Purchasing, which may, as required issue a

written addendum to the proposal. Requests shall include the RFP name.

3. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form which shall be submitted in a sealed envelope with the entire proposal including the cost proposal with Original signatures in indelible ink signed in the proper spaces and (1) one CD or Flash Drive containing the entire proposal.

4. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

5. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Proposal Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

Contract Information  
NOTICE

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

6. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty six (36) months. The contract may be renewed for two (2) additional twelve (12) months periods, up to a maximum of sixty (60) months upon mutual agreement of both parties. If any renewals result in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The appropriate County department(s) shall issue or release (purchase) orders



- against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
  - D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

8. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract month by month for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

9. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

10. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.
- D. Incentives related to service performance.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

11. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the Operation of Para Transit Services.

12. **Licenses, Certifications, Registrations**

The offeror shall meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

13. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting Proposal bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a

written extension of his offer.

## **Insurance Requirements**

### **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the

option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

#### **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

#### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### **Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

#### **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

#### **Professional Liability/Malpractice/Errors and Omissions Insurance**

The contractor shall purchase and maintain professional liability or malpractice or errors and omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, Purchasing Manager  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage

than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**REQUEST FOR PROPOSAL  
PD16-17.014  
RE-SOLICIT OPERATOR FOR PARATRANSIT SERVICES**

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Introduction
2-2	Understanding the Project
2-3	Methodology Used for the Project
2-4	Management Plan for the Project
2-5	Experience and Qualifications
2-6	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work
Exhibit K	Federal requirements
	<ul style="list-style-type: none"> <li>• Certification for Disclosure of Lobbying Activities on Federal Contracts*</li> <li>• Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from Federal Aid Projects *</li> <li>• Applicable Florida Statutes</li> <li>• Finance Element</li> <li>• Chapter 41-2 Commission for the Transportation Disadvantaged</li> <li>• 2016-2017 Rate Calculation Template</li> <li>• Escambia County Transportation Disadvantaged Service Plan FY2016/2017 Annual Update</li> </ul>
Attachment A	Solicitation and Offer Form
Attachment B	Summary Sheet

Attachment C	Sworn Statement Pursuant to Section (287.133) (3) (a) Florida Statutes on Entity Crimes
Attachment D	Drug Free Workplace Form
Attachment E	Information Sheet for Transactions and Conveyances Corporation Identification

## **PART A SUMMARY**

Escambia County, Florida (hereinafter referred to as "CTC/County") is requesting proposals from qualified Operators for Paratransit Services, including, but not limited to ADA Complementary Paratransit Service and other coordinated transportation services (i.e., Medicaid, Transportation Disadvantaged and Disability Paratransit Services). The CTC/County is dedicated to providing these services to complement and maintain the quality of life in Escambia County. The County continues to experience growth in ridership and perceives the need for Paratransit Services to be of the utmost importance.

The County will provide a minimum of 10 and up to 27 vehicles for the service but it shall be the responsibility of the operator to provide any additional vehicles needed to maintain the service and that the provider is responsible to provide their own facilities within a 5 mile radius from the ECAT facility.

## **PART I GENERAL INFORMATION**

### **1-1 PURPOSE**

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to perform as Operator for Paratransit Services.

### **1-2 OBJECTIVE**

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor for the Re-Solicit Operator for Paratransit Services that is most advantageous to the County.

### **1-3 ISSUING OFFICER**

The project Director shall be Jack R. Brown County Administrator. The liaison officer shall be Colby Brown, PE, Program Director, Traffic and Transportation Division. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

### **1-4 CONTRACT CONSIDERATION**

It is expected that the contract shall be based on the solicitation after negotiation.

### **1-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent



of this project and is from the most responsive and responsible proposer.

**1-6 MANDATORY PRE-SOLICITATION CONFERENCE**

**A MANDATORY Pre-Solicitation Conference** will be held July 3, 2017 at 1:00 p.m. CDT at the Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor, Conference room 11.407.

All Proposers are REQUIRED TO ATTEND.

**1-7 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

**1-8 SCHEDULE**

The following schedule may be adhered to in so far as practical in all actions related to this procurement and is subject to change.

Mailing date of proposals	<b>June 23, 2017</b>
Mandatory Pre-Solicitation Conference	<b>July 3, 2017</b>
Questions on or before	<b>July 6, 2017</b>
Response to questions	<b>July 10, 2017</b>
Receipt of proposals	<b>1:00 p.m. CDT, July 14, 2017</b>
Selection Committee Review of Proposal	<b>2:00 p.m. – 4:30 p.m. CDT, July 18, 2017</b>
Negotiations	<b>2:00 p.m. CDT, July 20, 2017</b>
Board of County Commissioners Review	<b>August 17, 2017</b>
Contract effective date	<b>TBD</b>

Note: Except for the Board of County Commissioners Review, all meetings are held at:

**Office of Purchasing, Room 11.401  
213 Palafox Place  
Matt Langley Bell III Building  
Room 11.407  
Pensacola, FL 32502**

**1-9 PROPOSAL CONTENT AND SIGNATURE**

**One original** of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and (1) one CD or Flash Drive containing the complete proposal shall be completely responsive to the RFP for consideration.

**1-10 NEGOTIATIONS**

The RFP and the Scope and the contents of the proposal of the successful firm shall become a basis for contractual negotiations.

**1-11      RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals and may reject overly lengthy proposals.

**1-12      CONTRACTOR RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract. The contractor is required to provide whatever is necessary to adequately provide the service whether provided by the County or not.

**1-13      DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

**1-14      DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

**1-15      WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

**1-16      METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

**PART II INFORMATION REQUIRED FROM CONTRACTORS**

**ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

**2-1      PROPOSAL FORMAT AND CONTENT**

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

**1. Table of Contents**

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered, and must correspond to the table of contents.

**2. Criteria Summary (Attachment B)**

To be used for preliminary evaluation purposes.

**3. Technical Proposals**

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

**4. Cost Proposal (Attachment A)**

The Cost proposal is a presentation of the proposer's total offering price, including the estimated cost for providing each component of the required goods or services and the completion of the Cost Proposal Form containing "at-risk" cost factors must be included to be considered responsive.

**5. Qualifications**

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

**A. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS**

Include a description of all experience Transit Management in Florida, qualifications including any minimum qualifications, financial stability, recent references of the proposer's performance on contracts of similar scope and size required. A specific format may be required of the proposers. Experience may be included as the number of years, level of technical knowledge, educational degrees and certifications required. Financial stability may be determined by requesting the proposer's most recent financial statement, certified audit, balance sheet, or evidence of bonding capacity.

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

**2-2      INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

**2-3      UNDERSTANDING OF THE SERVICE**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the service and the service schedule.

**2-4      METHODOLOGY USED FOR THE SERVICE**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's service schedule.

**2-5      MANAGEMENT PLAN FOR THE SERVICE**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's service schedule.

**2-6      EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the service team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

**2-7                    COST PROPOSAL**

Proposer's cost proposals shall include all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit and be provided on a cost per trip/mile basis. This RFP contains a specific cost proposal form that shall be completed to meet the minimum requirements of a responsive proposal.

**PART III                    CRITERIA FOR SELECTION**

**EVALUATION CRITERIA:**

**1.   Experience and Qualifications – Total 50 points**

- A. Provide records of experience as Paratransit Services or Operator (ADA, Medicaid, Transportation Disadvantaged), in the State of Florida, offering door-to-door Paratransit Services.  
0 to 5 years = 5 points  
5-10 years = 10 points  
Over 10 = 15 points
- B. Provide the following info on as much as (5) Contracts as examples:  
4 per example/ 20 total
  - a. Volume/Trips per day or Ridership info
  - b. On Time Service: Provide data showing compliance with TDSP
  - c. Complaint Resolution: Discuss the tools and tracking and provide current results and standards
  - d. Budget: Have you required Budget Increases?
- C. Provide General Info on the Following:            15 points total
  - a. Understanding of Florida Subcontracted Transportation Provided Agreement
  - b. Organizational Structure
  - c. Management Team Resume' for Each Member

**2.   Cost – Total 50 points**

Base Management Fee Proposal- 50 points

#### **PART IV SCOPE OF WORK/SPECIFICATIONS/REQUIREMENTS**

1. The Operator shall provide door-to-door paratransit transportation services to residents of and visitors to Escambia County, Florida, including all resources necessary to provide such services as may be required by the CTC/County to meet the needs of the CTC/County's paratransit program, including ADA Complementary, Medicaid, and shall have experience with Florida Non-Sponsored Transportation Disadvantaged Programs.  
2016 Data      Total Trips=85,213  
                    Total Revenue Miles=1,052,580
2. The operator shall function as/carry out the duties of the Community Transportation Coordinator (CTC) with direct report to the County as the oversight entity.
3. The CTC/County will manage the contract. The contract is expected to run for three (3) consecutive years (36 months) from contract approval, with the option for two (2) 12 month extensions, upon approval from both parties. The maximum limit for the contract will be 5 years (60 months).
4. The contract's price proposal will be based off a cost per trip/mile provided by the Operator, so the Operator needs to thoroughly read the RFP and Scope of Services to properly reflect the annual cost proposals.
5. The County/CTC will be the arbitrator in all disputes. To ensure the continuation and level of service for the ADA clients, the Operator may be required to modify the services provided hereunder consistent with such federal, state, local or county action or regulation.
6. **The CTC/County shall:**
  - a. ECAT Provider shall approve criteria for eligibility of clients for the ADA program.
  - b. Audit Operator's invoices prior to reimbursement.
  - c. Provide a minimum of (10) and up to 27 paratransit vehicles to be used for the Paratransit Services. Maintenance cost for all vehicles used in the operation of the system shall be the responsibility of the operator. Operator shall maintain according to industry standards and/or accordance with the County's maintenance schedule and location, whichever is more intensive. The operator will enter into a lease agreement with the County for use of the County owned paratransit vehicles.
  - d. Ensure the Drug and Alcohol Program is run correctly and inspect the facilities where drug and alcohol testing is conducted.
7. **The Operator shall:**
  - a. Schedule all trips and take reservations for paratransit services
  - b. Input trip information into the paratransit scheduling software (operator shall assume full responsibility for the usage (input and output) of the software).
  - c. Accept requests for trip changes, including trip cancellations, from the rider(s), and receive approval from the County/CTC if change will impact programmed budget

- d. Prepare trip manifests for pick-up and delivery of all paratransit services riders
- e. Record and investigate and resolve passenger complaints and commendations according to the performance measures required as part of this contract, and shall provide, no less than on a monthly basis, a record of any and all complaints and commendations to the CTC/County
- f. Conduct on-the-road monitoring of the drivers providing Paratransit services
- g. Comply with the 13(c) Labor Protection Agreement with the Amalgamated Transit Union (ATU 1395), and all hourly employees allowing first right of refusal of employment opportunity.
- h. Provide a proposed wage plan comparable to the Living Wage Calculator for Escambia County, FL (e.g. the MIT calculator @ <http://livingwage.mit.edu/>) (Union employees are non-medical, non-CDL transporters and non-union employees), but no less than the current wage, or whichever is greater.
- i. Provide, at a minimum, a proposed benefits package comparable to that of one provided by Escambia County, FL (union and non-union).
- j. Conduct Level II background checks on all employees
- k. Maintain Paratransit scheduling software assuming full responsibility of input and output as if the software was owned by the operator including any associated fees related to support, renewal, etc.
- l. Provide technical and training support regarding the use of scheduling software
- m. Train administrative staff and drivers as to job duties and all federal, state, local, transit, paratransit, ADA, and Transportation Disadvantaged regulations regarding loading and unloading passengers
- n. Be responsible for certifying ADA applications and performing assessments for riders, and proper storage of such records which shall be provided to the County in an electronic format on a monthly basis.
- o. Establish/maintain a drug and alcohol testing program to ensure that all drivers are compliant with federal and state requirements; the Operator will be responsible for all costs associated with the testing program
- p. Comply with all applicable federal and state laws and regulations relating to transportation-disadvantaged transportation
- q. Negotiate all employee contracts (union or non-union)
- r. Coordinate scheduling between funded programs (ADA, Medicaid or contracts of Medicaid, Transportation Disadvantaged, Disability Services, etc.) to ensure efficiency, and to ensure trips are provided under the correct funding source not to exceed allotted amount.

- s. Provide a Marketing Plan to the County/CTC for review and approval within 30 days of contract approval.
- t. Make a reasonable attempt to relocate the operations office to an area near and/or within a 5 mile radius from the current ECAT facilities located at 1515 W. Fairfield Drive in Pensacola, Florida.
- u. Attending and/or reporting at any and all related meetings including but not limited to Local Coordination Board, Public Forums, etc.

## **Appendix 1**

### **Performance Based Measures**

In order to ensure a high standard of performance, services provided by the Operator are to be conducted in a manner that maximizes productivity without negatively impacting service quality for Escambia County/ECCT (hereinafter referred to as "ECCT"). To ensure quality and a high level of customer satisfaction, all performance standards shall be reviewed on a regular basis and are subject to change as ECCT's needs change. If the performance standards set forth are changed by ECCT, the Operator's performance standards will be immediately changed to meet the new performance standards, once notice of the necessary changes is conveyed to the Operator.

The County/CTC will review each performance based measure and provide a rating of either Exceeds, Meets, or Does Not Meet with the Operator on an annual basis, at a minimum. All performance based measures will be evaluated and issued a rating by the County/CTC and shall be distributed among the Operator's organization.

The following performance standards establish a range of performance that provides quality service delivery to ECCT patrons. The Operator shall attain the following standards:

#### **Performance Based Measures:**

##### **1) On-Time Performance (OTP)**

OTP is defined as overall on-time pickup for scheduled trips provided each month. The definition of on-time is that the individual trip occurs within the 30 minute window on either side of the scheduled pickup, and within the 1 hour window on a return trip. The Operator must provide a monthly report to the County/CTC for all trips provided within that respective month detailing the exact pickup times for such trip. The report should be run using the following parameters in the Route Match software system.

A rating of 1 will be provided for a Does Not Meet, a rating of 3 will be provided for a Meets, and a rating of 5 will be provided for an Exceeds.

<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
>90%	90 - 95%	<95%



## **2) Customer Survey Results**

The County/CTC will provide a customer survey that the Operator must have available in written and electronic means for customers to access. All survey results must be provided to the County/CTC on a monthly basis, with the performance based measure being rated on an annual basis. The County/CTC reserves the right to contact any individual that completed a customer survey for verification.

Does Not Meet = Less than 90% satisfactory survey rating

Meets = 90-95% satisfactory survey rating

Exceeds = Greater than 95% satisfactory survey rating

A rating of 1 will be provided for a Does Not Meet, a rating of 3 will be provided for a Meets, and a rating of 5 will be provided for an Exceeds.

<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
>90%	90% - 95%	<95%

## **3) Valid Customer Complaints**

Customer Complaints are defined as any negative or critical communication by a customer of the Paratransit Service to either the Operator or County/CTC that is provided either verbally or written. There is no criteria that warrants a complaint; a customer can file a complaint for any and all reasons to the Operator or the County/CTC. If a complaint is filed to the Operator, the Operator must then provide a copy of the complaint to the County/CTC, no less than on a monthly basis. All customer complaints must to fully and properly evaluated, and a response of action or review must be provided to the complainant.

A valid customer complaint is one that is determined, upon evaluation, as one that requires some level of action by the Operator for adequate resolution. The County/CTC must be made aware of all valid customer complaints, and approve of any recommended action prior to the Operator implementing such action.

All customer complaints that are determined to not be valid by the Operator, must receive approval from the County/CTC. If the County/CTC determines that a complaint is valid, and the Operator determines it as invalid, then the complaint will be provided to the Local Coordinating Board (LCB) for final determination.

The Operator shall put into place policies and procedures directed at providing quality customer service and operational efficiency. The Operator shall average no more than 1 valid complaints filed for the Paratransit Service on a monthly basis.

A rating of 1 will be provided for a Does Not Meet, a rating of 3 will be provided for a Meets, and a rating of 5 will be provided for an Exceeds.

<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
<1	1	0

#### **4) Vehicle Safety Inspections**

The County/CTC will request, at minimum, request vehicle safety inspections reports for all Paratransit vehicles on an annual basis. It is the responsibility of the Operator to monitor and manage the upkeep of the vehicles to meet all State and Federal safety regulations. The inspections shall be scheduled by the Operator as they deem fit, but at least on an annual basis, and the County/CTC shall be notified of the scheduled inspections prior to the inspections commencing. All vehicle inspections shall be conducted by a third-party inspector, and the inspector proposed must be approved by the County/CTC. All vehicle inspection reports shall be provided to the County/CTC immediately upon completion.

Exceeds = 2 or more vehicles receive an exemplary evaluation

Meets = All vehicles receive a satisfactory evaluation

Does Not = 1 or more vehicles receive an unsatisfactory evaluation

For the purposes of this performance based measure, exemplary evaluation shall be defined as the condition of a vehicle that exceeds all minimum required safety regulations. An exemplary evaluation can only be issued with consent of both the third-party inspector and the County/CTC.

A satisfactory evaluation is defined as the condition of a vehicle that meets all minimum required safety regulations.

An unsatisfactory evaluation is defined as the condition of a vehicle that does not meet all minimum required safety regulations. The County/CTC must be notified immediately of any vehicle that receives such rating.

A rating of 1 will be provided for a Does Not Meet, a rating of 3 will be provided for a Meets, and a rating of 5 will be provided for an Exceeds.

<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>

#### **5) Vehicle Traffic Incidents**

The County/CTC is the owner of all the vehicles within the Paratransit fleet; however, the Operator is responsible to operate and maintain the vehicles. The Operator shall implement any and all protocols or procedures to mitigate vehicle traffic incidents caused by Operator employees. Paratransit has experienced 1.1 vehicle traffic incidents per month since June 2014.

A vehicle traffic incidents rate of <1 / month will be provided for a Does Not Meet, a vehicle traffic incidents rate of 0.5 – 0.99 will be provided for a Meets, and a vehicle traffic incidents rate of > 0.5 will be provided for an Exceeds.

<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>

#### **Overall Operator Rating:**

Prior to the County/CTC issuing the overall operator rating, all documentation, reports, files, etc. used as back-up to the above performance based measures must be provided to the

County/CTC for review at least 2 weeks prior to the annual evaluation is conducted.

Based upon the above performance based measures, the County/CTC's rating for the Operator's annual performance is issued below. The rating is the average rating from the above performance based measures.

<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
>3	3-4	<4

If the County/CTC issues an overall annual rating of Does Not Meet, then the Operator will be penalized a \_\_\_\_ or no less than a 5% at the end of the overall annual fee.

## **B. BACKGROUND**

Escambia County, Florida, is the westernmost county in Florida. Established as one of the two original counties in Florida, and bordered to the south by the beautiful white sand beaches of Santa Rosa Island, Escambia County encompasses over 875 square miles, including the nationally protected Gulf Islands National Seashore. Escambia County serves as the cultural, educational and commercial center for the Panhandle of Florida. The County is home to a university, several colleges, and is one of the state's centers of education, medicine, cultural events and athletics. The University of West Florida, local hospitals, and Navy Federal Credit Union are the leading employers in Escambia County, also providing jobs for many residents of surrounding counties. The population of Escambia County is approximately 300,000. The County seat is Pensacola, the largest city in our County.

As of July 1, 2014, the Escambia County Board of County Commissioners assumed the responsibility as the Community Transportation Coordinator (CTC) for Paratransit Services (including ADA, Medicaid, Transportation Disadvantaged and Disability Services Transportation services) for Escambia County, FL.

## **GENERAL OVERVIEW**

### **1. Definitions**

- a. Acceptance – as used in this Scope of Work, means the act of an authorized representative of the CTC/County by which the CTC/County assumes for itself, or agrees to assume for another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- b. ADA – The Americans with Disabilities Act of 1990 is a federal law that prohibits discrimination against individuals with disabilities in connection with the provision of transportation service. The law requires complementary paratransit services be provided for individuals with disabilities who are unable to use a fixed-route transportation system.
- c. AVL – an Automatic Vehicle Locator is a device that makes use of the Global Positioning System (GPS) or other location technology to enable a business or agency to remotely track the location of its vehicle fleet by using the Internet.

- d. Claim – as used in this Scope of Work, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.
- e. Common Wheelchair – is a wheelchair that does not exceed 30 inches in width and 48 inches in length, measured two inches above the ground, and does not weigh more than 600 pounds when occupied. Wheelchairs are defined to include both three-wheeled and four-wheeled mobility aids. Three-wheeled "scooters" and other non-traditional designs that fit these standards must also be transported. This definition may be modified to remain consistent with federal, state or local regulations relating to the delivery of program services as deemed necessary by the CTC/County.
- f. Correction – as used in this Scope of Work, this means the elimination of a defect.
- g. Dedicated Vehicles – are defined as vehicles provided solely for use in this contract and will not be used in any other capacity.
- h. Door-To-Door Service – is defined as service from the first floor front door or main lobby of a rider's origin to the first floor front door or main lobby of the rider's destination.
- i. GPS – Global Positioning System – a "constellation" of 24 well-spaced satellites that orbit the Earth and make it possible for people with ground receivers to pinpoint their geographic location.
- j. Manifest – a specific itinerary of trips assigned to a specific vehicle.
- k. MDT - Mobile Data Terminal – a small computer terminal operating in a vehicle, MDTs are usually linked with Computer Aided Dispatching (CAD) systems, and can be used for all non-voice communications.
- l. Missed Trip – a missed trip is a trip that was not performed, regardless of the reason for non-performance, or was performed more than one (1) hour after the end of the pick-up window.
- m. Mobility-Aided Trip – when a rider is traveling in a wheelchair or scooter and the driver has to use the four-point securement system to secure the rider. Use of the lift to board a passenger does not constitute a mobility-aided trip.
- n. Monitoring – activities performed by the CTC/County or other federal, state or local governmental entities with regulatory authority over Paratransit Services trips to ensure compliance with current laws, regulations, and procedures and with all aspects of this contract. These measures may include, but are not limited to examination of electronic data, all files, records, vehicles, facilities, equipment, personnel, securement devices, and service delivery. Monitoring may be conducted with or without notice.

- o. Road Call – any mechanical failure of a vehicle in service which results in the interruption of service, requiring intervention.
- p. Service Animal – any animal that is specifically trained to assist a person with a disability in the completion of daily life functions. Service animals do not have to be identified by a special leash, harness, or other identifying equipment.
- q. Services – as used in this clause, the term ‘services’ includes services performed, workmanship, and material furnished, utilized or required in the performance of standards and this contract.
- r. Wide Wheelchair – is a wheelchair that exceeds 30 inches in width and 48 inches in length, measured over two inches from the ground to the axle, and weighs more than 600 pounds when occupied.
- s. Valid Complaint – is any complaint in which the Operator has been found to be “at fault.” At fault status is determined by the CTC/County based on investigation of the situation presented by the client and the Operator’s explanation of the circumstances which caused the situation to occur.

2. **Services to Be Performed**

Unless otherwise directed by the CTC/County, the Operator will be responsible for providing the following services and resources, as described herein and as such may be modified by the CTC/County from time to time:

- a. Maintain dedicated vehicles in accordance with all requirements.
- b. Include a current inventory of vehicles to be used in the performance of this contract with your proposal.
- c. Provide all personnel and any additional vehicles necessary to successfully perform this contract in accordance with all federal, state, county and CTC requirements.
- d. Establish and utilize an operations/maintenance facility in accordance with all requirements.
- e. Provide all necessary equipment and technology needed to carryout the service in accordance with all requirements.
- f. Equip all vehicles with two-way communications in accordance with all requirements.
- g. Provide door-to-door transportation to all paratransit riders, in accordance with all federal, state, county and CTC requirements.
- h. Gather, maintain, and complete vehicle manifests, reports, documentation, and data in accordance with all federal, state, county and CTC requirements.
- i. For each assigned trip, provide, to the County, documentation in accordance with all federal, state, county and CTC requirements.

- j. Comply with all federal, state, county and CTC requirements applicable to the delivery of services and the full performance of this contract.
- k. Provide all dispatching required by CTC/County, utilizing such equipment, materials, software and minimum staffing levels required by CTC/County.
- l. Provide for road supervision for monitoring of Operator's service operation.
- m. Some of the Operator's personnel (to be identified) shall be required to attend Federal Emergency Management Administration (FEMA) training, and may be required to provide staff at the Emergency Operations Center as necessary.

### 3. **Service Area**

In general, the Operator agrees to abide by the following:

Provide Paratransit Services for any origin and destination within the limits of Escambia County, or as specified by the CTC/County.

The ADA Complementary Paratransit Service (CPS) service area must be to origins and destinations within a maximum corridor of  $\frac{3}{4}$  miles on either side of a fixed-route.

Provide Medicaid-approved out-of-county trips.

### 4. **Service Hours**

- a. The Operator's office hours will generally be Monday through Saturday, from 8:00 a.m. through 5:00 p.m.; with limited route(s) possible after those hours and on Sunday, depending on the service being provided (ADA, Medicaid, Transportation Disadvantaged, Disability Services.)
- b. Service on recognized holidays and when the Escambia County Area Transit (ECAT) fixed route is not running will be limited to dialysis service and will only be provided within the hours stated above.
- c. The CTC/County reserves the right to adjust service hours as it may require. The Operator shall deliver Paratransit Services on such days and during such hours as directed by the CTC/County in writing.
- d. During an activation of the Emergency Operations Center, service will be coordinated through the local Incident Commander.

### (e) **Method of Payment and Billing Reports**

The CTC/County will pay these fees less the co-pay for Paratransit Services on a monthly basis within 30 days of receipt of the invoice for services. Invoices should be received no later than the 10th day following the preceding month of service. The invoices for service shall include the name of the passenger, origin, destination, time of pick up and date.

- a. All trip records shall be retained for a minimum of three years after provision of

service and be made available electronically to the County.

- b. All trip records shall be open for inspection and audit during regular business hours and days.
- c. Once the CTC/County receives an invoice from the Operator, the CTC/County will verify the information on the invoice. If there is a discrepancy, the CTC/County will work with the Operator to resolve the discrepancy and the Operator will provide the CTC/County with a corrected invoice.

(f) **ADA Paratransit Services Fares**

A paratransit provider can charge a rider up to twice the regular, non-discounted fare that would be charged for a comparable fixed route trip at the same time of day. To determine that cost, Operator will plot the same trip on fixed route and calculate the fares for that time of day, including any transfer fees or premium service charges, without applying any discounts such as the discounts offered to older adults and individuals with disabilities. The Operator can charge up to twice the resulting amount for the paratransit trip.

- a. Current price for ADA Paratransit Services fares is \$3.50 per one-way trip.
- b. Personal Care Attendants may not be charged nor will the CTC/County reimburse PCA trips.
- c. Companions are charged the same fare as the paratransit eligible individual they are accompanying. A personal care attendant who is assisting a paratransit rider must be given a free fare.
- d. The fare for ADA clients will be established by the County Commissioners. The fare may be paid in cash or by the use of courtesy passes. The CTC/County reserves the right to change the fare amount at anytime.
- e. The manifests and schedules provide complete instructions to the driver concerning the amount of fares to be collected.
- f. The driver is required to collect the fare specified on the manifest or schedule at the time the vehicle arrives to transport the rider(s).
- g. If a rider does not provide the appropriate fare, the driver is required to notify the dispatcher.
- h. The Operator is prohibited from transporting riders who fail to present the appropriate fare unless failure to transport the rider would result in the rider being stranded away from home. In such instances the Operator will transport the rider and treat the incident as a matter of rider misconduct which is subject to the client code of conduct.
- i. Drivers are absolutely prohibited from accepting gifts or gratuities of any kind, either as payment of a fare or in addition to the payment of a fare.
- j. The Operator will retain all fares which are received in the form of cash as partial

payment for services rendered.

- k. Fuel Escalator will be negotiated and the base gas price will be adjusted yearly.

## F. **VEHICLE MINIMUM REQUIREMENTS**

### 1. **Sufficient Fleet**

The Operator shall provide a sufficient number of vehicles to meet the current service levels and must include spare vehicles to allow for routine servicing, repairs, vehicle breakdowns and similar occurrences as may be reasonably anticipated. Vehicles used in the provision of this service must meet all safety requirements set forth by FTA and FDOT regulations. Interested bidders are required to include a vehicle inventory list with their price proposal.

- a. The Operator will allow vehicle inspections by CTC/County personnel at a minimum of twice a year. The CTC/County will schedule inspections to minimize the impact on service delivery but reserves the right to conduct unannounced inspections.
- b. The Operator will allow annual vehicle inspections by FDOT, as required.
- c. *All vehicles used in the transportation of wheelchairs and other mobility devices will comply with all provisions of applicable federal, state, local, and county requirements, including the Americans with Disabilities Act (ADA), [49 CFR, Section 37](#) and [Section 38](#), and all applicable provisions of Escambia County Vehicle for Hire ordinances, as any or all may be amended or superseded from time to time.*
- d. All newly acquired accessible vehicles must have transit-style doors for easy boarding and alighting. Portable stools will not be acceptable.
- e. The paratransit van provided to the Operator will not be used outside the Paratransit Services area. All of these vehicles must be in accordance with all requirements outlined herein.

### 2. **CTC-Leased Vehicles**

- a. To assist in the provision of Paratransit Services, the CTC/County will lease to the Operator a minimum of ten (10) ADA-compliant vehicles at the rate of One Dollar (\$1.00) annually, as the vehicles become available. The Operator may use these vehicles for coordinated Paratransit Services subject to the insurance requirements contained in this Agreement. The Operator shall use County-owned maintenance facilities for all maintenance on all CTC/County-owned and leased vehicles.
- b. A weekly mileage report must be submitted from the Operator by 9:00 a.m. the first business day of each week for each vehicle leased to the Operator.

### 3. **Additional Vehicles**

The Operator, if necessary in order to meet increased demand, is required to provide additional vehicles and sufficiently trained drivers within THIRTY (30) DAYS



of receipt of written notice from the CTC/County. Nothing contained in this document shall preclude the CTC/County from adding additional Operators, if, in the sole discretion of the CTC/County, the Operator lacks sufficient capacity or is unable to provide the required additional capacity, or if the CTC/County determines that program services will be improved by the addition of other Operator(s).

**4. Vehicle Size and Capacity**

- a. No fewer than two vehicles will be equipped with a wide wheelchair lift that has thirty-four (34) inches of useable platform width and an 800 pound weight capacity.
- b. The Operator must propose to the CTC/County what their vehicle replacement plan will be. The CTC/County reserves the right to provide to the Operator CTC/County-owned replacement vehicles.
- c. All vehicles will comply with all provisions of applicable federal, state, local and CTC/County requirements, including [Section 41-2, F.A.C.](#), and [Rule Chapter 14-90, F.A.C.](#) ADA-accessible vehicles must also comply with the [Americans with Disabilities Act \(ADA\), 49 CFR](#).
- d. The Operator must have a minimum of two (2) working spare vehicles available at all times.

**5. Vehicle Standards**

The Operator is responsible for ensuring that all vehicles meet the following requirements, as they may be modified from time to time by federal, state or local law, and that no driver is allowed to operate any vehicle that does not meet these requirements:

- a. All vehicles will be maintained in good overall operating condition. Vehicle exteriors will be washed and interiors will be swept and cleaned daily before the vehicle is put into service. Once each week, all vehicles must undergo a deep cleaning and sanitizing by washing all windows, seats, floors, seatbelts, lifts, etc., with a germ-killing cleanser. All vehicles will have exteriors free of broken mirrors, broken or cracked windows, graffiti, grime, rust, chipped paint, dents, and body damage. Each time the vehicle is cleaned a record will be kept, in the vehicle, for a minimum of fourteen (14) days. This record must state what was washed, who washed it, and when it was washed.
- b. Each vehicle will be equipped with the following that each driver is trained in the use of:
  1. A dry chemical, type A-B-C fire extinguisher with a minimum of a five pound capacity, equipped with a pressure gauge, mounted and easily accessible to the driver.
  2. A first aid kit mounted at a location easily accessible to the driver.
  3. Three safety triangles or three road flares secured in a convenient location which will not interfere with passengers.

4. Blood borne pathogen spill kits ("Bio-Hazard Kit").
  5. Emergency web-cutter.
  6. Seatbelts for all occupants of the vehicle, including the driver.
  7. Any other equipment, agent, product or material required by federal, state or local law, or which may be required by the CTC/County from time to time.
- c. No vehicle will be operated without all required safety equipment being on board at all times.
  - d. The Operator is required to display the Operator's name, telephone number and a "Vehicle Identification Number" on the exterior of the vehicle, in two (2) inch black letters. The exact specifications for placement will be determined by the CTC/County.
  - e. The Operator will make CTC/County-owned vehicles available for vendors to install interior or exterior advertising, of a type and content chosen by the CTC/County. Other than CTC/County-sanctioned, the Operator is prohibited from displaying any advertising material on the exterior and interior of any vehicle performing work on this contract.
  - f. Drivers are prohibited from distributing any materials to riders which have not been pre-approved, in writing, by the CTC/County.
  - g. The wheelchair securement system must comply with the Americans with Disabilities Act, (ADA) [SAEJ2249](#), which may be amended from time to time. Wheelchair securement system belts must be retractable to prevent accidental tripping and swivel to accommodate wheelchairs of various widths. Wheelchair securement system securing retractors must be self-locking and self-tensioning to automatically take up slack which does not require the driver to manually adjust tension with a "J" shape end for ease of use. All four (4) wheelchair securement system securing retractors must be the same size and shape to be interchangeable to avoid placement confusion. The occupant restraint system must have an emergency locking retractor with retractable height adjuster. Wheelchair securement systems must be of an "L" track design. All wheelchair securement systems will accommodate forward-facing mobility devices.
  - h. Lifts and entrance ways will be in compliance with ADA requirements.
  - i. Minor body damage, which does not affect the safety or performance of the vehicle, must be repaired within thirty (30) calendar days of occurrence.
  - j. All maintenance for CTC/County-furnished equipment shall be the responsibility of the Operator. The Operator shall make all CTC/County-provided vehicles available to the CTC/County staff to ensure cleanliness standards are met and vehicle maintenance is accomplished and required inspections are completed
  - k. Each vehicle will have an interior rear-view mirror and a side-view mirror mounted on both sides of the vehicle, and will have unobstructed vision on all

sides. Each vehicle will have sufficient functioning lights within the interior compartment and will have a functioning horn, and all standard equipment safety features (e.g., hazard flashers, etc.) will be maintained in operable condition. Flooring (aisles, steps, and floor areas) must be slip-resistant to ensure rider safety.

- l. Each vehicle will have functioning mechanisms that ensure all doors are capable of being opened from the inside, and must remain closed and secure while the vehicle is in motion.
- m. Each vehicle will be weather-tight and free of leaks. The engine compartment will also be free of leaks from oils and fluids.
- n. Passenger compartments will be free from torn or excessively worn floor coverings or upholstery. Seats and restraints will not be broken, damaged or have protruding sharp edges.
- o. Each vehicle will have an interior sign stating that smoking on the vehicle is strictly prohibited and that eating and drinking are prohibited unless medically necessary.
- p. The Operator will provide placards for each vehicle that state a toll-free number and address for complaint/commendation to be posted inside each vehicle.
- q. Vehicle Air Conditioning System:
  - 1. The air conditioning (A/C) system and its performance is of paramount importance to the CTC/County. Particular attention should be directed to the high summer temperatures, rainfall, and humidity factors found in Escambia County, Florida. The performance of the air conditioning system offered shall be demonstrated to the CTC/ County's satisfaction.
  - 2. The air conditioning system will be furnished with heating and ventilating systems, and will have sufficient capacity to maintain an inside temperature of 70° F. plus or minus 3° F. throughout the vehicle, with an outside temperature of 110° F. The A/C system must be manually controlled from the driver's area. The A/C system must be capable of lowering the inside temperature from 110° F. to comfort range between 67° F. minimum and 73° F. maximum (70° F.  $\pm$  3° F.) in thirty minutes or less with all of the doors closed and the engine operating at 3/4 of maximum rated RPM.
  - 3. This temperature differential shall be held under the following conditions:
    - i. Geographic location – the air conditioning system will be designed to operate in Escambia County, Florida.
    - ii. All interior temperature measurements must fall within the comfort range of 67° F. and 73°F. within 30 minutes of operation.
- r. Each vehicle will have a functioning speedometer, properly calibrated, indicating speed in miles per hour, and an accurate, functioning odometer which indicates

distance traveled in units of tenths of a mile.

- s. The first step to board the vehicle will not be more than eleven (11) inches from the ground.
- t. All vehicles will include CTC/County-approved lettering and Fraud, Waste, and Abuse decals.
- u. The CTC/County reserves the right to remove any non-compliant vehicle from service at the cost of the Operator. All vehicles must be reinspected by the CTC/County before being put back into service.

6. **Required Vehicle Maintenance Procedures**

To ensure that vehicles are maintained in proper working order, the Operator is required to utilize the following maintenance procedures:

a. Pre-Trip Inspections:

- 1. Pre-Trip inspections are required to be performed according to [Florida Administrative Code 14-90.006](#).
- 2. The Operator is required to conduct a pre-trip inspection for each vehicle prior to its use in service each day. This pre-trip inspection will include: a visual inspection of the vehicle's interior and exterior to ensure the all systems are working as required, and should include; cycling of the lift, and checking of all fluids, including fuel, oil, brake fluid, etc.
- 3. The results of the pre-trip inspection are to be documented on a Pre-Trip Inspection Form. Any vehicle which fails the pre-trip inspection is to be from service. Pre-Trip Inspection Forms will be retained by the Operator for at least 90 days from the date of inspection, unless a defect is discovered, in which case the records are required to be retained for five (5) years.

b. Preventive and Regular Maintenance:

- 1. The Operator is required to perform all preventive and regular maintenance in accordance with manufacturers' recommendations. The Operator shall comply with all applicable federal, state, local and county requirements while performing scheduled and unscheduled maintenance to CTC/County-owned vehicles.
- 2. The Operator is required to maintain written documentation of the date, mileage, VIN or plate numbers, and vehicle number, when the preventive maintenance was conducted, and any repairs that were made. Such documentation will be retained by the Operator for the duration of the Contract. All maintenance must comply with [Section 14-90.004 of the Florida Administrative Code](#) (FAC).

7. **Vehicle Inspections**

- a. CTC/County, Florida Department of Transportation (FDOT), Federal Transit Administration (FTA), and any other governmental entity with regulatory control over the program services may conduct periodic inspections of vehicles in use for this program.
- b. Inspections will not interfere with service obligations, but may be conducted with or without notification at the Operator's facilities.
- c. Spot checks may be carried out while vehicles are in service.
- d. Any vehicle that does not meet the required standards will be immediately removed from service until such time as necessary corrective actions are taken. Such removals will not relieve the Operator from any responsibilities of this contract. Any vehicle pulled from service must be re-inspected by CTC/County before being placed back into service. In addition, vehicles which do not meet the following safety standards will also be pulled from service:
  1. Any tire on a vehicle not meeting the minimum criteria for tread depth as prescribed by [FAC 14.90.007](#).
  2. Any vehicle used in the delivery of service using a re-tread or re-grooved tire on the steering axle
  3. Any vehicle missing one or more of the following safety equipment /devices:
    - i First Aid Kit
    - ii OSHA approved Bio-Hazard Kit
    - iii Emergency Triangles or 3 Flares
    - iv Charged and compliant fire extinguisher
  4. Any vehicle with a leak in the exhaust system
  5. Any vehicle not having the proper amount of wheelchair tie down and corresponding restraint systems
  6. Any vehicle not having valid registration/insurance information on board
  7. Any vehicle not having a properly functioning two-way radio system
  8. Any vehicle not having a functioning air conditioning system in accordance with manufacturers specs; temperature emanating from the vent at or below 60F
  9. Any active engine fluid leak
  10. Any vehicle not having functioning lighting in accordance with [FAC 14.90.007](#) to include back up lights
  11. Vehicles not having a functioning back-up alarm

12. Vehicles not equipped with the manufactures prescribed manual pump handle to operate the wheelchair lift
  13. Vehicles not having properly functioning seatbelts
  14. Dirty vehicles, as determined by CTC/County staff or designee performing the inspection, e.g. bug infestation, garbage.
  15. Any vehicle with cracked windshields
- e. Each vehicle provided to the Operator from the CTC/County must undergo a joint inspection between CTC/County staff or designee and the Operator before it is put into service, and will be re-inspected annually.

**8. Vehicle Breakdowns**

If a vehicle breaks down in service, the Operator shall dispatch a back-up vehicle to the site of the breakdown. The back-up vehicle shall be dispatched and placed en route within fifteen (15) minutes of notification of the breakdown.

**9. System Safety Program Plan**

- a. Vehicles operated under this Agreement must meet requirements of [Florida Statute 341.061](#) and [Administrative Rule 14-90](#). The Operator will be subject to biannual compliance inspections by the CTC staff or designee.
- b. The Operator shall establish a safety program, including a system for monitoring driver performance that identifies problem drivers and recognizes good drivers. The program shall include methods for promoting safe driving practices, such as safety incentives and awards, meetings and posters.
- c. Any vehicle that fails to pass a mandated safety inspection, or upon inspection by a designated CTC/County employee is determined not to meet all applicable regulations, shall be removed from service immediately until the Operator makes necessary repairs or modifications. The vehicle will be re-inspected prior to being put into or returned to service. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, accident damage and vehicle condition.
- d. Vehicles provided by CTC/County will be jointly inspected by both agencies prior to turn-over. If defects are discovered, the vehicle will be repaired by CTC/County staff or designee to both parties' satisfaction prior to acceptance of the vehicle by the Operator.

**E. PERSONNEL MINIMUM REQUIREMENTS**

The Operator shall employ or engage a sufficient number of drivers, management and/or support personnel to assure the CTC/County of continuous, reliable service, and shall provide dispatching services and radio communication with all drivers and vehicles, and will maintain communication with the CTC/County at all times service is being provided. Drivers employed by the Operator shall possess such licenses and permits as required by the state and the localities in which the vehicle will be operated for the operation of the classification of vehicle to be assigned to the driver. The Operator shall update its driver listing as necessary, but not less than monthly. The CTC/County shall have the right to require the Operator, with cause, to remove any driver assigned to work upon notification in writing to

the Operator. The Operator will recruit and train personnel so as to ensure that all service is provided in a safe, courteous manner, and that adequate supervision is available to ensure service quality.

The Operator must agree to allow the Amalgamated Transit Union (ATU) #1395 employees to continue per Rule 13(c).

1. **General Manager**

- a. Subject to CTC/County approval, the Operator will designate a General Manager who is capable of acting for and on behalf of the Operator in the day-to-day delivery of the service.
- b. The General Manager will be a full-time employee and will work at the Operator's facility from which this project/contract is performed. The General Manager shall regularly advise CTC/County of times when he or she will not be on site. The General Manager will be the principal point of contact with CTC/County and shall be responsible for overall operations management.
- c. The General Manager will have a minimum of three (3) years management experience, preferably in the area of specialized paratransit services for seniors and people with disabilities, and will speak, write, and understand English fluently.
- d. The CTC/County desires that the Operator retain the services of an approved General Manager for the duration of the contract. If for any reason the General Manager is replaced, the new General Manager will meet the terms outlined herein, and his/her designation by the Operator as General Manager is subject to CTC/County approval. The CTC/County will receive a minimum of three resumes from qualified candidates for consideration. The approved General Manager is expected to be on site except for vacation or other approved time off, conferences and/or appropriate training, seminars or workshops. When the General Manager is going to be absent for more than 72 hours, the CTC/County will be notified; contact information for the interim manager will be provided to the CTC/County.
- e. The General Manager (or his/her designee) shall:
  1. Be available via a mobile or land line phone during all hours of service.
  2. Make all decisions and take all actions necessary to meet the provisions of this contract.
  3. Be empowered and qualified to take any reasonably required action in the event of an emergency.
  4. Provide the CTC/County with a list of emergency phone numbers for all key administrative personnel.

- f. The General Manager must know and understand all federal, state, county and CTC requirements, including the [Americans with Disabilities Act \(ADA\)](#), [49 CFR, Section 37](#) and [Section 38](#), and all requirements of [Chapter 14-90, F.A.C.](#), as all may be amended or superseded from time to time.
- g. The General Manager shall meet at least monthly with CTC/County or designee regarding all aspects of the Operator's responsibilities under this Agreement. The General Manager shall be available when requested by CTC/County for attendance at meetings with public advisory committees.
- h. The General Manager must have a Strike Plan on file, and must share same with CTC/County or designee upon accepting award of this project.

2. **Drivers**

- a. Driver Qualifications: Prior to performing under this contract, the Operator must ensure that all drivers utilized on this project/contract meet all of the following requirements:
  - 1. All drivers must pass a complete criminal background check before being put into service. An Escambia County fingerprint check will be performed. The Operator will, at a minimum, perform the following checks to determine if the Driver has a criminal background:
    - i. National Sex Offender database
    - ii. Widescreen National Criminal Search
    - iii. Address history
    - iv. Motor Vehicle Records
    - v. Social Security Number Check
    - vi. Prior Drug and Alcohol abuse
  - 2. Drivers will not be used in the performance of this contract if they do not pass the background check as mentioned above.
  - 3. The driver must not have been convicted of a serious traffic violation such as driving under the influence of alcohol or drugs, leaving the scene of an accident, using a vehicle in the commission of a felony, reckless driving and/or reckless endangerment within the last five (5) years.
  - 4. Each driver must undergo a commercial and personal driving record check with the Florida Department of Highway Safety and Motor Vehicles.
  - 5. The driver must not have had a driver's license suspended or revoked for moving violations within the last three (3) years.
  - 6. The driver must have possessed a valid Driver's License from any U.S. State for the last three (3) years.
  - 7. All drivers must be able to speak and understand English, and drivers must be proficient in written English to successfully complete all paperwork required for this contract, including, but not limited to vehicle manifests, incident and accident reports.



8. Drivers of vehicles must pass a pre-employment physical and drug/alcohol test in accordance with U.S. Department of Transportation requirements. Drivers and all other employees performing safety-sensitive function(s) will satisfy the requirements of the Operator's Drug and Alcohol Testing Program, which will be administered in conformance with the requirements of [49 C.F.R., Part 40](#) and [Part 655](#), as they may be amended or superseded from time to time.
9. Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the Operator's obligations relating to the transporting of passengers with disabilities, including, but not limited to:
  - i. Assisting passengers in getting to, on, off and from the vehicles
  - ii. Securing mobility devices within the paratransit vehicle
10. The Operator will train and certify all drivers.
11. The Operator shall require drug and alcohol testing of its employees, including but not limited to pre-employment, reasonable suspicion, post-accident, and follow-up. The Operator must take their employees, at the Operator's expense, to a CTC/County-approved facility. All drug and alcohol testing costs shall be borne by the Operator.
12. Uniform
  - i. Drivers shall wear an easily recognizable uniform, subject to approval by CTC/County; the uniform will present a professional image. Uniform can be pants or shorts, with a tucked-in collared or polo-type shirt.
  - ii. All drivers are required to wear the photo I.D. badge bearing the driver's picture, which will be in color, and the driver will be in the Operator's uniform at the time the picture is taken.
  - iii. Drivers shall identify themselves verbally to passengers with visual impairments.

### 3. **Driver Responsibilities**

- a. The Operator shall provide driver training to ensure compliance with ADA and all other Paratransit Services laws and regulations. Prior to transporting riders, drivers will successfully complete all training requirements specified herein, as they may be amended from time to time. Prior to transporting riders, drivers will successfully complete all training requirements specified herein. The Operator's drivers will be responsible for the following duties and responsibilities:
  1. Know, understand, follow and implement policies and procedures that are provided to them.
  2. Know, understand, follow and implement disability recognition and sensitivity.

3. Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training. To ensure sensitivity to and safe transport of persons with disabilities, training shall include, but not be limited to the following:
    - i. Basic professional courtesy, customer service and the elimination of attitudinal barriers
    - ii. Passenger assistance techniques for passengers with: wheelchairs (including 4-point wheelchair tie down procedures), walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/cognitive impairments and Alzheimer's Disease, seizure disorders, and a basic explanation of dialysis treatment and its effect on the customer's stamina during transport
    - iii. Dealing with Service Animals and guide dogs
    - iv. Definition of Personal Care Attendants vs. Companions and the impact on fare collection
  4. Know and understand local geography; including locations of public and private agencies, points of interest, and other locations to which paratransit clients are likely to travel.
  5. Relevant policies and procedures contained in the Operating Company's Operator's Manual.
  6. Participate in annual reviews of his or her responsibilities and performance.
- b. Drivers must also be trained by the Operator to be proficient in the following areas:
1. The proper handling of assigned vehicles and defensive driving, using a program approved by the National Safety Council
  2. The use of the Operator's two-way communication system and any other inter-connective device, mechanism or software used by the Operator to perform the contract
  3. Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguisher and two-way radio communications
  4. The use of child safety seats required under this contract
  5. The use of safety equipment on board the vehicle
  6. Any other aspects which contribute to the safety, comfort and efficiency of Paratransit Services
- c. While on duty, drivers of vehicles are required to wear a standardized uniform, including Photo I.D. All drivers must appear clean and neat and present a professional image.

- d. When a driver leaves the Operator's employment, the Operator is required to collect and retain the Photo I.D. badge in the driver's personnel file, for the duration of the contract.
- e. Operating procedures, including passenger assistance policies, fare collection, definition of Personal Care Attendants vs. Companions, and the impact on fare collection must be distributed to and adhered to by all drivers upon employment.

4. **Driver Duties**

- a. Drivers will be professional and courteous at all times. Drivers who yell, swear and insult passengers shall be removed from the performance of services under this contract. In addition, drivers are strongly discouraged from participating in non-work-related activities with Paratransit Services clients.
- b. Drivers are required to provide door-to-door service for all riders indicated on the manifest/schedule.
- c. Drivers are prohibited from traveling beyond the lobby of any public building and from going into any private residence, in the performance of this contract.
- d. Drivers are not permitted to lose sight of their vehicles.
- e. When drivers meet riders, the drivers are required to identify themselves as drivers employed by Operator's company.
- f. Drivers are required to provide general assistance to passengers between the door/entrance of their origin address and the vehicle and then from the vehicle to the door/entrance of the rider's destination.
- g. This assistance may include, but not be limited to: pushing the rider's wheelchair, lending the rider a supporting arm, guiding the rider by the hand or arm, and/or assisting the rider on or off the vehicle.
- h. Drivers may not assist passengers using common wheelchairs up or down steps.
- i. Drivers are prohibited from entering private residences and from lifting or carrying passengers and/or their children.
- j. When the rider boards the vehicle, drivers are required to collect any applicable fare. If the rider does not have the appropriate fare, the driver is required to act in accordance with the Operator's policies and requirements regarding drivers' duties.
- k. Drivers are prohibited from accepting gratuities or gifts of any kind, at any time, in connection with work on this contract.

- l. Prior to beginning the trip, drivers are required to ensure that all passengers are wearing seat belts and shoulder harnesses and that all mobility devices are properly secured. If requested by the passenger, drivers will assist with securing seatbelts. Drivers are required to wear their seatbelts and follow all traffic laws such as stopping at all railroad crossings, etc.
- m. Drivers are required to request, but not permitted to insist, that riders who use three-wheel scooters and who are able, transfer to seats rather than ride on the scooter. If the rider does not transfer, the driver must make every effort to secure the scooter.
- n. Before the rider disembarks from the vehicle, drivers are required to complete the manifest.
- o. Before a rider exits the vehicle, drivers are requested to assist the rider in locating and/or gathering and removing all personal belongings brought on board.
- p. The Operator, at the owner's expense, is required to return any personal belongings left on vehicles to the riders (if known) who left them within three (3) business days.
- q. Drivers are prohibited from playing music or talking on cell phones on board the vehicle when a rider is aboard unless in performance of your duties, in accordance with Florida law. Drivers are prohibited from smoking at all times while on board the vehicle and/or while assisting riders. In addition, drivers are prohibited from eating or drinking while a rider is on board the vehicle.
- r. Drivers are required to notify their dispatcher of any incident involving the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle or any other unusual incident. Verbal notification via the two-way communication system required by this Scope of Work must take place immediately and a written report, whose format will be determined by the Operator, will be completed by the driver and submitted to the CTC/County in accordance with all requirements outlined herein. Dispatcher must verbally report all incidents to the CTC/County immediately.
- s. Drivers are prohibited from taking riders to any other address than that specified on the manifest/schedule. If the rider insists on being delivered to a different address, the driver must contact the dispatch office and obtain authorization from the project manager before deviating from the manifest.
- t. Drivers are restricted from having social contact with any rider during all times they are engaged in the performance of services under this contract and are strongly discouraged from having contact with riders at any other time.

5. **Dispatchers**

- a. The Operator will provide a sufficient number of dispatchers to perform dispatch duties for the term of this contract to ensure that the service is performed and the standards set forth in providing this service are met.

- b. Dispatchers and drivers will be responsible for online real time Trip Check-in.
  - c. Dispatchers will be required to correctly input the time of each pick-up and drop-off into the computer database.
- 6. **Reservationist/Customer Service Personnel**
  - a. The Operator will provide a sufficient number of Reservationists/Customer Service personnel to accept phone reservations, answer questions, take complaints and commendations for the term of this contract to ensure the service is performed and the standards set forth in providing this service are met.
  - b. Reservationists will confirm the ambulatory status of riders when booking trips to ensure that an appropriate vehicle is dispatched. Reservationists should not rely on mobility aid information in the master client file since riders may change mobility aid use or the passenger's functional ability may change.
  - c. The Reservation line shall not exceed an on-hold time of more than 2.5 minutes for 90% of calls received. The Customer Service line shall not exceed an on-hold time of 3.5 minutes for 90% of the calls received.
- 7. **Continuing Training Requirements**
  - a. The Operator is required to provide training to all employees appropriate to their specific responsibilities.
  - b. Drivers, dispatchers and all other employees who communicate with Paratransit Services riders are subject to the training requirements named in this Scope of Work and any other requirements established by the CTC /County during the term of the contract.
  - c. All employees who have direct contact with Paratransit Services riders are required to undergo a refresher training each year and demonstrate to the CTC/County's satisfaction their ongoing mastery of Paratransit Services training and other relevant contract requirements. The test will be administered by the Operator.
- 8. **Personnel Records**
  - a. The Operator must maintain during the term of the contract and for no less than five (5) years thereafter, a file for each driver in the program which includes the following:
    - 1. A copy of the driver's license
    - 2. A copy of the MVR and FDLE background reports run prior to the driver's hiring
    - 3. Copies of all certificates for all training which the driver has successfully completed
    - 4. A copy of directly employed driver's I-9 form, indicating his/her right to work in the United States
    - 5. A copy of a certificate signed by the Operator and the driver indicating that the driver has undergone a physical and all required drug and alcohol screening and has tested negative for all illegal substances

6. All verifiable complaints and compliments, and any written reprimands and/or commendations from the Operator regarding the driver's performance on the CTC/County project.

These files must be maintained for current drivers as well as for former drivers.

9. **Equal Employment Opportunity**

- a. The following equal employment opportunity requirements apply to this Agreement:

1. Race, Color, Creed, National Origin, Sex – In accordance with [Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e](#), and Federal transit laws at [49 U.S.C. § 5332](#), The Operator agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," [41 C.F.R. Parts 60 et seq.](#), (which implement [Executive Order No. 11246](#), "Equal Employment Opportunity," as amended by [Executive Order No. 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," [42 U.S.C. § 2000e](#) note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Operator agrees to take affirmative action to ensure that applicants for employment and employees are treated during the application process and during employment without regard to their race, color, creed national origin, sex, sexual orientation or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Operator agrees to comply with any implementing requirements FTA may issue.
2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, [29 U.S.C. Section 623](#) and Federal transit law at [49 U.S.C. § 5332](#), the Operator agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Operator agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, [42 U.S.C. § 12112](#), the Operator agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," [29 C.F.R. Part 1630](#), pertaining to employment of persons with disabilities. In addition, the Operator agrees to comply with any implementing requirements FTA may issue.

- b. The Operator will act in accordance with Title VI of the Civil Rights Act, as amended, [42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975](#), as amended, [42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990](#), [42 U.S.C. § 12132](#), and [Federal transit law at 49 U.S.C. § 5332](#). The Operator agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Operator agrees to comply with applicable Federal implementing regulations and any other implementing requirements FTA may issue.
- c. Employees and drivers supplied by the Operator shall undergo such training as required by the CTC/County, including but not limited to awareness and sensitivity, diversity, passenger assistance, defensive driving and proper wheelchair boarding and securement. Driver training shall be documented indicating methodology of training and amount of time spent on training for each discipline, and signed by the Operator's safety officer or his/her designee. The Operator shall cooperate in requiring said employees to attend training sessions conducted by the CTC/County. All training costs shall be the responsibility of the Operator.

10. **Supervision**

The Operator shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties set forth herein. CTC/County personnel shall have the right to request removal or replacement of any personnel if said personnel are unqualified, not accommodating, and/or belligerent to clients or offer a nuisance or threat.

11. **Applicable Laws**

The Operator shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

12. **Drug and Alcohol Testing**

- a. All employees in safety sensitive positions, including but not limited to drivers, will be subject to Drug/Alcohol testing for pre-employment, random, post accident and probable cause under the Federal Transit Administration (FTA) regulations. The Operator will provide CTC/County with documentation that the Operator's employees have been randomly selected for Drug/Alcohol testing through the Operator's testing program.
- b. The Operator's attention is directed to [49 CFR Part 653](#) (drug testing requirements) and [49 CFR Part 654](#) (alcohol testing requirements). The Operator shall be responsible for complete compliance with the regulations including, but not limited to adoption of required policies, testing, employee training, record keeping and reporting as more fully detailed in the above referenced regulations. The cost of compliance shall be the sole responsibility of the Operator. The CTC/County and funding entities shall have the right to inspect the Operator's drug and alcohol testing program and all records maintained there under.

## F. **ADA COMPLEMENTARY PARATRANSIT SERVICE REQUIREMENTS**

The following list of requirements for ADA was drawn from Federal ADA regulations, Code of Federal Regulations Title 49 Section 37: [Subpart F-Paratransit as a Complement to Fixed Route](#) and [Subpart G- Provision of Service](#). These Federal regulations are the governing requirements for this Agreement and are summarized below:

1. **Trip Purposes** ([49 CFR 37.131\(d\)](#))  
The Operator must accept and handle all requests for different trip purposes on an equal basis.
  - a. Prioritizing trips, i.e. meeting demands for certain types of trips before accommodating others is not allowed.
  - b. This provision does not prohibit the Operator from offering “subscription service” for repeat trips.
2. **Subscription Service** ([49 CFR 37.133](#))  
The Operator may provide subscription service for repeat trips so long as they do not absorb more than 50% of the number of trips available at any given time of day, unless there is a non-subscription capacity.  
  
For subscription service, the Operator may establish waiting lists, trip purpose restrictions or priorities for participation.
3. **Capacity Constraints** ([49 CFR 37.131\(f\)](#))  
The Operator cannot limit the number of trips requested by a rider. Actions that would be considered service limits include:
  - a. Placing a “cap” on the number of trips provided to an individual.
  - b. Maintaining “wait lists” for trip requests that cannot be accommodated.
  - c. Any operational pattern or practice that significantly limits availability of service (i.e. substantial numbers of significantly untimely pick ups, trip denials, excessive trip lengths, or missed trips.)
4. **Response Time** ([49 CFR 37.131 \(b\)](#))  
The Operator must schedule and provide a trip to any ADA client when the request for service is made up to the day prior to the requested trip (note: for Transportation Disadvantaged clients, this depends on available funding.) The Operator must have a response time that is comparable to the fixed route system.
  - a. Response time is defined as the elapsed time between the request for service and the provision of service.
  - b. Scheduled Pick-up time is the time that the Operator accepts a rider’s trip request; the rider will be informed of the scheduled pick-up window.



- c. If the vehicle arrives within the pick-up window, the Paratransit Services client has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the manifest or schedule).
- d. If the Operator is more than an hour late for a pick-up and does not have a valid reason for the late pick up (i.e. traffic accident, severe weather, Acts of God), the client will be provided a courtesy ride pass for his/her next trip.
- e. If the rider fails to board during this pick-up window, the driver will notify the dispatcher, who is responsible for charging the rider with a "No-Show", entering the "No-Show" into the computerized system (within 5 minutes of the occurrence) and then directing the driver to continue with the route.
- f. Drivers must leave a "No-Show" tag on the residence of any client who is a "No-Show."
- g. If a driver departs a pick-up location without waiting the full five (5) minutes, fails to leave a "No Show" tag or does not make a good faith effort to locate the client, a driver must be sent back within twenty (20) minutes. If another driver cannot be sent back within twenty minutes, a stand-by driver must be dispatched at no expense to the CTC/County.
- h. Reservation service must be available during all normal business hours.
- i. Riders must be allowed to make reservations up to 14 days in advance.

**5. No-Show Policy**

Operator vehicles will wait for passengers for at least a five minute period within the on-time pick-up window (defined as being thirty (30) minutes prior to the appointment time and thirty (30) minutes after the requested pick-up time). Drivers also are required to make reasonable attempts to locate and alert riders who may not be able to identify a waiting vehicle. The Operator will ensure that the special instructions for alerting riders are included on run manifests or electronic trip transmissions and are available to drivers and dispatchers. If the driver is not able to make in-person contact with the customer, he/she should notify dispatch, who will make a reasonable effort to locate and alert the customer by telephone. If contact is not made with the customer and at least five minutes has elapsed from the time of the driver's arrival, the dispatcher should instruct the driver to leave a "No-Show" door hanger, depart the pick-up location and record the customer as a "No-Show" on the manifest. Riders who are located or contacted by driver's dispatchers and who indicate they are not ready or will not be traveling as scheduled also shall be recorded as "No-Shows." Dispatchers must enter notes into the trip record related to each "No-Show." Riders who do not call and cancel at least two hours prior to the negotiated pick-up time also shall be recorded as "Late Cancels," which will be considered a form of "No-Show."

**G. OPERATIONS/MAINTENANCE FACILITY**

The Operator is required to have an operating facility within the limits of Escambia County. The Operator must be able to perform the following responsibilities from its operating facility and/or through other facilities which must be identified in advance and/or accepted by the CTC/County.

1. **Storage and Maintenance of Vehicles**  
The Operator will be responsible for all proper storage and all maintenance of the vehicle fleet. Maintenance records shall be stored appropriately, and the County/CTC must be notified of any and all maintenance issues within 24 hours of such issue(s) becoming known.
2. **Storage of All Contract Documents**  
Includes storage of all contract documents, records, reports, invoices and other paperwork associated with the Paratransit Services Project as outlined in this Scope of Work.
3. **Office Space for Project Manager and Administrative/Clerical Staff**  
The Operator shall provide adequate office space for the management and administrative staff conducting service for the Paratransit Service.
4. **Other Support Services**  
Other support services necessary for successful fulfillment of the work on this project
5. **Subcontractors**  
The Operator may perform specific duties, such as storage and maintenance of vehicles, and/or administrative support services, through other facilities and/or through subcontracts. All such arrangements must be approved by the CTC/County. All records, documents, reports, etc. created or received by the Operator during the performance of this contract shall be maintained at the Operator's Escambia County facility during the term of the contract and within Escambia County for five years thereafter unless otherwise provided herein. All subcontractors must comply with FTA drug and alcohol requirements.

#### H. **COMPUTER HARDWARE AND SOFTWARE REQUIREMENTS**

1. **Hardware and Software**  
The Operator will provide all computer and software systems required to perform and administer the Paratransit Services Contract.
2. **Paratransit Software**  
Operator personnel will use paratransit management software to manage the Paratransit Services Contract. The Operator will ensure staff is thoroughly proficient in the use of the paratransit management software in order to perform specifics of the Paratransit Services Contract. The CTC/County will provide the software , but will not be responsible for training of staff.

#### I. **TWO-WAY COMMUNICATION SYSTEM**

1. **Two-Way Communication**  
The Operator is required to install a two-way communication system which allows for continuous voice communication between dispatchers and drivers.
2. **Unauthorized Use of Two-Way System**  
Operator shall not permit any unauthorized individuals to communicate on the

system.

J. **TRANSPORTING RIDERS**

1. **Scheduled Pickup Time**

- a. At the time that the Operator accepts a rider's trip request, the rider will be informed of the scheduled pick-up window.
- b. The Operator shall arrive as close as possible to the scheduled pick-up time as indicated on the vehicle manifest/schedule and within the published sixty (60) minute pick-up window, as identified on the vehicle manifest/schedule.

2. **Boarding Time**

- a. If the vehicle arrives within this pick-up window, a Paratransit Services rider has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the manifest or schedule).
- b. If the rider fails to board during this pick-up window, the driver will notify the dispatcher, who is responsible for charging the rider with a "No-Show", entering the "No-Show" into the computerized system (within 5 minutes of the occurrence), and then directing the driver to continue with the route.
- c. Drivers must leave a "No-Show" tag on the door of any client who is a "No-Show."

3. **Door-to-Door Service**

- a. The Operator is required to provide door-to-door service.
- b. The Operator is required to ensure that the driver goes to the door or main lobby of the rider's origin and informs the rider of his/her presence except in situations in which such assistance would not be safe for passengers remaining in the vehicle. In these cases, the driver should contact dispatch for further assistance. In addition, the driver is required to provide similar assistance between the vehicle and the front door or main lobby of the rider's destination. At no time is the driver to return to the vehicle without offering assistance the passenger.

4. **Assistance to Be Provided**

- a. Drivers must assist riders, upon request, in getting to, on, off, and away from the vehicle. This assistance may include lending a supporting arm, guiding, and assisting up or down steps

This assistance does not, at any time, include:

1. Assisting riders in wheelchairs up or down steps
2. Lifting or carrying passengers and/or their children

5. **Personal Care Attendant (PCA) and Traveling Companions** ([49 CFR 37.123 \(f\)](#) and [49 CFR 37.131\(c\)](#)):

- a. The Operator is required to transport scheduled PCAs and companions with eligible riders.

- b. The manifest/schedule will specify the total amount of fare(s) to be collected from the rider(s) and/or the companion(s).
    - c. PCAs and/or companion(s) are to be treated the same as a rider is treated, and are governed by the same rules and regulations as a rider.
    - d. PCAs are to be transported without charge. Companions can be charged the rate agreed upon in the final contract.
  - 6. **Service Animals** ([49 CFR 37.3](#) and [49 CFR 37.167 \(d\)](#)):
    - a. The Operator is required to transport service animals in accordance with State and Federal Laws.
    - b. Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times.
    - c. A service animal is any guide dog, service dog, or other animal individually trained to work or perform tasks for an individual with a disability.
    - d. The animal can be prohibited from boarding if that particular animal poses a threat to the driver or other passengers as determined by management .
  - 7. **Transporting Children**
    - a. The Operator is required to transport children in the following manner:
      - 1. Children who are between the ages of birth and four (4) years old inclusive, and/or children who weigh less than forty (40) pounds must travel with a responsible guardian and must ride in a child safety seat which complies with Section [316.613 F.S.](#)
      - 2. Children under eight (8) years of age inclusive must travel with a responsible guardian. This requirement may be modified by the CTC/County as it deems appropriate.
    - b. When specified on the manifest or schedule, it is the client's responsibility to provide a child restraint device which meets the requirements of Section [316.613, F.S.](#)
- K. **Vehicle Manifests/Schedules**  
 The Operator will provide all manifests and schedules according to the following:
- a. The Operator will provide time-indexed vehicle routing for each route in the form of a vehicle manifest or schedule.
  - b. The Operator is required to deliver the vehicle manifest/schedule to the driver or subcontractor.
  - c. All drivers are required to write the CTC/County-specified information on the vehicle manifest/schedules as they proceed with their routes.

- d. Information on the vehicle manifests/schedules will include, but not be limited to: the actual time and odometer reading for each pick-up and drop-off, and fare collection information.
- e. The Operator is required to ensure that all vehicle manifests/schedules are completed correctly and legibly by the driver and that these manifests are made available to the CTC/County as needed to complete reporting requirements.
- f. If the vehicle manifests/schedules are incomplete, inaccurate, and illegible or cannot be verified, the Operator will ensure they are corrected as necessary to provide complete information on trips provided.
- g. The driver is required to follow the manifest/schedule as provided to him/her.
- h. If required to perform dispatch functions, the Operator shall utilize a paratransit scheduling software. This includes tracking of vehicle arrivals at all stops, including gate times, vehicle and driver assignments, and trip transfers in a "live" environment. All information must be entered into the system within one hour of the event. Training will be the responsibility of the Operator.

L. **Accidents and Incidents**

The Operator will follow all accident and incident reporting requirements as follows:

- a. The Operator is required to notify the CTC/County **immediately**, of all road calls, accidents or incidents.
- b. If the accident or incident results in an injury to one or more riders, the Operator is required to notify the CTC/County **immediately** upon becoming aware of the accident or incident.
- c. The Operator is required to provide a detailed written report, including all supporting documents, to the CTC/County as soon as possible but no later than within twenty four (24) hours of becoming aware of such.
- d. The accident or incident and will furnish copies of law enforcement reports as they become available.
- e. Drivers must be sent for a drug/alcohol test as soon as possible after an accident. The Operator must utilize a testing facility that is available during service hours. Testing will not be delayed to wait for regular business hours.
- f. The Operator and/or their employees must be in compliance with all provisions as outlined in [U.S. DOT 49 CFR Part 40](#) and [Part 655](#), and all other corresponding state regulations including any revisions and/or future amendments.
- g. The Operator shall, within twenty four (24) hours of receipt by the Operator, provide the CTC/County with written notification and copy of any claim or action for damages on account of bodily injury or property damage resulting from the Operator's ownership, operation, maintenance or use of any vehicle. Said notice shall include the date and time such notification was received, the individual or entity making the claim, the basis of the claim and, if applicable, the

names of any individuals or other entities claimed against. The Operator shall fully cooperate with the CTC/County in the investigation of any accident and the defense of any claim.

- h. Upon the request of the CTC/County, the Operator will make any employee involved in an accident or incident, relating in any fashion to its performance of the contract, available for questioning and as a witness for the CTC/County in any litigation that may result from or arise out of any act or omission of the Operator.

M. **Complaints and Commendations**

The Operator will follow the following requirements regarding complaints and commendations:

- a. A complaint is defined as “a report by an eligible rider or representative of a rider which identifies an incident or action by a driver or a member of the Operator’s staff which detracts from the positive image, service quality, and/or non-compliance with the requirements of the paratransit services covered in this Agreement.”
- b. When the Operator receives a complaint directly from their clients, they are required to track and investigate those complaints. At the end of the month, the Operator is required to report to the CTC/County the client’s name, the nature of the complaint, and the resolution.
- c. When the CTC/County or any of the community advocates receive a complaint, the Operator is required to research the complaint with its personnel and take corrective action if necessary.
- d. The CTC/County and the Operator will record all complaints and will determine to whom the complaint should be directed for research and resolution.
- e. When the Operator receives a complaint from the CTC/County, the Operator is required to research the complaint with its personnel and take corrective action if necessary.
- f. The Operator is then required to provide a response to the CTC/County as to how the complaint has been addressed, and what corrective actions, if any, have been taken to avoid future complaints of the same nature. The Operator, when requested, will provide driver’s name and copy of the manifest with each complaint.
- g. The Operator is required to respond to service complaints within five (5) business days.
- h. If the complaint involves safety or serious misconduct, the Operator is required to respond within twenty four (24) hours (or sooner, if possible.)
- i. CTC will review responses to complaints, and if it deems the response to be inadequate, will redirect the complaint to the Operator for further action.

- j. In all cases, CTC is the final arbiter as to whether or not complaints have been adequately resolved by the Operator.
- k. The CTC will record commendations; however, the Operator may also accept commendations directly.
- l. All Operator personnel are prohibited from taking any actions against any individual who has made complaints in connection with this contract.

**N. OTHER RESPONSIBILITIES**

At the direction of the CTC/County, the Operator may be given additional responsibilities, e.g.:

- a. Distribute notices, flyers, brochures, surveys and other CTC/County-authorized documents to ADA paratransit riders onboard vehicles.
- b. Attend regularly scheduled meetings between the CTC/County and the Operator.
- c. Attend meetings (including after-hours) as required by the CTC/County.

**O. DISASTERS, PUBLIC EVACUATION**

The Operator will make available to the Escambia County Emergency Operation Center (EOC) all requested vehicles and drivers necessary for a required public evacuation. The staging area will be determined. The CTC/County will be responsible for payment of service provided in response to a request for vehicles.

**P. PERFORMANCE STANDARDS: (see Appendix 1 Performance Based Measures above)**

**1. Data**

Data: In addition to the requirements outlined elsewhere in this Scope of Work, the Operator is required to keep the following data updated at all times and available at all times at the Operator's headquarters:

- a. The Operator must maintain an updated inventory of the fleet for the Paratransit Services program and provide to the CTC/County or designee upon request.
- b. The Operator must keep a file for each vehicle which includes the following information:
  - 1. A copy of the vehicle registration
  - 2. A copy of any maintenance reports covering maintenance (either preventative or corrective) performed on the vehicle
  - 3. Any accident or injury reports involving the vehicle
- c. The Operator must keep an updated copy of its System Safety Program Plan and present it to CTC/County or designee prior to performing service.
- d. The Operator must keep copies of all accident/incident reports, and any correspondence or documentation which results from them.

e. The Operator must keep all insurance certificates on file at all times.

2. **Reports**

The Operator is required to provide data in compiling and completing required daily, weekly, monthly, quarterly and annual reports. Specific reports for which the Operator will be required to provide information and assistance will include:

- a. National Transit Database (NTD) report, which is submitted monthly and annually to the Federal Transit Administration (FTA).
- b. Annual Operating Report.
- c. This assistance may include, but is not be limited to: providing records, receipts, reports, etc., answering questions from CTC or designee, completing report forms, etc.

3. **National Transit Database (NTD) Reporting Requirements**

a. In order to maintain adequate Federal funding, the CTC/County requires that the Operator report on a monthly basis the following items:

- 1. Vehicles operated in maximum service
- 2. Vehicles available for maximum service
- 3. Periods of Service (time service begins and ends)
- 4. Service Supplied (to include number of vehicles in operation, total actual vehicle miles, total vehicle hours, total actual vehicle revenue miles and total actual vehicle revenue hours)
- 5. Unlinked passenger trips
- 6. Passenger miles
- 7. ADA Unlinked passenger trips
- 8. Days of Operation
- 9. Days not operated due to strikes or officially declared emergencies

Q. **OPERATIONAL PROCEDURES**

Operator must meet or exceed the existing [Transportation Disadvantaged Service Plan \(TDSP\)](#), and work with CTC/County to develop new TDSP.

R. **ACCOUNTABILITY AND AUDIT REQUIREMENTS**

The Operator shall follow all accountability and audit requirements as follows:

- b. The Operator shall maintain financial and other records, documents or reports



as necessary to properly account for all funds expended in performance of this Agreement and to allow for the audit of such records or reports by the CTC/County, FTA and/or their designees.

- c. All records related to this Agreement shall be available for inspection, review or audit by personnel duly authorized by the CTC/County at all times for a period of at least three (3) years from the date of payment. Such review shall be during the regular business hours of the Operator following reasonable notice.
- d. The Operator will provide the CTC/County with one (1) copy of an annual independent audit of financial statements for the Escambia County location within 30 days after the completion of the audit, but in no case more than 9 months after the end of the Operator's fiscal year. If a management letter or any other reports or correspondence relating to audit findings or recommendations are issued in connection with the audit, copies shall accompany the audit report. Such audits shall be performed by a Certified Public Accountant licensed by the State of Florida and prepared in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The Operator shall ensure that all audit work papers and reports are retained for a minimum of three years from the date of the audit report, unless notified in writing by the CTC/County to extend the retention period. The Provider shall also ensure that audit work papers are made available upon request to the CTC/County or its designee.

**B. PERFORMANCE GUARANTEES**

As a public service entity, the CTC/County and its contracted vendors/brokers are responsible for maintaining a level of quality of service which includes timely response and resolutions to customer service inquiries and/or complaints, as well as timely submission of invoicing. Failure to comply could result in penalties.

**C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, PRIME CONTRACT**

1. Principal, for the purposes of this certification, means: officers, directors, owners, partners, key employee, or other person within the business entity with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over contracts, whether or not employed by the Proposer.
2. The Proposer shall provide immediate written notice to the CTC/County, if, at any time prior to a contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Where the Proposer is unable to certify positively to any of the statements in this certification, the Proposer shall attach an explanation to this proposal. A certification that any of the items in subparagraph A of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the CTC/County may render the Proposer non-responsible.

4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by subparagraph A of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.
5. The certification in subparagraph A of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the CTC/County or the Federal Government or any of its departments or agencies, the CTC/County may terminate the contract resulting from this solicitation for default.
6. The Proposer further agrees by submitting this proposal that it will include the following clause, without modification, in all subcontracts and in all solicitations for subcontracts:

D. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, SUBCONTRACTS**

1. In accordance with the provisions of [49 CFR Part 29](#) and the certification instructions contained therein, the prospective subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency or by the CTC/County.
2. Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

**Instructions for Certification**

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: \_\_\_\_\_  
NAME AND TITLE PRINTED

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

WITNESS: \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

Select Year:

## The 2016 Florida Statutes

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[Title XXX](#)  
SOCIAL WELFARE

[Chapter 427](#)  
SPECIAL TRANSPORTATION AND COMMUNICATIONS SERVICES  
CHAPTER 427  
SPECIAL TRANSPORTATION AND COMMUNICATIONS SERVICES

[View Entire Chapter](#)

PART I  
TRANSPORTATION SERVICES  
(ss. 427.011-427.017)

PART II  
TELECOMMUNICATIONS ACCESS SYSTEM  
(ss. 427.701-427.708)

PART III  
ASSISTIVE TECHNOLOGY DEVICE WARRANTY ACT  
(ss. 427.801-427.806)

PART I  
TRANSPORTATION SERVICES

- 427.011 Definitions.
- 427.012 The Commission for the Transportation Disadvantaged.
- 427.013 The Commission for the Transportation Disadvantaged; purpose and responsibilities.
- 427.0135 Purchasing agencies; duties and responsibilities.
- 427.015 Function of the metropolitan planning organization or designated official planning agency in coordinating transportation for the transportation disadvantaged.
- 427.0155 Community transportation coordinators; powers and duties.
- 427.0157 Coordinating boards; powers and duties.
- 427.0158 School bus and public transportation.
- 427.0159 Transportation Disadvantaged Trust Fund.



427.016 Expenditure of local government, state, and federal funds for the transportation disadvantaged.

427.017 Conflicts with federal laws or regulations.

**427.011 Definitions.**—For the purposes of ss. 427.011-427.017:

- (1) “Transportation disadvantaged” 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 s. 411.202.
- (2) “Metropolitan planning organization” means the organization responsible for carrying out transportation planning and programming in accordance with the provisions of 23 U.S.C. s. 134, as provided in 23 U.S.C. s. 104(f)(3).
- (3) “Agency” means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private nonprofit transportation service-providing agency.
- (4) “Transportation improvement program” means a staged multiyear program of transportation improvements, including an annual element, which is developed by a metropolitan planning organization or designated official planning agency.
- (5) “Community transportation coordinator” means a transportation entity recommended by a metropolitan planning organization, or by the appropriate designated official planning agency as provided for in ss. 427.011-427.017 in an area outside the purview of a metropolitan planning organization, to ensure that coordinated transportation services are provided to the transportation disadvantaged population in a designated service area.
- (6) “Transportation operator” means one or more public, private for-profit, or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a coordinated system service plan.
- (7) “Coordinating board” means an advisory entity in each designated service area composed of representatives appointed by the metropolitan planning organization or designated official planning agency, to provide assistance to the community transportation coordinator relative to the coordination of transportation services.
- (8) “Purchasing agency” means a department or agency whose head is an ex officio, nonvoting adviser to the commission, or an agency that purchases transportation services for the transportation disadvantaged.
- (9) “Paratransit” means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and provider of the service. Paratransit service is provided by taxis, limousines, “dial-a-ride,” buses, and other demand-responsive operations that are characterized by their nonscheduled, nonfixed route nature.
- (10) “Transportation disadvantaged funds” means any local government, state, or available federal funds that are for the transportation of the transportation disadvantaged. Such funds may include, but are not limited to, funds for planning, Medicaid transportation, administration, operation, procurement, and maintenance of vehicles or equipment and capital investments. Transportation disadvantaged funds do not include funds for the transportation of children to public schools.
- (11) “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.
- (12) “Nonsponsored transportation disadvantaged services” means transportation disadvantaged services that are not sponsored or subsidized by any funding source other than the Transportation Disadvantaged Trust Fund.

**History.**—ss. 1, 9, ch. 79-180; s. 4, ch. 80-414; ss. 1, 3, ch. 84-56; ss. 1, 14, ch. 89-376; s. 57, ch. 90-306; s. 5, ch. 91-429; s. 82, ch. 92-152; s. 63, ch. 94-237; s. 2, ch. 2008-203.

**427.012 The Commission for the Transportation Disadvantaged.**—There is created the Commission for the Transportation Disadvantaged in the Department of Transportation.

(1) The commission shall consist of seven members, all of whom shall be appointed by the Governor, in accordance with the requirements of s. 20.052.

(a) Five of the members must have significant experience in the operation of a business, and it is the intent of the Legislature that, when making an appointment, the Governor select persons who reflect the broad diversity of the business community in this state, as well as the racial, ethnic, geographical, and gender diversity of the population of this state.

(b) Two of the members must have a disability and use the transportation disadvantaged system.

(c) Each member shall represent the needs of the transportation disadvantaged throughout the state. A member may not subordinate the needs of the transportation disadvantaged in general in order to favor the needs of others residing in a specific location in the state.

(d) Each member shall be appointed to a term of 4 years. A member may be reappointed for one additional 4-year term.

(e) Each member must be a resident of the state and a registered voter.

(f) At any given time, at least one member must be at least 65 years of age.

(g) The Secretary of Transportation, the Secretary of Children and Families, the executive director of the Department of Economic Opportunity, the executive director of the Department of Veterans' Affairs, the Secretary of Elderly Affairs, the Secretary of Health Care Administration, the director of the Agency for Persons with Disabilities, and a county manager or administrator who is appointed by the Governor, or a senior management level representative of each, shall serve as ex officio, nonvoting advisors to the commission.

(h) A member may not, within the 5 years immediately before his or her appointment, or during his or her term on the commission, have or have had a financial relationship with, or represent or have represented as a lobbyist as defined in s. 11.045, the following:

1. A transportation operator;
2. A community transportation coordinator;
3. A metropolitan planning organization;
4. A designated official planning agency;
5. A purchaser agency;
6. A local coordinating board;
7. A broker of transportation; or
8. A provider of transportation services.

(2) The chairperson shall be appointed by the Governor, and the vice chairperson of the commission shall be elected annually from the membership of the commission.

(3) Members of the commission shall serve without compensation but shall be allowed per diem and travel expenses, as provided in s. 112.061.

(4) The commission shall meet at least quarterly, or more frequently at the call of the chairperson. Four members of the commission constitute a quorum, and a majority vote of the members present is necessary for any action taken by the commission.

(5) The Governor may remove any member of the commission for cause.

(6) Each candidate for appointment to the commission must, before accepting the appointment, undergo background screening under s. 435.04 by filing with the Department of Transportation a complete set of fingerprints taken by an authorized law enforcement agency. The fingerprints must be submitted to the Department of Law Enforcement for state processing, and that department shall submit the fingerprints to the Federal Bureau of Investigation for federal processing. The Department of Transportation shall screen the background results and inform the commission of any candidate who does not meet

level 2 screening standards. A candidate who has not met level 2 screening standards may not be appointed to the commission. The cost of the background screening may be borne by the Department of Transportation or the candidate.

(7) The commission shall appoint an executive director who shall serve under the direction, supervision, and control of the commission. The executive director, with the consent of the commission, shall employ such personnel as may be necessary to perform adequately the functions of the commission within budgetary limitations. Employees of the commission are exempt from the Career Service System.

(8) The commission shall appoint a technical working group that includes representatives of private paratransit providers. The technical working group shall advise the commission on issues of importance to the state, including information, advice, and direction regarding the coordination of services for the transportation disadvantaged. The commission may appoint other technical working groups whose members may include representatives of community transportation coordinators; metropolitan planning organizations; regional planning councils; experts in insurance, marketing, economic development, or financial planning; and persons who use transportation for the transportation disadvantaged, or their relatives, parents, guardians, or service professionals who tend to their needs.

(9) The commission is assigned to the office of the secretary of the Department of Transportation for administrative and fiscal accountability purposes, but it shall otherwise function independently of the control, supervision, and direction of the department.

(10) The commission shall develop a budget pursuant to chapter 216. The budget is not subject to change by the department staff after it has been approved by the commission, but it shall be transmitted to the Governor, as head of the department, along with the budget of the department.

**History.**—ss. 2, 8, 9, ch. 79-180; s. 5, ch. 80-414; s. 73, ch. 81-167; s. 76, ch. 83-55; ss. 2, 3, ch. 84-56; ss. 2, 14, ch. 89-376; s. 29, ch. 91-282; s. 5, ch. 91-429; s. 83, ch. 92-152; s. 64, ch. 94-237; s. 10, ch. 96-387; s. 204, ch. 99-8; s. 118, ch. 99-385; s. 9, ch. 2005-255; s. 1, ch. 2006-61; s. 3, ch. 2008-203; s. 342, ch. 2011-142; s. 59, ch. 2012-5; s. 242, ch. 2014-19.

**427.013 The Commission for the Transportation Disadvantaged; purpose and responsibilities.**—The purpose of the commission is to accomplish the coordination of transportation services provided to the transportation disadvantaged. The goal of this coordination is to assure the cost-effective provision of transportation by qualified community transportation coordinators or transportation operators for the transportation disadvantaged without any bias or presumption in favor of multioperator systems or not-for-profit transportation operators over single operator systems or for-profit transportation operators. In carrying out this purpose, the commission shall:

- (1) Compile all available information on the transportation operations for and needs of the transportation disadvantaged in the state.
- (2) Establish statewide objectives for providing transportation services for the transportation disadvantaged.
- (3) Develop policies and procedures for the coordination of local government, federal, and state funding for the transportation disadvantaged.
- (4) Identify barriers prohibiting the coordination and accessibility of transportation services to the transportation disadvantaged and aggressively pursue the elimination of these barriers.
- (5) Serve as a clearinghouse for information about transportation disadvantaged services, training, funding sources, innovations, and coordination efforts.
- (6) Assist communities in developing transportation systems designed to serve the transportation disadvantaged.
- (7) Unless otherwise provided by state or federal law, ensure that all procedures, guidelines, and directives issued by purchasing agencies are conducive to the coordination of transportation services.
  - (8)(a) Ensure that purchasing agencies purchase all trips within the coordinated system, unless they have fulfilled the requirements of s. 427.0135(3) and use a more cost-effective alternative provider that meets comparable quality and standards.
  - (b) Unless the purchasing agency has negotiated with the commission pursuant to the requirements of s. 427.0135(3), provide, by rule, criteria and procedures for purchasing agencies to use if they wish to use an alternative provider. Agencies must demonstrate that the proposed alternative provider can

provide a trip of comparable quality and standards for the clients at a lower cost than that provided within the coordinated system, or that the coordinated system cannot accommodate the agency's clients.

(9) Unless the purchasing agency has negotiated with the commission pursuant to the requirements of s. 427.0135(3), develop by rule standards for community transportation coordinators and any transportation operator or coordination contractor from whom service is purchased or arranged by the community transportation coordinator covering coordination, operation, safety, insurance, eligibility for service, costs, and utilization of transportation disadvantaged services. These standards and rules must include, but are not limited to:

(a) Minimum performance standards for the delivery of services. These standards must be included in coordinator contracts and transportation operator contracts with clear penalties for repeated or continuing violations.

(b) Minimum liability insurance requirements for all transportation services purchased, provided, or coordinated for the transportation disadvantaged through the community transportation coordinator.

(10) Adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of ss. 427.011-427.017.

(11) Approve the appointment of all community transportation coordinators.

(12) Have the authority to apply for and accept funds, grants, gifts, and services from the Federal Government, state government, local governments, or private funding sources. Applications by the commission for local government funds shall be coordinated through the appropriate coordinating board. Funds acquired or accepted under this subsection shall be administered by the commission and shall be used to carry out the commission's responsibilities.

(13) Make an annual report to the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 1 of each year.

(14) Consolidate, for each state agency, the amounts of each agency's actual expenditures, together with the actual expenditures of each local government and directly federally funded agency and the amounts collected by each official planning agency.

(15) Prepare a statewide 5-year transportation disadvantaged plan which addresses the transportation problems and needs of the transportation disadvantaged, which is fully coordinated with local transit plans, compatible with local government comprehensive plans, and which ensures that the most cost-effective and efficient method of providing transportation to the disadvantaged is programmed for development.

(16) Review and approve memorandums of agreement for the provision of coordinated transportation services.

(17) Review, monitor, and coordinate all transportation disadvantaged local government, state, and federal fund requests and plans for conformance with commission policy, without delaying the application process. Such funds shall be available only to those entities participating in an approved coordinated transportation system or entities which have received a commission-approved waiver to obtain all or part of their transportation through another means. This process shall identify procedures for coordinating with the state's intergovernmental coordination and review procedures and s. 216.212(1) and any other appropriate grant review process.

(18) Develop an interagency uniform contracting and billing and accounting system that shall be used by all community transportation coordinators and their transportation operators.

(19) Develop and maintain a transportation disadvantaged manual.

(20) Design and develop transportation disadvantaged training programs.

(21) Coordinate all transportation disadvantaged programs with appropriate state, local, and federal agencies and public transit agencies to ensure compatibility with existing transportation systems.

(22) Designate the official planning agency in areas outside of the purview of a metropolitan planning organization.

(23) Develop need-based criteria that must be used by all community transportation coordinators to prioritize the delivery of nonsponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust Fund moneys.

(24) Establish a review procedure to compare the rates proposed by alternate transportation operators with the rates charged by a community transportation coordinator to determine which rate is more cost-effective.

(25) Conduct a cost-comparison study of single-coordinator, multicoordinator, and brokered community transportation coordinator networks to ensure that the most cost-effective and efficient method of providing transportation to the transportation disadvantaged is programmed for development.

(26) Develop a quality assurance and management review program to monitor, based upon approved commission standards, services contracted for by an agency, and those provided by a community transportation operator pursuant to s. 427.0155.

(27) Ensure that local community transportation coordinators work cooperatively with local workforce development boards established in chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program.

(28) In consultation with the Agency for Health Care Administration and the Department of Transportation, develop an allocation methodology that equitably distributes all transportation funds under the control of the commission to compensate counties, community transportation coordinators, and other entities providing transportation disadvantaged services. The methodology shall separately account for Medicaid beneficiaries. The methodology shall consider such factors as the actual costs of each transportation disadvantaged trip based on prior-year information, efficiencies that a provider might adopt to reduce costs, results of the rate and cost comparisons conducted under subsections (24) and (25), as well as cost efficiencies of trips when compared to the local cost of transporting the general public. This subsection does not supersede the authority of the Agency for Health Care Administration to distribute Medicaid funds.

(29) Incur expenses for the purchase of advertisements, marketing services, and promotional items.

<sup>1</sup>(30) For the 2016-2017 fiscal year and notwithstanding any other provision of this section:

(a) Allocate, from funds provided in the General Appropriations Act, to community transportation coordinators who do not receive Urbanized Area Formula funds pursuant to 49 U.S.C. s. 5307 to provide transportation services for persons with disabilities, older adults, and low-income persons so they may access health care, employment, education, and other life-sustaining activities. Funds allocated for this purpose shall be distributed among community transportation coordinators based upon the Transportation Disadvantaged Trip and Equipment allocation methodology established by the commission.

(b) Award, from funds provided in the General Appropriations Act, competitive grants to community transportation coordinators to support transportation projects to:

1. Enhance access to health care, shopping, education, employment, public services, and recreation;
2. Assist in the development, improvement, and use of transportation systems in nonurbanized areas;
3. Promote the efficient coordination of services;
4. Support inner-city bus transportation; and
5. Encourage private transportation providers to participate.

(c) This subsection expires July 1, 2017.

**History.**—ss. 3, 9, ch. 79-180; s. 6, ch. 80-414; s. 274, ch. 81-259; ss. 1, 3, ch. 84-56; ss. 3, 14, ch. 89-376; s. 5, ch. 91-429; s. 84, ch. 92-152; s. 65, ch. 94-237; s. 17, ch. 98-57; s. 113, ch. 98-200; s. 119, ch. 99-385; s. 102, ch. 2000-165; s. 25, ch. 2000-266; s. 2, ch. 2006-61; s. 4, ch. 2008-203; s. 105, ch. 2016-62; s. 21, ch. 2016-216.

<sup>1</sup>**Note.**—Section 105, ch. 2016-62, added subsection (30) “[i]n order to implement Specific Appropriation 1856 of the 2016-2017 General Appropriations Act.”

**427.0135 Purchasing agencies; duties and responsibilities.**—Each purchasing agency, in carrying out the policies and procedures of the commission, shall:

(1) Use the coordinated transportation system for provision of services to its clients, unless each department or purchasing agency meets the criteria outlined in rule or statute to use an alternative provider.

(2) Pay the rates established in the service plan or negotiated statewide contract, unless the purchasing agency has completed the procedure for using an alternative provider and demonstrated that a proposed alternative provider can provide a more cost-effective transportation service of comparable quality and standards or unless the agency has satisfied the requirements of subsection (3).

(3) Not procure transportation disadvantaged services without initially negotiating with the commission, as provided in s. 287.057(3)(e)12., or unless otherwise authorized by statute. If the purchasing agency, after consultation with the commission, determines that it cannot reach mutually acceptable contract terms with the commission, the purchasing agency may contract for the same transportation services provided in a more cost-effective manner and of comparable or higher quality and standards. The Medicaid agency shall implement this subsection in a manner consistent with s. 409.908(19) and as otherwise limited or directed by the General Appropriations Act.

(4) Identify in the legislative budget request provided to the Governor each year for the General Appropriations Act the specific amount of money the purchasing agency will allocate to provide transportation disadvantaged services.

(5) Provide the commission, by September 15 of each year, an accounting of all funds spent as well as how many trips were purchased with agency funds.

(6) Assist communities in developing coordinated transportation systems designed to serve the transportation disadvantaged. However, a purchasing agency may not serve as the community transportation coordinator in any designated service area.

(7) Ensure that its rules, procedures, guidelines, and directives are conducive to the coordination of transportation funds and services for the transportation disadvantaged.

(8) Provide technical assistance, as needed, to community transportation coordinators or transportation operators or participating agencies.

**History.**—ss. 4, 14, ch. 89-376; s. 5, ch. 91-429; s. 66, ch. 94-237; s. 4, ch. 95-394; s. 10, ch. 96-417; s. 26, ch. 2000-266; s. 5, ch. 2008-203; s. 34, ch. 2010-151; s. 16, ch. 2013-154; s. 32, ch. 2016-65.

**427.015 Function of the metropolitan planning organization or designated official planning agency in coordinating transportation for the transportation disadvantaged.—**

(1) In developing the transportation improvement program, each metropolitan planning organization or designated official planning agency in this state shall include a realistic estimate of the cost and revenue that will be derived from transportation disadvantaged services in its area. The transportation improvement program shall also identify transportation improvements that will be advanced with such funds during the program period. Funds required by this subsection to be included in the transportation improvement program shall only be included after consultation with all affected agencies and shall only be expended if such funds are included in the transportation improvement program.

(2) Each metropolitan planning organization or designated official planning agency shall recommend to the commission a single community transportation coordinator. However, a purchasing agency may not serve as the community transportation coordinator in any designated service area. The coordinator may provide all or a portion of needed transportation services for the transportation disadvantaged but shall be responsible for the provision of those coordinated services. Based on approved commission evaluation criteria, the coordinator shall subcontract or broker those services that are more cost-effectively and efficiently provided by subcontracting or brokering. The performance of the coordinator shall be evaluated based on the commission's approved evaluation criteria by the coordinating board at least annually. A copy of the evaluation shall be submitted to the metropolitan planning organization or the designated official planning agency, and the commission. The recommendation or termination of any community transportation coordinator shall be subject to approval by the commission.

(3) Each metropolitan planning organization or designated official planning agency shall request each local government in its jurisdiction to provide the actual expenditures of all local and direct federal funds to be expended for transportation for the disadvantaged. The metropolitan planning organization or

designated official planning agency shall consolidate this information into a single report and forward it, by September 15, to the commission.

**History.**—ss. 6, 9, ch. 79-180; ss. 1, 3, ch. 84-56; ss. 5, 14, ch. 89-376; s. 5, ch. 91-429; s. 67, ch. 94-237; s. 27, ch. 2000-266; s. 6, ch. 2008-203.

**427.0155 Community transportation coordinators; powers and duties.**—Community transportation coordinators shall have the following powers and duties:

- (1) Execute uniform contracts for service using a standard contract, which includes performance standards for operators.
- (2) Collect annual operating data for submittal to the commission.
- (3) Review all transportation operator contracts annually.
- (4) Approve and coordinate the utilization of school bus and public transportation services in accordance with the transportation disadvantaged service plan.
- (5) In cooperation with a functioning coordinating board, review all applications for local government, federal, and state transportation disadvantaged funds, and develop cost-effective coordination strategies.
- (6) In cooperation with, and approved by, the coordinating board, develop, negotiate, implement, and monitor a memorandum of agreement including a service plan, for submittal to the commission.
- (7) In cooperation with the coordinating board and pursuant to criteria developed by the Commission for the Transportation Disadvantaged, establish eligibility guidelines and priorities with regard to the recipients of nonsponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust Fund moneys.
- (8) Have full responsibility for the delivery of transportation services for the transportation disadvantaged as outlined in s. 427.015(2).
- (9) Work cooperatively with local workforce development boards established in chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program.

**History.**—ss. 6, 14, ch. 89-376; s. 5, ch. 91-429; s. 85, ch. 92-152; s. 68, ch. 94-237; s. 18, ch. 98-57; s. 103, ch. 2000-165; s. 7, ch. 2008-203; s. 22, ch. 2016-216.

**427.0157 Coordinating boards; powers and duties.**—The purpose of each coordinating board is to develop local service needs and to provide information, advice, and direction to the community transportation coordinators on the coordination of services to be provided to the transportation disadvantaged. The commission shall, by rule, establish the membership of coordinating boards. The members of each board shall be appointed by the metropolitan planning organization or designated official planning agency. The appointing authority shall provide each board with sufficient staff support and resources to enable the board to fulfill its responsibilities under this section. Each board shall meet at least quarterly and shall:

- (1) Review and approve the coordinated community transportation disadvantaged service plan, including the memorandum of agreement, prior to submittal to the commission;
- (2) Evaluate services provided in meeting the approved plan;
- (3) In cooperation with the community transportation coordinator, review and provide recommendations to the commission on funding applications affecting the transportation disadvantaged;
- (4) Assist the community transportation coordinator in establishing eligibility guidelines and priorities with regard to the recipients of nonsponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust Fund moneys.
- (5) Review the coordination strategies of service provision to the transportation disadvantaged in the designated service area; and
- (6) Evaluate multicounty or regional transportation opportunities.
- (7) Work cooperatively with local workforce development boards established in chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program.



History.—ss. 7, 14, ch. 89-376; s. 5, ch. 91-429; s. 86, ch. 92-152; s. 19, ch. 98-57; s. 104, ch. 2000-165; s. 8, ch. 2008-203; s. 23, ch. 2016-216.

**427.0158 School bus and public transportation.—**

(1) The community transportation coordinator shall maximize the use of public school transportation and public fixed route or fixed schedule transit service for the transportation of the transportation disadvantaged.

(2) The school boards shall cooperate in the utilization of their vehicles to enhance coordinated transportation disadvantaged services by providing information as requested by the community transportation coordinator and by allowing the use of their vehicles at actual cost upon request when those vehicles are available for such use and are not transporting students.

(3) The public transit fixed route or fixed schedule system shall cooperate in the utilization of its regular service to enhance coordinated transportation disadvantaged services by providing the information as requested by the community transportation coordinator. The community transportation coordinator may request, without limitation, the following information:

- (a) A copy of all current schedules, route maps, system map, and fare structure;
- (b) A copy of the current charter policy;
- (c) A copy of the current charter rates and hour requirements; and
- (d) Required notification time to arrange for a charter.

History.—ss. 8, 14, ch. 89-376; s. 5, ch. 91-429; s. 9, ch. 2008-203.

**<sup>1</sup>427.0159 Transportation Disadvantaged Trust Fund.—**

(1) There is established in the State Treasury the Transportation Disadvantaged Trust Fund to be administered by the Commission for the Transportation Disadvantaged. All fees collected for the transportation disadvantaged program under s. 320.03(9) shall be deposited in the trust fund.

(2) Funds deposited in the trust fund shall be appropriated by the Legislature to the commission and shall be used to carry out the responsibilities of the commission and to fund the administrative expenses of the commission.

(3) Funds deposited in the trust fund may be used by the commission to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, only if a cash or in-kind match is required. Funds for nonsponsored transportation disadvantaged services shall be distributed based upon the need of the recipient and according to criteria developed by the Commission for the Transportation Disadvantaged.

(4) A purchasing agency may deposit funds into the Transportation Disadvantaged Trust Fund for the commission to implement, manage, and administer the purchasing agency's transportation disadvantaged funds, as defined in s. 427.011(10).

History.—ss. 9, 14, ch. 89-376; s. 5, ch. 91-429; s. 87, ch. 92-152; s. 69, ch. 94-237; s. 21, ch. 2000-257; s. 61, ch. 2001-62; s. 10, ch. 2008-203.

<sup>1</sup>**Note.**—Section 22, ch. 2000-257, provides that “[n]otwithstanding any other law to the contrary the requirements of sections 206.46(3) and 206.606(2), Florida Statutes, shall not apply to any funding, programs, or other provisions contained in this act.”

**427.016 Expenditure of local government, state, and federal funds for the transportation disadvantaged.—**

(1)(a) All transportation disadvantaged funds expended within the state shall be expended to purchase transportation services from community transportation coordinators or public, private, or private nonprofit transportation operators within the coordinated transportation system, except when the rates charged by proposed alternate operators are proven, pursuant to rules generated by the Commission for the Transportation Disadvantaged, to be more cost-effective and are not a risk to the public health, safety, or welfare. However, in areas where transportation suited to the unique needs of a transportation disadvantaged person cannot be purchased through the coordinated system, or where the agency has met the rule criteria for using an alternative provider, the service may be contracted for directly by the appropriate agency.



(b) This subsection does not preclude a purchasing agency from establishing maximum fee schedules, individualized reimbursement policies by provider type, negotiated fees, or any other mechanism, including contracting after initial negotiation with the commission, which the agency considers more cost-effective and of comparable or higher quality and standards than those of the commission for the purchase of services on behalf of its clients if it has fulfilled the requirements of s. 427.0135(3) or the procedure for using an alternative provider. State and local agencies shall not contract for any transportation disadvantaged services, including Medicaid reimbursable transportation services, with any community transportation coordinator or transportation operator that has been determined by the Agency for Health Care Administration, the Department of Legal Affairs Medicaid Fraud Control Unit, or any state or federal agency to have engaged in any abusive or fraudulent billing activities.

(2) Each year, each agency, whether or not it is an ex officio, nonvoting adviser to the Commission for the Transportation Disadvantaged, shall identify in the legislative budget request provided to the Governor for the General Appropriations Act the specific amount of any money the agency will allocate for the provision of transportation disadvantaged services. Additionally, each state agency shall, by September 15 of each year, provide the commission with an accounting of the actual amount of funds expended and the total number of trips purchased.

(3) Each metropolitan planning organization or designated official planning agency shall annually compile a report accounting for all local government and direct federal funds for transportation for the disadvantaged expended in its jurisdiction and forward this report by September 15 to the commission.

**History.**—ss. 5, 9, ch. 79-180; ss. 1, 3, ch. 84-56; ss. 10, 14, ch. 89-376; s. 5, ch. 91-429; s. 88, ch. 92-152; s. 70, ch. 94-237; s. 5, ch. 95-394; s. 11, ch. 2008-203.

**427.017 Conflicts with federal laws or regulations.**—Upon notification by an agency of the Federal Government that any provision of this act conflicts with federal laws or regulations, the state or local agencies involved may take any reasonable steps necessary to assure continued federal funding. Further, it is the legislative intent that the conflict shall not affect other provisions or applications of this act that can effectively be implemented without implementation of the provision in question, and to this end, the provisions of this act are declared severable.

**History.**—ss. 7, 9, ch. 79-180; ss. 1, 3, ch. 84-56; s. 14, ch. 89-376; s. 5, ch. 91-429.

## PART II TELECOMMUNICATIONS ACCESS SYSTEM

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**427.701 Title.**—This part may be cited as the “Telecommunications Access System Act of 1991.”

**History.**—s. 1, ch. 91-111.

**427.702 Findings, purpose, and legislative intent.**—

(1) The Legislature finds and declares that:

- (a) Telecommunications services provide a rapid and essential communications link among the general public and with essential offices and organizations such as police, fire, and medical facilities.
- (b) All persons should have basic telecommunications services available to them at reasonable and affordable costs.
- (c) A significant portion of Florida's hearing impaired and speech impaired populations has profound disabilities, including dual sensory impairments, which render normal telephone equipment useless without additional specialized telecommunications devices, many of which cost several hundred dollars.
- (d) The telecommunications system is intended to provide access to a basic communications network between all persons, and that many persons who have a hearing impairment or speech impairment currently have no access to the basic telecommunications system.
- (e) Persons who do not have a hearing impairment or speech impairment are generally excluded from access to the basic telecommunications system to communicate with persons who have a hearing impairment or speech impairment without the use of specialized telecommunications devices.
- (f) There exists a need for a telecommunications relay system whereby the cost for access to basic telecommunications services for persons who have a hearing impairment or speech impairment is no greater than the amount paid by other telecommunications customers.
- (g) The Federal Government, in order to carry out the purposes established by Title II of the Communications Act of 1934, as amended, by the enactment of the Americans with Disabilities Act, endeavored to ensure that interstate and intrastate telecommunications relay services are available, to the extent possible and in the most efficient manner, to hearing impaired and speech impaired persons in the United States.
- (h) Title IV of the Americans with Disabilities Act mandates that the telecommunications companies providing telephone services within the state shall provide telecommunications relay services on or before July 25, 1993, to persons who are hearing impaired or speech impaired within their certificated territories in a manner that meets or exceeds the requirements of regulations to be prescribed by the Federal Communications Commission.
- (2) It is the declared purpose of this part to establish a system whereby the citizens of Florida who are hearing impaired, speech impaired, or dual sensory impaired have access to basic telecommunications services at a cost no greater than that paid by other telecommunications services customers, and whereby the cost of specialized telecommunications equipment necessary to ensure that citizens who are hearing impaired, speech impaired, or dual sensory impaired have access to basic telecommunications services and the provision of telecommunications relay service is borne by all the telecommunications customers of the state.
- (3) It is the intent of the Legislature:
- (a) That a telecommunications access system be established to provide equitable basic access to the telecommunications network for persons who are hearing impaired, speech impaired, or dual sensory impaired.
- (b) That the telecommunications access system includes a telecommunications relay service system that meets or exceeds the certification requirements of the Federal Communications Commission.
- (c) That the telecommunications access system includes the distribution of telecommunications devices for the deaf that are compatible with the telecommunications relay service system and has the capability of incorporating new technologies as they develop.
- (d) That the telecommunications access system includes the distribution of specialized telecommunications devices necessary for hearing impaired, speech impaired, or dual sensory impaired persons to access basic telecommunications services.
- (e) That the telecommunications access system ensures that users of the telecommunications relay service system pay rates no greater than the rates paid for functionally equivalent voice communications services.
- (f) That the telecommunications access system be as cost-efficient as possible without diminishing the effectiveness or the quality of the system.
- (g) That the telecommunications access system uses state-of-the-art technology for specialized telecommunications devices and the telecommunications relay service and encourages the incorporation of new developments in technology, to the extent that it has demonstrated benefits

consistent with the intent of this act and is in the best interest of the citizens of this state.

(h) That the value of the involvement of persons who have hearing or speech impairments, and organizations representing or serving those persons, be recognized and such persons and organizations be involved throughout the development, establishment, and implementation of the telecommunications access system through participation on the advisory committee as provided in s. 427.706.

(i) That the total cost of providing telecommunications relay services and distributing specialized telecommunications devices be spread equitably among and collected from customers of all local exchange telecommunications companies.

*History.—s. 1, ch. 91-111.*

**427.703 Definitions.**—As used in this part:

(1) “Administrator” means a corporation not for profit incorporated pursuant to the provisions of chapter 617 and designated by the Florida Public Service Commission to administer the telecommunications relay service system and the distribution of specialized telecommunications devices pursuant to the provisions of this act and rules and regulations established by the commission.

(2) “Commission” means the Florida Public Service Commission.

(3) “Deaf” means having a permanent hearing impairment and being unable to discriminate speech sounds in verbal communication, with or without the assistance of amplification devices.

(4) “Dual sensory impaired” means having both a permanent hearing impairment and a permanent visual impairment and includes deaf/blindness.

(5) “Hard of hearing” means having a permanent hearing impairment which is severe enough to necessitate the use of amplification devices to discriminate speech sounds in verbal communication.

(6) “Hearing impaired” or “having a hearing impairment” means deaf or hard of hearing and, for purposes of this part, includes being dual sensory impaired.

(7) “Local exchange telecommunications company” means a telecommunications company certificated by the commission to provide telecommunications services within a specific geographic area.

(8) “Operating fund” means the fund established, invested, managed, and maintained by the administrator for the exclusive purpose of implementing and administering the provisions of this act pursuant to commission rules and regulations.

(9) “Ring signaling device” means a mechanism, such as a flashing light, which visually indicates that a communication is being received through a telephone line. This term also means a mechanism such as an adjustable volume ringer and buzzer which audibly and loudly indicates an incoming telephone communication.

(10) “Speech impaired” or “having a speech impairment” means having a permanent loss of verbal communication ability which prohibits normal usage of a standard telephone handset.

(11) “Specialized telecommunications device” means a TDD, a volume control handset, a ring signaling device, or any other customer premises telecommunications equipment specifically designed or used to provide basic access to telecommunications services for a hearing impaired, speech impaired, or dual sensory impaired person.

(12) “Surcharge” means an additional charge which is to be paid by local exchange telecommunications company subscribers pursuant to the cost recovery mechanism established under s. 427.704(4) in order to implement the system described herein.

(13) “Telecommunications company” includes every corporation, partnership, and person and their lessees, trustees, or receivers appointed by any court whatsoever, and every political subdivision of the state, offering two-way telecommunications service to the public for hire within this state by the use of a telecommunications facility. The term “telecommunications company” does not include an entity which provides a telecommunications facility

exclusively to a certificated telecommunications company, or a specialized mobile radio service operator, a private radio carrier, a radio common carrier, a cellular radio telecommunications carrier, or a cable television company providing cable service as defined in 47 U.S.C. s. 522.

(14) “Telecommunications device for the deaf” or “TDD” means a mechanism which is connected to a standard telephone line, operated by means of a keyboard, and used to transmit or receive signals through telephone lines.

(15) “Telecommunications facility” includes real estate, easements, apparatus, property, and routes used and operated to provide two-way telecommunications service to the public for hire within this state.

(16) “Telecommunications relay service” means any telecommunications transmission service that allows a person who is hearing impaired or speech impaired to communicate by wire or radio in a manner that is functionally equivalent to the ability of a person who is not hearing impaired or speech impaired. Such term includes any service that enables two-way communication between a person who uses a telecommunications device or other nonvoice terminal device and a person who does not use such a device.

(17) “Volume control handset” means a telephone which has an adjustable control for increasing the volume of the sound being produced by the telephone receiving unit or by the telephone transmitting unit.

History.—s. 1, ch. 91-111.

#### **427.704 Powers and duties of the commission.—**

(1) The commission shall establish, implement, promote, and oversee the administration of a statewide telecommunications access system to provide access to telecommunications relay services by persons who are hearing impaired or speech impaired, or others who communicate with them. The telecommunications access system shall provide for the purchase and distribution of specialized telecommunications devices and the establishment of statewide single provider telecommunications relay service system which operates continuously. To provide telecommunications relay services and distribute specialized telecommunication devices to persons who are hearing impaired or speech impaired, at a reasonable cost the commission shall:

(a) Investigate, conduct public hearings, and solicit the advice and counsel of the advisory committee established pursuant to s. 427.706 to determine the most cost-effective method for providing telecommunications relay service and distributing specialized telecommunications devices.

(b) Ensure that users of the telecommunications relay service system pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as duration of the call, time of day, and distance from the point of origination to the point of termination.

(c) Ensure that the telecommunications access system protects the privacy of persons to whom services are provided and that all operators maintain the confidentiality of all relay service messages.

(d) Ensure that the telecommunications relay service system complies with regulations adopted by the Federal Communications Commission to implement Title IV of the Americans with Disabilities Act.

(2) The commission shall designate as the administrator of the telecommunications access system a corporation not for profit organized for such purposes and incorporated pursuant to chapter 617. For the purposes of this part, the commission may order telecommunications companies to form such a corporation not for profit.

(3)(a) The commission shall select the provider of the telecommunications relay service pursuant to procedures established by the commission. In selecting the service provider, the commission shall take into consideration the cost of providing the relay service and the interests of the hearing impaired and speech impaired community in having access to a high-quality and technologically advanced telecommunications system. The commission shall award the contract to the bidder whose proposal is the most advantageous to the state, taking into consideration the following:

1. The appropriateness and accessibility of the proposed telecommunications relay service for the citizens of the state, including persons who are hearing impaired or speech impaired.
  2. The overall quality of the proposed telecommunications relay service.
  3. The charges for the proposed telecommunications relay service system.
  4. The ability and qualifications of the bidder to provide the proposed telecommunications relay service as outlined in the request for proposals.
  5. Any proposed service enhancements and technological enhancements which improve service without significantly increasing cost.
  6. Any proposed inclusion of provision of assistance to deaf persons with special needs to access the basic telecommunications system.
  7. The ability to meet the proposed commencement date for the telecommunications relay service.
  8. All other factors listed in the request for proposals.
- (b) The commission shall consider the advice and counsel of the advisory committee in the development of the request for proposals. The request for proposals shall include, but not be limited to:
1. A description of the scope and general requirements of the telecommunications relay service, including the required compliance with regulations adopted by the Federal Communications Commission to implement Title IV of the Americans with Disabilities Act, the required service provisions and service limitations, system design, service provider qualifications, and service description, type of calls to be provided, and charges to the users.
  2. A description of the telecommunications relay service system standards.
  3. A description of information to be provided by the bidder, including service provider qualifications, cost information, including cost per call and startup costs, a description of the system design, including network access and facilities to be provided, and relay operator standards.
  4. A description of service provider reporting requirements.
- (c) The commission shall establish a request for a proposals review committee, which shall include commission staff and designated members of the advisory committee, to review the proposals received by the commission and recommend a telecommunications relay service provider to the commission for final selection. By agreeing to serve on the review committee, each member of the review committee shall agree that he or she currently does not have and will not have any interest or employment, either directly or indirectly, with potential bidders that would conflict in any manner or degree with his or her performance on the committee.
- (d) To the extent a bidder desires any portion of its proposal to be considered proprietary, confidential business information, the bidder shall make such request concurrent with filing its proposal and justify its request as provided in s. 364.183.
- (4)(a) The commission shall establish a mechanism to recover the costs of implementing and maintaining the services required pursuant to this part which shall be applied to each basic telecommunications access line. In establishing the recovery mechanism, the commission shall:
1. Require all local exchange telecommunications companies to impose a monthly surcharge on all local exchange telecommunications company subscribers on an individual access line basis, except that such surcharge shall not be imposed upon more than 25 basic telecommunications access lines per account bill rendered.
  2. Require all local exchange telecommunications companies to include the surcharge as a part of the local service charge that appears on the customer's bill, except that the local exchange telecommunications company shall specify the surcharge on the initial bill to the subscriber and itemize it at least once annually.
  3. Allow the local exchange telecommunications company to deduct and retain 1 percent of the total surcharge amount collected each month to recover the billing, collecting, remitting, and administrative costs attributed to the surcharge.

(b) The commission shall determine the amount of the surcharge based upon the amount of funding necessary to accomplish the purposes of this act and provide the services on an ongoing basis; however, in no case shall the amount exceed 25 cents per line per month.

(c) All moneys received by the local exchange telecommunications company, less the amount retained as authorized by subparagraph (4)(a)3., shall be remitted to the administrator for deposit in appropriate financial institutions regulated under state or federal law and used exclusively to fund the telecommunications access system provided for herein.

(d) The surcharge collected by the local exchange telecommunications companies is not subject to any sales, use, franchise, income, municipal utility, gross receipts, or any other tax, fee, or assessment, nor shall it be considered revenue of the local exchange telecommunications companies for any purpose.

(e) From the date of implementing the surcharge, the commission shall review the amount of the surcharge at least annually and shall order changes in the amount of the surcharge as necessary to assure available funds for the provision of the telecommunications access system established herein. Where the review of the surcharge determines that excess funds are available, the commission may order the suspension of the surcharge for a period which the commission deems appropriate.

(5) The commission shall require each local exchange telecommunications company to begin assessing and collecting the surcharge in the amount of 5 cents per access line per month on bills rendered on or after July 1, 1991, for remission to the administrator for deposit in the operational fund. Each local exchange telecommunications company shall remit moneys collected to the administrator. On August 15, 1991, each local exchange telecommunications company shall begin remitting the moneys collected to the administrator on a monthly basis and in a manner as prescribed by the commission. The administrator shall use such moneys to cover costs incurred during the development of the telecommunications relay services and to establish and administer the specialized telecommunications devices system.

(6) The commission shall establish a schedule for completion of specific stages of the telecommunications relay service development and implementation except that the statewide telecommunications relay service shall commence on or before June 1, 1992.

(7) The commission shall require the administrator to submit financial statements for the distribution of specialized telecommunications devices and the telecommunications relay service to the commission quarterly, in the manner prescribed by the commission.

(8) The commission shall adopt rules and may take any other action necessary to implement the provisions of this act.

(9) The commission shall prepare an annual report on the operation of the telecommunications access system, which shall be available on the commission's Internet website. Reports must be prepared in consultation with the administrator and the advisory committee appointed pursuant to s. 427.706. The reports must, at a minimum, briefly outline the status of developments in the telecommunications access system, the number of persons served, the call volume, revenues and expenditures, the allocation of the revenues and expenditures between provision of specialized telecommunications devices to individuals and operation of statewide relay service, other major policy or operational issues, and proposals for improvements or changes to the telecommunications access system.

**History.**—s. 1, ch. 91-111; s. 11, ch. 2000-334; s. 139, ch. 2010-102.

#### **427.705 Administration of the telecommunications access system.—**

(1) Consistent with the provisions of this act and rules and regulations established by the commission, the administrator shall:

(a) Purchase, store, distribute, and maintain specialized telecommunications devices, either directly or through contract with third parties, or a combination thereof.

(b) Administer advertising and outreach services as required by the commission, either directly or through contract with third parties, or a combination thereof.

- (c) Administer training services for recipients of specialized telecommunications devices and for telecommunications relay service users as directed by the commission through contract with third parties.
  - (d) Establish and maintain an operational fund with appropriate financial institutions regulated under state or federal law, and receive moneys from the local exchange telecommunications companies and deposit such moneys in the operational fund.
  - (e) Develop, test, and implement an accounting system and internal controls and procedures to receive, safeguard, and disperse moneys in the operational fund as directed by the commission.
  - (f) Develop and implement procedures for an independent audit and for compliance with commission reporting requirements, as directed by the commission.
  - (g) Administer and control the award of money to all parties incurring costs in implementing and maintaining the telecommunications access system, equipment, and technical support services in accordance with the provisions of this act.
- (2) The administrator shall be audited annually by an independent auditing firm to assure proper management of any revenues it receives and disburses. The administrator's books and records shall be open to the commission and to the Auditor General for review upon request. The commission shall have the authority to establish fiscal and operational requirements for the administrator to follow in order to ensure that the administrative costs of the system are reasonable.
- (3) The administrator may apply to the commission for an adjustment in the amount of the monthly surcharge that a local exchange telecommunications company must impose on its customers. Prior to applying to the commission for such an adjustment, the commission may require the administrator to employ an independent accounting firm to perform an audit of the accounts of the administrator and the service providers relevant to the surcharge and file a report with the commission.
- (4) In contracting for the provision of distribution of specialized telecommunications devices, outreach services, and training of recipients, the administrator shall consider contracting with organizations that provide services to persons who are hearing impaired or speech impaired.
- (5) The administrator shall provide for the distribution of specialized telecommunications devices to persons qualified to receive such equipment in accordance with the provisions of this act. The administrator shall establish procedures for the distribution of specialized telecommunications devices and shall solicit the advice and counsel and consider the recommendations of the advisory committee in establishing such procedures. The procedures shall:
- (a) Provide for certification of persons as hearing impaired, speech impaired, or dual sensory impaired. Such certification process shall include a statement attesting to such impairment by a licensed physician, audiologist, speech-language pathologist, hearing aid specialist, or deaf service center director; by a state-certified teacher of the hearing impaired; by a state-certified teacher of the visually impaired; or by an appropriate state or federal agency. The licensed physician, audiologist, speech-language pathologist, hearing aid specialist, state-certified teacher of the hearing impaired, or state-certified teacher of the visually impaired providing statements which attest to such impairments shall work within their individual scopes of practice according to their education and training. The deaf service center directors and appropriate state and federal agencies shall attest to such impairments as provided for in the procedures developed by the administrator.
  - (b) Establish characteristics and performance standards for specialized telecommunications devices determined to be necessary, and for the selection of equipment to be purchased for distribution to qualified recipients. The characteristics and standards shall be modified as advances in equipment technology render such standards inapplicable.
  - (c) Provide for the administrator to apply for, contract for, receive, and expend for the purposes of this part any appropriation, grant, gift, or donation from the Federal Government or any other public or private source.



(d) Require the administrator to purchase the equipment required by this part on a competitively bid basis, so that the best value per unit may be obtained on the equipment selected for purchase, unless the equipment is available from only one source, or the total amount of the subject transaction does not exceed \$5,000.

(6) All names, addresses, and telephone numbers provided to the Florida Public Service Commission or administrator by applicants for specialized telecommunications devices are confidential and exempt from the provisions of s. 119.07(1). The information shall be released to contractors only to the extent necessary for assignment and shipment of equipment, for provision of training in the use of equipment, and for inventory reconciliation purposes. Neither the administrator or any contractor shall release this information nor use it for any other purpose.

(7) The administrator shall assume responsibility for distribution of specialized telecommunications devices.

(8) The administrator shall submit financial statements to the commission quarterly, in the manner prescribed by the commission.

**History.**—s. 1, ch. 91-111; s. 1, ch. 92-2; s. 278, ch. 96-406; s. 52, ch. 99-5; s. 12, ch. 2000-334.

#### **427.706 Advisory committee.—**

(1) The commission shall appoint an advisory committee to assist the commission with the implementation of the provisions of this part. The committee shall be composed of no more than 10 persons and shall include, to the extent practicable, the following:

- (a) Two deaf persons recommended by the Florida Association of the Deaf.
- (b) One hearing impaired person recommended by Self-Help for the Hard of Hearing.
- (c) One deaf and blind person recommended by the Coalition for Persons with Dual Sensory Disabilities.
- (d) One speech impaired person recommended by the Florida Language Speech and Hearing Association.
- (e) Two representatives of telecommunications companies.
- (f) One person with experience in providing relay services recommended by the Deaf Service Center Association.
- (g) One person recommended by the Advocacy Center for Persons with Disabilities, Inc.
- (h) One person recommended by the Florida League of Seniors.

(2) The advisory committee shall provide the expertise, experience, and perspective of persons who are hearing impaired or speech impaired to the commission and to the administrator during all phases of the development and operation of the telecommunications access system. The advisory committee shall advise the commission and the administrator on the quality and cost-effectiveness of the telecommunications relay service and the specialized telecommunications devices distribution system. The advisory committee may submit material for inclusion in the annual report prepared pursuant to s. 427.704.

(3) Members of the committee shall not be compensated for their services but are entitled to receive reimbursement for per diem and travel expenses as provided in s. 112.061. The commission shall use funds from the Florida Public Service Regulatory Trust Fund to cover the costs incurred by members of the advisory committee.

**History.**—s. 1, ch. 91-111; s. 45, ch. 94-324; s. 18, ch. 95-327; s. 140, ch. 2010-102; s. 4, ch. 2012-177.

**427.707 Exemption from liability.—**Neither the commission, the administrator, the provider of the telecommunications relay service, nor any agent, employee, representative, or officer of the foregoing shall be liable for any claims, actions, damages, or causes of action arising out of or resulting from the establishment, participation in, or operation of the telecommunications relay service, except where there is malicious purpose or wanton and willful disregard of human rights, safety, or property in the establishment, participation in, or operation of the telecommunications relay service.

**History.**—s. 1, ch. 91-111.



**427.708 Certain public safety and health care providers required to purchase and operate TDD's. —**

- (1) The central communications office of each county sheriff's department shall purchase and continually operate at least one TDD.
- (2)(a) The central communications office of each police department and each firefighting agency in a municipality with a population of 25,000 to 250,000 shall purchase and continually operate at least one TDD.
- (b) The central communications office of each police department and each firefighting agency in a municipality with a population exceeding 250,000 persons shall purchase and continually operate at least two TDD's.
- (3) Each hospital as defined in s. 395.002 shall purchase and continually operate at least one TDD.
- (4) Each emergency telephone number "911" system, as provided in s. 365.171, and each agency receiving automatically routed calls through such a system shall purchase and continually operate at least one TDD.
- (5) Each public safety office, health care provider, and emergency telephone number "911" system required to obtain a TDD pursuant to this section shall continuously operate and staff such equipment on a 24-hour basis.
- (6) Each office or organization required to purchase TDD's pursuant to this section shall buy such equipment which meets the same specifications as those selected by the commission.
- (7) Each office or organization required to operate TDD's pursuant to this section shall utilize equipment in accordance with standards established by the commission.

**History.**—s. 1, ch. 91-111; s. 80, ch. 92-289; s. 46, ch. 94-324; s. 19, ch. 95-327.

**PART III  
ASSISTIVE TECHNOLOGY  
DEVICE WARRANTY ACT**

427.801 Short title.

427.802 Definitions.

427.803 Express warranty.

427.804 Repair of nonconforming assistive technology devices; refund or replacement of devices after attempt to repair; sale or lease of returned device; arbitration; limitation of rights.

427.805 Waiver.

427.806 Action for damages.

**427.801 Short title.**—This part may be cited as the "Assistive Technology Device Warranty Act."

**History.**—s. 1, ch. 97-47.

**427.802 Definitions.**—As used in this part:

- (1) "Assistive technology devices" means manual wheelchairs, motorized wheelchairs, motorized scooters, voice-synthesized computer modules, optical scanners, talking software, braille printers, environmental control devices for use by a person with quadriplegia, motor vehicle adaptive transportation aids, devices that enable persons with severe speech disabilities to in effect speak, personal transfer systems, and specialty beds, including a demonstrator, that a consumer purchases or accepts transfer of in this state for use by a person with a disability.

- (2) “Person with a disability” means any person who has one or more permanent physical or mental limitations that restrict his or her ability to perform the normal activities of daily living and impede his or her capacity to live independently.
- (3) “Assistive technology device dealer” means a person who is engaged in the business of selling assistive technology devices.
- (4) “Assistive technology device lessor” means a person who leases an assistive technology device to a consumer, or holds the lessor’s rights, under a written lease.
- (5) “Collateral costs” means expenses incurred by a consumer in connection with the repair of a nonconformity, including the costs of obtaining an alternative assistive technology device.
- (6) “Consumer” means any of the following:
- (a) The purchaser of an assistive technology device, if the assistive technology device was purchased from an assistive technology device dealer or manufacturer for purposes other than resale.
  - (b) A person to whom the assistive technology device is transferred for purposes other than resale, if the transfer occurs before the expiration of an express warranty applicable to the assistive technology device.
  - (c) A person who may enforce the warranty.
  - (d) A person who leases an assistive technology device from an assistive technology device lessor under a written lease.
- (7) “Demonstrator” means an assistive technology device used primarily for the purpose of demonstration to the public.
- (8) “Early termination cost” means any expense or obligation that an assistive technology device lessor incurs as a result of both the termination of a written lease before the termination date set forth in that lease and the return of an assistive technology device to a manufacturer pursuant to this section. The term includes a penalty for prepayment under a financial arrangement.
- (9) “Early termination saving” means any expense or obligation that an assistive technology device lessor avoids as a result of both the termination of a written lease before the termination date set forth in the lease and the return of an assistive technology device to a manufacturer pursuant to this section. The term includes an interest charge that the assistive technology device lessor would have paid to finance the assistive technology device or, if the assistive technology device lessor does not finance the assistive technology device, the difference between the total amount for which the lease obligates the consumer during the period of the lease term remaining after the early termination and the present value of that amount at the date of the early termination.
- (10) “Manufacturer” means a business entity that manufactures or produces assistive technology devices for sale and agents of that business entity, including an importer, a distributor, a factory branch, a distributor branch, and any warrantors of the manufacturer’s assistive technology device, but not including an assistive technology device dealer.
- (11) “Nonconformity” means a condition or defect of an assistive technology device which substantially impairs the use, value, or safety of the device and which is covered by an express warranty applicable to the assistive technology device, but does not include a condition or defect that is the result of abuse, neglect, excessive wear, or unauthorized modification or alteration of the assistive technology device by a consumer.
- (12) “Reasonable attempt to repair” means, within the terms of an express warranty applicable to a new assistive technology device:
- (a) A maximum of three efforts by the manufacturer, the assistive technology device lessor, or any of the manufacturer’s authorized assistive technology device dealers to repair a nonconformity that is subject to repair under the warranty; or
  - (b) The passage of at least 30 cumulative days during which the assistive technology device is out of service because of a nonconformity that is covered by the warranty.

**History.**—s. 1, ch. 97-47; s. 17, ch. 99-307; s. 3, ch. 2001-214.

**427.803 Express warranty.**—A manufacturer who sells a new assistive technology device to a consumer, either directly or through an assistive technology device dealer, shall furnish the consumer with an express warranty for the assistive technology device. The duration of the express warranty must be at least 1 year after first delivery of the assistive technology device to the consumer. In the absence of an express warranty from the manufacturer, the manufacturer is considered to have expressly warranted to the consumer of an assistive technology device that, for a period of 1 year after the date of first delivery to the consumer, the assistive technology device will be free from any condition or defect that substantially impairs the value of the assistive technology device to the consumer.

History.—s. 1, ch. 97-47; s. 18, ch. 99-307; s. 4, ch. 2001-214.

**427.804 Repair of nonconforming assistive technology devices; refund or replacement of devices after attempt to repair; sale or lease of returned device; arbitration; limitation of rights.**—

(1) If a new assistive technology device does not conform to an applicable express warranty and the consumer reports the nonconformity to the manufacturer, the assistive technology device lessor, or any of the manufacturer’s authorized assistive technology device dealers and makes the assistive technology device available for repair within 1 year after first delivery or return of the assistive technology device to the consumer, the nonconformity must be repaired at no charge to the consumer.

(2) If, after a reasonable attempt to repair, the nonconformity is not repaired, the manufacturer, at the direction of a consumer as defined in s. 427.802(6)(a)-(c), must do one of the following:

(a) Accept return of the assistive technology device and replace the assistive technology device with a comparable new assistive technology device and refund any collateral costs.

(b) Accept return of the assistive technology device and refund to the consumer and to any holder of a perfected security interest in the consumer’s assistive technology device, as the interest may appear, the full purchase price plus any finance charge amount paid by the consumer at the point of sale, and collateral costs.

(c) With respect to a consumer as defined in s. 427.802(6)(d), accept return of the assistive technology device, refund to the assistive technology device lessor and to any holder of a perfected security interest in the assistive technology device, as the interest may appear, the current value of the written lease, and refund to the consumer the amount that the consumer paid under the written lease plus any collateral costs.

(3) The current value of the written lease equals the total amount for which the lease obligates the consumer during the period of the lease remaining after its early termination plus the assistive technology device dealer’s early termination costs and the value of the assistive technology device at the lease expiration date if the lease sets forth the value, less the assistive technology device lessor’s early termination savings.

(4) To receive a comparable new assistive technology device or a refund due under paragraph (2)(a), a consumer must offer to the manufacturer of the assistive technology device having the nonconformity to transfer possession of the assistive technology device to the manufacturer. No later than 30 days after the offer, the manufacturer shall provide the consumer with the comparable assistive technology device or refund. When the manufacturer provides the comparable assistive technology device or refund, the consumer shall return the assistive technology device having the nonconformity to the manufacturer, along with any endorsements necessary to transfer real possession to the manufacturer.

(5) To receive a refund due under paragraph (2)(b), a consumer must offer to return the assistive technology device having the nonconformity to its manufacturer. No later than 30 days after the offer, the manufacturer shall provide the refund to the consumer who paid for or the provider who billed a third party payor source for the assistive technology device. The provider shall return the manufacturer’s refund to the third party payor source, unless the provider was not reimbursed by the third party payor. When the manufacturer provides the refund, the consumer shall return to the manufacturer the assistive technology device having the nonconformity.

(6) To receive a refund due under paragraph (2)(c), an assistive technology device lessor must offer to transfer possession of the assistive technology device having the nonconformity to its manufacturer. No later than 30 days after the offer, the manufacturer shall provide the refund to the assistive technology device lessor. When the manufacturer provides the refund, the assistive technology device lessor shall provide to the manufacturer any endorsements necessary to transfer legal possession to the manufacturer.

(7) A person may not enforce the lease against the consumer after the consumer receives a refund due under paragraph (2)(c).

(8) An assistive technology device that is returned by a consumer or assistive technology device lessor in this state, or by a consumer or assistive technology device lessor in another state under a similar law of that state, may not be sold or leased again in this state, unless full disclosure of the reasons for return is made to any prospective buyer or lessee.

(9) Each consumer may submit any dispute arising under this part to an alternative arbitration mechanism established pursuant to chapter 682. Upon notice by the consumer, all manufacturers must submit to such alternative arbitration.

(10) Such alternative arbitration must be conducted by a professional arbitrator or arbitration firm appointed under chapter 682 and any applicable rules. These procedures must provide for the personal objectivity of the arbitrators and for the right of each party to present its case, to be in attendance during any presentation made by the other party, and to rebut or refute such a presentation.

(11) This part does not limit rights or remedies available to a consumer under any other law.

*History.*—s. 1, ch. 97-47; s. 19, ch. 99-307; s. 5, ch. 2001-214; s. 44, ch. 2001-279.

**427.805 Waiver.**—Any waiver by a consumer of rights under this part is void.

*History.*—s. 1, ch. 97-47.

**427.806 Action for damages.**—In addition to pursuing any other remedy, a consumer may bring an action to recover damages for any injury caused by a violation of this part. The court shall award a consumer who prevails in such an action twice the amount of any pecuniary loss, together with costs, disbursements, and reasonable attorney's fees, and any equitable relief that the court determines is appropriate.

*History.*—s. 1, ch. 97-47.

## FINANCE ELEMENT

### Detailed Finance Plan - Expenses

#### Direct Transportation System EXPENSES AND (OBJECT CODE)

FY

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#### I. DIRECT EXPENSES

##### LABOR (501)

1. Operator Salaries And Wages (.01)  
Range of Hourly Wages
2. Training Salaries and Wages (.02)  
Range of hourly Wages
3. Dispatcher Salaries and Wages (.03)  
Range of Hourly Wages
4. Administrative Salaries and Wages (.04)  
Range of Hourly Wages
5. Management Salaries and Wages (.05)  
Range of Hourly Wages
6. Scheduler Salaries and Wages (.06)  
Range of Hourly Wages
7. Call Intake/Customer Service Salaries and Wages (.07)  
Range of Hourly Wages
8. Vehicle Maintenance Salaries and Wages (.08)  
Range of Hourly Wages
9. Other Salaries & Wages (.99)  
Range of Hourly Wages

SUB TOTAL \$0.00

##### FRINGE BENEFITS (502)

1. FICA (.01)
2. Medical Insurance (.03)
3. Life Insurance Plans (.05)
4. Workman's Compensation Insurance (.08)
5. Holiday Pay (.10)
6. Vacation (.11)
7. Other (.99)
8. Other (.99)

SUB TOTAL \$0.00

##### SERVICES (503)

1. Management Service Fee (.01)
2. Advertising Service Fees (.02)
3. Professional and Technical Services (including maintenance) (.03)
4. Other (.99)

SUB TOTAL \$0.00

## FINANCE ELEMENT

### Detailed Finance Plan - Expenses

#### Direct Transportation System EXPENSES AND (OBJECT CODE)

FY

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#### MATERIALS AND SUPPLIES (504)

1. Fuels and Lubricants Consumed (.01)
2. Tires and Tubes Consumed (.02)
3. Inventory Purchases (.03)
4. Others Materials and Supplies Consumed (.99)

SUB TOTAL \$0.00

#### UTILITIES (505)

1. Utilities - Telephone (.02)
2. Utilities - Other (.99)

SUB TOTAL \$0.00

#### CASUALTY AND LIABILITY COSTS (506)

1. Prem. for Physical Damage Insurance (.01)
2. Prem. for Public Liab. & Property Damage (.02)
3. Other ( )
4. Other Insurance (.99)

SUB TOTAL \$0.00

#### TAXES (507)

1. Property Tax (.03)
2. Vehicle Licensing and Registration Fees (.04)
3. Other Taxes (.99)

SUB TOTAL \$0.00

#### PURCHASED TRANSPORTATION (508)

1. Vendor One
2. Vendor Two

SUB TOTAL \$0.00

#### MISCELLANEOUS EXPENSE (509)

1. Dues and Subscriptions (.01)
2. Travel and Meetings (.02)
3. Advertising/Promotion Media (.08)
4. Other ( )
5. Other ( )

SUB TOTAL \$0.00

## FINANCE ELEMENT

### Detailed Finance Plan - Expenses

#### Direct Transportation System EXPENSES AND (OBJECT CODE)

FY

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#### INTEREST EXPENSE (511)

1. Interest on Long-Term Debt Obligations (.01)
2. Interest on Short-Term Debt Obligations (.02)

SUB TOTAL \$0.00

#### LEASES AND RENTALS (512)

1. Passenger Revenue Vehicles (.04)
2. Service Vehicles (.05)
3. Vehicle Storage and Dispatch Center (.06)
4. Maintenance Equip. and Facilities (.07)
5. Data Processing Equip (.10)
6. Other ( )

SUB TOTAL \$0.00

#### DEPRECIATION AND AMORTIZATION (513)

1. Passenger Revenue Vehicles (.04)
2. Service Vehicles (.05)
3. Vehicle Storage and Dispatch Center (.06)
4. Maintenance Equip. and Facilities (.07)
5. Data Processing Equip (.10)
6. Other ( )
7. Other ( )

SUB TOTAL \$0.00

#### CONTRIBUTED SERVICES - ALLOWABLE (530)

1. ( )
2. ( )
3. ( )
4. ( )
5. ( )

Describe each and place the value.

SUB TOTAL \$0.00

#### INELIGIBLE EXPENSES (550)

1. ( )
2. ( )

Describe

SUBTOTAL \$0.00

## II. ALLOCATED INDIRECT COSTS

Derived from cognizant agency-approved  
Cost Allocation Plan, completed in accordance  
with the Federal Common Grants Rule.

SUB-TOTAL OF DIRECT (I) AND INDIRECT (II) EXPENSES: (X) \$0.00

III. PROFIT (if applicable) (Y) \$0.00

Indicate below, the profit as a percent of direct  
and indirect expenses.  $(Y/X) * 100 = \% \text{ profit}$

2004/2005 MOA YEAR 0.00 % PROFIT

2005/2006 MOA YEAR 0.00 % PROFIT

IV. FULLY ALLOCATED OPERATING COSTS: \$0.00



## FINANCE ELEMENT

### Future Estimates of Service

FY

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ANNUAL TOTAL SYSTEM VEHICLE MILES

ANNUAL TOTAL SYSTEM DRIVER HOURS

ANNUAL SYSTEM PASSENGER TRIPS

#

1. Even Start
  2. Non-Sponsored (TD)
  3. Older American's Act
  4. Developmental Services
  5. WAGES Coalition
  6. Medicaid
  7. FTA Section 5311
  8. Division of Vocational Rehabilitation
  9. Headstart
  10. Healthy Start
  11. Ryan White Title III
  12. Other
  13. Other
  14. Other
- 

TOTAL SYSTEM PASSENGER TRIPS

## FINANCE ELEMENT

### Detailed Finance Plan -- Revenues

	FY
1. Fare box (401)	\$
2. Contract/Purchase of Service (402)	\$
3. School Board Service (403)	\$
4. Freight Tariffs (404)	\$
5. Charter Service (405)	\$
6. Auxiliary Transportation (406)	\$
7. Non-transportation (407)	\$
8. Taxes Levied (408)	\$
9. Local Cash Grants and Reimbursements	\$
10. Local Special Fare Assistance (410)	\$
11. State Cash Grants and Reimbursements (411)	\$
12. State Special Fare Assistance (412)	\$
13. Federal Cash Grants and Reimbursements (413)	\$
14. Interest Income (414)	\$
15. Contributed Service (430)	\$
16. Contributed Cash (431)	\$
17. Subsidy From Other Sectors Oper. (440)	\$
<b>TOTAL REVENUE</b>	<b>\$</b>

## FINANCE ELEMENT

### C. TOTAL SYSTEM PERFORMANCE TREND BASED UPON FULLY ALLOCATED OPERATING

	FY
1. Fully Allocated Operating Costs	\$000,000
2. Total System Vehicle Miles	000,000
3. Total System Driver Hours	000,000
4. Total System Passenger Trips	000,000
5. Line 1 divided by line 2 = Fully allocated cost per system vehicle mile	\$0.00
6. Line 1 divided by Line 3 =Fully allocated cost per system driver hour	\$0.00
7. Line 1 divided by Line 4 = Fully allocated cost per system passenger trip	\$0.00

# FINANCE ELEMENT

## PAGE D: COORDINATOR BUDGET

Budget Category	FY
<b>PERSONNEL</b>	
On Site Staff	\$
Direct Labor	\$
Overhead	\$
<b>SUBTOTAL ON-SITE</b>	\$
Support Staff	
Direct Labor	\$
Overhead	\$
<b>SUBTOTAL SUPPORT</b>	\$
<b>TOTAL PERSONNEL</b>	\$
 <b>OTHER DIRECT EXPENSE</b>	
Travel/Subsistence	\$
Telephone	\$
Rent	\$
Furn./Copier/Telephone/Computer Hdwr.	\$
Materials/Supplies	\$
Postage & Shipping	\$
Consultants and Auditors	\$
Miscellaneous	\$
 <b>TOTAL OTHER DIRECT</b>	\$
<b>TOTAL PROJECT EXPENSE</b>	\$
 Estimated Management Fees	\$
Percent Profit on Revenue	0.00%
Percent profit on Total Project Revenue	0.00%
Management Fee per Trip	\$

**CHAPTER 41-2**  
**COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

41-2.001	Purpose (Repealed)
41-2.002	Definitions
41-2.003	Commission Organization and Personnel (Repealed)
41-2.005	Member Department Responsibilities
41-2.006	Insurance, Safety Requirements and Standards
41-2.007	Reporting Requirements
41-2.008	Contractual Arrangements
41-2.009	Designated Official Planning Agency
41-2.010	Selection of Community Transportation Coordinator
41-2.011	Community Transportation Coordinator Powers and Duties
41-2.012	Coordinating Board Structure and Duties
41-2.013	Transportation Disadvantaged Trust Fund
41-2.014	Grants Program
41-2.015	Expenditure of Local Government, State, and Federal Funds for the Transportation Disadvantaged
41-2.016	Accessibility (Repealed)
41-2.0161	Program Monitoring of Performance
41-2.0162	Chronological Listing of Report Dates

**41-2.001 Purpose.**

*Rulemaking Authority 427.013(9) FS. Law Implemented 120.53(1), 427.011-427.017 FS. History--New 5-2-90, Amended 6-17-92, 7-11-95, Repealed 7-15-12.*

**41-2.002 Definitions.**

For purposes of this rule chapter, the following definitions will apply:

- (1) “Americans with Disabilities Act” is a federal law, P.L. 101-336, signed by the President of the United States on July 26, 1990.
- (2) “Coordination Contract” means a written contract between the Community Transportation Coordinator and an agency who receives transportation disadvantaged funds and performs some, if not all, of its own transportation services, as well as transportation services to others, when shown to be more effective and more efficient from a total system perspective. The contract reflects the specific terms and conditions that will apply to those agencies who perform their own transportation, as well as joint utilization and cost provisions for transportation services to and from the community transportation coordinator.
- (3) “Designated Official Planning Agency” means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization. The Metropolitan Planning Organization shall serve as the designated official planning agency in areas covered by such organizations.
- (4) “Designated Service Area” means a geographical area recommended by a designated official planning agency, subject to approval by the Commission, which defines the community where coordinated transportation services will be provided to the transportation disadvantaged.
- (5) “Emergency” means any occurrence, or threat thereof, whether accidental, natural or caused by man, in war or in peace, which results or may result in substantial denial of transportation services to a designated service area for the transportation disadvantaged population.
- (6) “Emergency Fund” means transportation disadvantaged trust fund monies set aside to address emergency situations and which can be utilized by direct contract, without competitive bidding, between the Commission and an entity to handle transportation services during a time of emergency.
- (7) “Florida Coordinated Transportation System” (FCTS) means a transportation system responsible for coordination and service provisions for the transportation disadvantaged as outlined in Chapter 427, F.S.
- (8) “Local Government” means an elected and/or appointed public body existing to coordinate, govern, plan, fund and administer public services within a designated, limited geographic area within the state.
- (9) “Local Government Comprehensive Plan” means a plan that meets the requirements of Sections 163.3177 and 163.3178,

F.S.

(10) “Memorandum of Agreement” is the state contract for transportation disadvantaged services purchased with federal, state or local government transportation disadvantaged funds. This agreement is between the Commission and the Community Transportation Coordinator and recognizes the Community Transportation Coordinator as being responsible for the arrangement of the provision of transportation disadvantaged services for a designated service area.

(11) “Public Transit” means the transporting of people by conveyances or systems of conveyances, traveling on land or water, local or regional in nature, and available for use by the public. Public transit systems may be governmentally or privately owned. Public transit specifically includes those forms of transportation commonly known as “paratransit”.

(12) “Regional Planning Council (RPC)” means the organization created under the provisions of Section 186.504, F.S.

(13) “Reserve Fund” means transportation disadvantaged trust fund monies set aside each budget year to insure adequate cash is available for incoming reimbursement requests when estimated revenues do not materialize.

(14) “State Fiscal Year” means the period from July 1 through June 30 of the following year.

(15) “Transportation Disadvantaged Service Plan” means an annually updated plan jointly developed by the designated official planning agency and the Community Transportation Coordinator which contains a development plan, service plan, and quality assurance components. The plan shall be approved and used by the local Coordinating Board to evaluate the Community Transportation Coordinator.

(16) “Transportation Operator” means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a coordinated transportation development plan.

(17) “Transportation Operator Contract” means a written contract between the Community Transportation Coordinator and the Transportation Operators, as approved by the Commission, that outlines the terms and conditions for any services to be performed.

(18) “Trust Fund” means the Transportation Disadvantaged Trust Fund authorized in Section 427.0159, F.S., and administered by the Commission.

*Rulemaking Authority 427.013(10) FS. Law Implemented 427.011-427.017 FS. History—New 5-2-90, Amended 6-17-92, 1-4-94, 7-11-95, 5-1-96, 10-1-96, 3-10-98, 8-10-09.*

#### **41-2.003 Commission Organization and Personnel.**

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.012 FS. History—New 5-2-90, Amended 6-17-92, 3-10-98, Repealed 7-15-12.*

#### **41-2.005 Member Department Responsibilities.**

(1) Each member department shall affirm its good faith compliance in carrying out the provisions of Section 427.0135, Florida Statutes.

(2) No member department may be selected as a Community Transportation Coordinator.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.0135 FS. History—New 5-2-90, Amended 6-17-92, 6-15-93, 7-11-95, 3-10-98.*

#### **41-2.006 Insurance, Safety Requirements and Standards.**

(1) The Community Transportation Coordinator, shall ensure compliance with the minimum liability insurance requirement of \$100,000 per person and \$200,000 per incident, which are comparable to Section 768.28(5), Florida Statutes, limits, for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. The Community Transportation Coordinator will indemnify and hold harmless the Local, State, and Federal governments and their entities, departments, and the Commission from any liabilities arising out of or due to an accident or negligence on the part of the Community Transportation Coordinator and all Transportation Operators under contract to them.

(2) Each Community Transportation Coordinator, and any Transportation Operators from whom transportation service is purchased with local government, state or federal transportation disadvantaged funds, shall ensure the purchaser that their operations and services are in compliance with the safety requirements as specified in Section 341.061(2)(a), Florida Statutes, and Chapter 14-90, F.A.C.

(3) Each Community Transportation Coordinator, and any Transportation Operators from whom service is purchased or funded by local government, state or federal transportation disadvantaged funds shall assure the purchaser of their continuing compliance

with the applicable state or federal laws relating to drug testing (specifically, Section 112.0455, Florida Statutes; Rule 14-17.012 and Chapters 59A-24 and 60L-19, F.A.C.; and 41 U.S.C. 701; 49 C.F.R., Parts 29 and 382; and 46 C.F.R., Parts 4, 5, 14, and 16).

(4) The Community Transportation Coordinator and any Transportation Operator from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards include:

(a) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;

(b) An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Transportation Disadvantaged Service Plan;

(c) Use of child restraint devices shall be determined locally as to their responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan;

(d) Passenger property that can be carried by the passenger and/or driver in one trip and can safely be 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 assistive devices, or intravenous devices;

(e) Vehicle transfer points shall provide shelter, security, and safety of passengers;

(f) A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The TD Helpline phone number (1(800) 983-2435) shall also be posted inside all vehicles of the coordinated system. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged 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. All rider information/materials (brochures, user's guides, etc.) will include the TD Helpline phone number;

(g) 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;

(h) Interior of all vehicles shall be free from 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;

(i) Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within 7 working days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, in accordance with Section 287.0585, Florida Statutes;

(j) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system;

(k) 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 services 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;

(l) 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 the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle;

(m) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In the door-through-door paratransit service category, the driver shall be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver;

(n) Smoking is prohibited in any vehicle. Requirements for drinking and eating on board the vehicle will be addressed in the local Transportation Disadvantaged Service Plan;

(o) The Community Transportation Coordinator and the local Coordinating Board shall jointly develop a policy on passenger no-shows. Assessing fines to passengers for no-shows is acceptable but such policy and process shall be identified in the local Transportation Disadvantaged Service Plan;

(p) All vehicles 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;

(q) All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible;

(r) First Aid policy shall be determined locally and provided in the local Transportation Disadvantaged Service Plan;

(s) Cardiopulmonary Resuscitation policy shall be determined locally and provided in the local Transportation Disadvantaged Service Plan;

(t) Driver background screening shall be determined locally, dependent upon purchasing agencies' requirements, and provided in the local Transportation Disadvantaged Service Plan;

(u) In areas where fixed route transportation is available, the Community Transportation Coordinator should jointly establish with the Local Coordinating Board (LCB) a percentage of total trips that will be placed on the fixed route system;

(v) The Community Transportation Coordinator should establish and address the passenger pick-up windows in the local Transportation Disadvantaged Service Plan. This policy should also be communicated to contracted operators, drivers, purchasing agencies and passengers;

(w) The Community Transportation Coordinator and the LCB should jointly establish and address the percentage of trips that will be on-time in the local Transportation Disadvantaged Service Plan. This performance measure should be communicated to contracted operators, drivers, purchasing agencies, and passengers. This measure should also be included as a part of the Community Transportation Coordinator's evaluation of its contracted operators, and the LCB's evaluation of the Community Transportation Coordinator;

(x) The Community Transportation Coordinator should establish and address in the local Transportation Disadvantaged Service Plan a minimum 24 hour advanced notification time to obtain services. This policy should be communicated to contracted operators, purchasing agencies and passengers;

(y) The Community Transportation Coordinator and the LCB should jointly establish and address in the service plan a performance measure to evaluate the safety of the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators, and the LCB's evaluation of the Community Transportation Coordinator;

(z) The Community Transportation Coordinator and the LCB should jointly establish and address in the local service plan a performance measure to evaluate the reliability of the vehicles utilized in the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators, and the LCB's evaluation of the Community Transportation Coordinator;

(aa) This performance measure can be used to address the accessibility of the service. The Community Transportation Coordinator and the LCB should jointly determine if a standard for a call hold time is needed in the coordinated system and address this in the local service plan. If determined to be necessary, this standard should be included in the LCB's evaluation of the Community Transportation Coordinator;

(bb) The Community Transportation Coordinator and the LCB should jointly establish and address in the local service plan a performance measure to evaluate the quality of service provided within the coordinated system. The measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators, and the LCB's evaluation of the Community Transportation Coordinator.

*Rulemaking Authority 427.013(9) FS. Law Implemented 287.0585, 427.011(11), 427.013, 427.0155, 427.0157, 768.28 FS. History—New 5-2-90, Amended 6-17-92, 5-1-96, 10-1-96, 3-10-98, 6-3-01, 7-3-03.*

#### **41-2.007 Reporting Requirements.**

(1) Each state agency shall, by September 15 of each year, provide the Commission with an accounting of the actual amount of



funds expended and the total number of trips purchased during the previous fiscal year.

(2) Each Designated Official Planning Agency shall provide to the Commission prior to each state fiscal year, an estimate of all transportation disadvantaged funds anticipated to be available for the upcoming state fiscal year budget. The estimate shall include the following information:

(a) Each local government agency within jurisdiction of the Official Planning Agency shall report an estimate of the direct federal funds and local government transportation disadvantaged funds anticipated to be available through the coordinated system for the upcoming state fiscal year to the Official Planning Agency, and

(b) The Official Planning Agency shall request from each federal government agency within its jurisdiction, an estimate of the direct federal transportation disadvantaged funds anticipated to be available through the coordinated system for the upcoming state fiscal year.

(3) The estimate mentioned in subsection (2) above shall include the following information identified by county:

(a) A brief description of the project or program;

(b) The dollar amount of transportation disadvantaged funds reported by categories of Coordinated, Non-Coordinated, Transportation Alternatives, or Other if applicable; and

(c) The estimated number of one-way passenger trips to be provided reported by categories of Coordinated, Non-Coordinated, Transportation Alternatives, or Other if applicable.

(4) Each Metropolitan Planning Organization or designated official planning agency shall annually compile a report accounting for all local government and direct federal funds for transportation for the disadvantaged expended in its jurisdiction, and forward this report by September 15 to the Commission.

(5) Upon receipt of the state agency and Official Planning Agency combined annual budget estimates, the Commission shall develop and distribute a statewide report outlining the expected expenditures for all transportation disadvantaged services through the coordinated system for the state fiscal year.

(6) Each Community Transportation Coordinator shall by September 15 of each year report required operating statistics to the Commission. The operational statistics will be compiled into a report by the Commission and utilized as a part of the analysis of the Community Transportation Coordinator's performance evaluation and the trip and equipment grant distribution. The Community Transportation Coordinator's report shall be reviewed by the Coordinating Board with a copy provided to the Metropolitan Planning Organization or Designated Official Planning Agency.

(7) Each Community Transportation Coordinator shall utilize the Chart of Accounts defined in the American Association of State Highway and Transportation Officials, Inc., Comprehensive Financial Management Guidelines For Rural and Small Urban Public Transportation Providers, dated September 1992, incorporated herein by reference, for its financial management. A copy of this document may be obtained from the Commission office located at 2740 Centerview Drive, Suite 1A, Tallahassee, Florida 32301. A copy of the document may also be viewed at Comprehensive Financial Management Guidelines on the Commission's website at [www.dot.state.fl.us/ctd/](http://www.dot.state.fl.us/ctd/), Community Transportation Coordinators with existing and equivalent accounting systems will not be required to adopt this Chart of Accounts but will be required to prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

(8) The Commission shall make an annual report to the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 1 of each year. The report will contain a summary of the Commission's accomplishments for the preceding state fiscal year, the most current operational statistics for transportation disadvantaged services, identified unmet needs and a financial status of the Transportation Disadvantaged Trust Fund. Copies of the report will also be made available to member departments, Metropolitan Planning Organizations, Designated Official Planning Agencies and Community Transportation Coordinators, and others upon request.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.012(8), 427.013(3), (7), (8), (9), (12), (13), (16), 427.0135(1), 427.015(1) FS. History—New 5-2-90, Amended 6-17-92, 11-17-92, 1-4-94, 7-11-95, 5-1-96, 3-10-98, 12-6-09, 3-5-13.*

#### **41-2.008 Contractual Arrangements.**

The following contractual arrangements will be required of the Community Transportation Coordinator:

(1) A Memorandum of Agreement will be required and shall be a binding contract between the Commission and a Community Transportation Coordinator. It shall be utilized as the contract recognizing the Community Transportation Coordinator as a State

contract vendor for a designated service area. The format of the Memorandum of Agreement will contain the Commission's minimum requirements and shall be utilized by the Community Transportation Coordinator. The Coordinating Board shall approve the Memorandum of Agreement prior to submittal to the Commission.

(2) Transportation Operator Contract. The Community Transportation Coordinator shall enter into a standard contract, as approved by the Commission, with each Transportation Operator as to specific terms and conditions that apply to each Transportation Operator for services to be performed. The contract shall include the minimum requirements contained in the Memorandum of Agreement and other local requirements for local service delivery. The Community Transportation Coordinator will be responsible for monitoring the terms of the contract.

(3) Coordination Contract. The Community Transportation Coordinator shall enter into a Coordination Contract to show the specific terms and conditions, as outlined in the Memorandum of Agreement with those agencies who receive transportation disadvantaged funds and who, from a total system approach, can perform more effectively and more efficiently their own transportation under those conditions not covered in Rule 41-2.015, F.A.C., herein. The contract shall include the requirements of reporting, insurance, safety, and other terms that apply equally to any transportation operator. The contract also shall include any relative information regarding joint utilization and cost arrangements for the provision of transportation services to and from the coordinator. The Community Transportation Coordinator will be responsible for monitoring the terms of the contract. The contract shall be approved by the Coordinating Board and shall be reviewed annually to determine whether the continuation of said contract arrangement is the most cost effective and efficient utilization that is possible.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.013(10), (15), 427.015(2), 427.0155(7), 427.0157(1) FS. History--New 5-2-90, Amended 6-17-92, 7-11-95, 10-1-96, 3-10-98.*

#### **41-2.009 Designated Official Planning Agency.**

(1) Metropolitan Planning Organizations shall serve as the designated official planning agency in urbanized areas. In areas not covered by a Metropolitan Planning Organization, agencies eligible for selection as Designated Official Planning Agencies include County or City governments, Regional Planning Councils, Metropolitan Planning Organizations from other areas, or Local Planning Organizations who are currently performing planning activities in designated service areas. Eligibility for continued designation by the Commission will be conditioned on the agency's resources, capabilities and actual performance in implementing the responsibilities and requirements of Chapter 427, Florida Statutes.

(2) Metropolitan Planning Organizations and Designated Official Planning Agencies shall include a Transportation Disadvantaged element in their Transportation Improvement Program (TIP). Such element shall include a project and program description, the planned costs and anticipated revenues for the services, identification of the year the project or services are to be undertaken and implemented, and assurances that there has been coordination with local public transit and local government comprehensive planning bodies, including input into the mass transit or other elements of local and regional comprehensive planning activities. Areas not required to develop a federally-required TIP shall report equivalent information in the Transportation Disadvantaged Service Plan.

(3) Each Designated Official Planning Agency shall provide each Coordinating Board with sufficient staff support and resources to enable the Coordinating Board to fulfill its responsibilities. In areas where a Metropolitan Planning Organization or Designated Official Planning Agency serves as the Community Transportation Coordinator and desires to utilize the same staff for the Coordinating Board, such agency shall abstain from any official actions that represent a conflict of interest, specifically in the evaluation process of the Community Transportation Coordinator.

(4) In consultation with the Community Transportation Coordinator and Coordinating Board, each Metropolitan Planning Organization or Designated Official Planning Agency shall develop and annually update, a Transportation Disadvantaged Service Plan. The Transportation Disadvantaged Service Plan shall be developed in a manner which assures that local planning agencies, responsible for preparing comprehensive plans, have the opportunity to review and comment on it, and shall not be inconsistent with applicable local government comprehensive plans, MPO long range comprehensive plans, transit development plans, and other local, regional, and state transportation plans. The Transportation Disadvantaged Service Plan shall be reviewed for final disposition by the Coordinating Board and the Commission.

(5) Consolidate the annual budget estimates of local and directly funded federal government transportation disadvantaged funds and forward to the Commission no later than the beginning of each state fiscal year.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.013(21), 427.015 FS. History--New 5-2-90, Amended 6-17-92, 1-4-94, 3-10-98.*

#### **41-2.010 Selection of Community Transportation Coordinator.**

(1) Designation, selection, or revocation of designation of any Community Transportation Coordinator shall be subject to the approval of the Commission.

(2) Selection of agencies as Community Transportation Coordinators or Transportation Operators may be negotiated without competitive acquisition, upon the recommendation of the Metropolitan Planning Organization or Designated Official Planning Agency that it is in the best interest of the transportation disadvantaged. This includes circumstances such as emergencies, or insufficient competition availability.

(3) Selection of the Community Transportation Coordinator will be accomplished through public competitive bidding or proposals in accordance with applicable laws and rules.

(4) In cases where selection is accomplished by a request for proposal (RFP), the RFP shall, at a minimum, identify the following information:

(a) The scope and nature of the services and coordination required, and a request for the proposer's plan to provide same.

(b) A request that the proposer identify the resources, and accounting system techniques to be used in their audit trail for all services.

(c) A request that the proposer identify their organizational structure and key personnel, their financial capacity, equipment resources, and experience and qualifications, including the most recent financial audit by a certified public accountant in accordance with Section 216.349, Florida Statutes.

(d) A request that the proposer demonstrate the ability to coordinate a multitude of funding and service provisions, in addition to serving the needs of the general public or other transportation disadvantaged.

(e) A request that the proposer identify specific means by which it plans to comply with the provisions of the Americans with Disabilities Act, P.L. 101-336, Chapter 760, Florida Statutes, and any applicable local regulations governing disabled accessibility requirements, access to transportation, and discrimination.

(f) A demonstration by the proposer of plans for the provision of the most economically cost effective, quality services to the transportation disadvantaged, and plans which demonstrate coordination with the public school system, local public transit systems, private sector operators and other governmental agencies that provide services to the transportation disadvantaged within the designated service area.

(g) A demonstration by the proposer of plans to comply with safety requirements as specified in Section 341.061, Florida Statutes.

(h) An indication by the proposer of plans to comply with any state, federal, or local laws relating to drug testing.

(i) A sample Memorandum of Agreement for review by the respondent.

(j) A statement advising proposers of any local resources that exist or are planned that should be recognized in the bidders proposal.

(5) The announcement of the request for proposal shall be published in at least the largest general circulation newspaper in the designated service area and in the Florida Administrative Weekly. The advertised announcement shall include the time, date and place of a public meeting to provide information and answer questions about the request for proposal.

(6) Upon evaluation of the proposals, each Metropolitan Planning Organization or Designated Official Planning Agency, upon consultation with the Coordinating Board, shall recommend to the Commission a Community Transportation Coordinator.

(7) Upon resignation or termination of any Community Transportation Coordinator, the Metropolitan Planning Organization or Designated Official Planning Agency shall complete the recommendation process for a new Community Transportation Coordinator within 90 days after termination date for non-bid Community Transportation Coordinators and within 150 days after termination date for bid/RFP Community Transportation Coordinators. In the absence of these circumstances, the requirements of subsection 41-2.010(8), F.A.C., below shall apply.

(8) In cases of termination of the Community Transportation Coordinator, or in unforeseen emergencies, the Commission shall work with the Metropolitan Planning Organization or Designated Official Planning Agency and the Coordinating Board in an expeditious manner to provide for the continuation of services to the transportation disadvantaged in the designated service area, by providing or arranging the necessary technical assistance.

(9) The utilization of firms defined as minority business enterprises shall be encouraged to the extent possible utilizing the most recent certified minority business listing published by the Florida Department of Management Services.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.013(10), (15), 427.015(2), 427.0155(7), 427.0157 FS. History—New 5-2-90, Amended*

6-17-92, 7-11-95, 10-1-96, 3-10-98, 4-8-01.

#### **41-2.011 Community Transportation Coordinator Powers and Duties.**

(1) Each Community Transportation Coordinator shall be responsible for the short-range operational planning, administration, monitoring, coordination, arrangement, and delivery of transportation disadvantaged services originating within their designated service area on a full-time basis. Local management personnel with day-to-day decision making authority must be physically located in each designated service area, unless otherwise authorized by the Commission.

(2) Where cost effective and efficient, the Community Transportation Coordinator shall subcontract or broker transportation services to Transportation Operators. The Coordinating Board is authorized to recommend approval or disapproval of such contracts to the Community Transportation Coordinator, providing the basis for its recommendation. Within 30 days of its receipt of the Coordinating Board's recommendation, the Community Transportation Coordinator shall accept or reject the recommendation, providing written reasons for its rejection. All Transportation Operator 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 previously approved. Each Community Transportation Coordinator will ensure the terms set forth for monitoring said Transportation Operators and Coordination Contractors are in compliance with standards pursuant to Rule 41-2.006, F.A.C.

(3) Pursuant to the conditions set forth in the Memorandum of Agreement, the Community Transportation Coordinator shall develop, implement, and monitor an approved Transportation Disadvantaged Service Plan. This plan shall be approved by the Coordinating Board and forwarded to the Commission for review and final disposition.

(4) Each Community Transportation Coordinator shall submit a report on operational statistics by September 15, each year to the Commission. A copy should also be provided to the Metropolitan Planning Organization or Designated Official Planning Agency.

(5) The Community Transportation Coordinator shall maximize the utilization of school bus and public transit services in accordance with Section 427.0158, Florida Statutes. Any utilization data shall be included in operational statistics provided to the coordinated system.

(6) In cooperation with the local Coordinating Board, the Community Transportation Coordinator shall review all applications for local government, federal and state transportation disadvantaged funds submitted from or planned for use in their designated service area. If funds are recommended for approval, the Community Transportation Coordinator, in cooperation with the Coordinating Board, will develop and implement cost-effective coordination strategies for their use and integration into the coordinated system.

(7) Funding to support the Community Transportation Coordinator's functions associated with documented coordination activities may be obtained from a coordination fee as part of each trip arranged, from subsidies received or both and upon approval by the Coordinating Board.

(8) Each Community Transportation Coordinator shall be aware of all of the transportation disadvantaged resources available or planned in their designated service area in order to plan, coordinate, and implement the most cost effective transportation disadvantaged transportation system possible under the conditions that exist in the designated service area.

(9) Contractual administration of Community Transportation Coordinators shall be accomplished through a Memorandum of Agreement between the Commission and the Community Transportation Coordinator in accordance with the procedures of the Commission. Transportation services purchased from or arranged by the Community Transportation Coordinator will be billed to purchasing agencies by the Community Transportation Coordinator at the rates identified in the approved Transportation Disadvantaged Service Plan or Coordination Contract and recognize any special conditions as specified by the purchasing agency. Payment for services will be made directly to the Community Transportation Coordinator unless otherwise agreed upon, in writing, by the purchaser and the Community Transportation Coordinator. Other contractual arrangements shall be followed as specified in this rule chapter.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.0155 FS. History—New 5-2-90, Amended 6-17-92, 6-15-93, 7-11-95, 5-1-96, 10-1-96, 3-10-98.*

#### **41-2.012 Coordinating Board Structure and Duties.**

The purpose of the Coordinating Board is to identify local service needs and to provide information, advice, and direction to the

Community Transportation Coordinator on the coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System (FCTS). Each Coordinating Board is recognized as an advisory body to the Commission in its service area. The members of the Coordinating Board shall be appointed by the Metropolitan Planning Organization or the Designated Official Planning Agency. A Coordinating Board shall be appointed in each county. However, when agreed upon in writing, by all Boards of County Commissions in each county to be covered in the service area, multi-county Coordinating Boards may be appointed. The structure and duties of the Coordinating Board shall be as follows:

(1) The Metropolitan Planning Organization or Designated Official Planning Agency shall appoint one elected official to serve as the official chairperson for all Coordinating Board meetings. The appointed chairperson shall be an elected official from the county that the Coordinating Board serves. For a multi-county Coordinating Board, the elected official appointed to serve as Chairperson shall be from one of the counties involved.

(2) The Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Coordinating Board present and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting with the next meeting. In the event of the Chairperson's absence, the Vice-Chairperson shall assume the duties of the Chairperson and conduct the meeting.

(3) In addition to the Chairperson, except for multi-county Coordinating Boards which shall have as a representative an elected official from each county, including the Chairperson, one of whom shall be elected Vice-Chairperson, the following agencies or groups shall be represented on the Coordinating Board, in every county as voting members:

- (a) A local representative of the Florida Department of Transportation;
- (b) A local representative of the Florida Department of Children and Family Services;
- (c) A local representative of the Public Education Community which could include, but not be limited to, a representative of the District School Board, School Board Transportation Office, or Headstart Program in areas where the School District is responsible;
- (d) In areas where they exist, a local representative of the Florida Division of Vocational Rehabilitation or the Division of Blind Services, representing the Department of Education;
- (e) A person recommended by the local Veterans Service Office representing the veterans of the county;
- (f) A person who is recognized by the Florida Association for Community Action (President), representing the economically disadvantaged in the county;
- (g) A person over sixty representing the elderly in the county;
- (h) A person with a disability representing the disabled in the county;
- (i) Two citizen advocate representatives in the county; one who must be a person who uses the transportation service(s) of the system as their primary means of transportation;
- (j) A local representative for children at risk;
- (k) In areas where they exist, the Chairperson or designee of the local Mass Transit or Public Transit System's Board, except in cases where they are also the Community Transportation Coordinator;
- (l) A local representative of the Florida Department of Elderly Affairs;
- (m) An experienced representative of the local private for profit transportation industry. In areas where such representative is not available, a local private non-profit representative will be appointed, except where said representative is also the Community Transportation Coordinator;
- (n) A local representative of the Florida Agency for Health Care Administration;
- (o) A representative of the Regional Workforce Development Board established in Chapter 445, Florida Statutes; and
- (p) A representative of the local medical community, which may include, but not be limited to, kidney dialysis centers, long term care facilities, assisted living facilities, hospitals, local health department or other home and community based services, etc.

(4) Except for the Chairperson, the non-agency members of the Board shall be appointed for three year staggered terms with initial membership being appointed equally for one, two, and three years. The Chairperson shall serve until elected term of office has expired or otherwise replaced by the Designated Official Planning Agency. No employee of a community transportation coordinator shall serve as a voting member of the coordinating board in an area where the community transportation coordinator serves. However, community transportation coordinators and their employees are not prohibited from serving on a coordinating board in an area where they are not the coordinator. However, an elected official serving as Chairperson of the coordinating board, or other governmental employees that are not employed for the purpose of making provisions for transportation and are not directly supervised by the community transportation coordinator shall not be precluded from serving as voting members of the coordinating

board.

(5) The Board shall meet at least quarterly and shall perform the following duties in addition to those duties specifically listed in Section 427.0157, Florida Statutes:

(a) Maintain official meeting minutes, including an attendance roster, reflecting official actions and provide a copy of same to the Commission and the Chairperson of the designated official planning agency.

(b) Annually, provide the Metropolitan Planning Organization or Designated Official Planning Agency with an evaluation of the Community Transportation Coordinator's performance in general and relative to Commission and local standards as referenced in Rule 41-2.006, F.A.C., and the performance results of the most recent Transportation Disadvantaged Service Plan. 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. The Commission shall provide evaluation criteria for the local Coordinating Board to use relative to the performance of the Community Transportation Coordinator. This evaluation will be submitted to the Commission upon approval by the local coordinating board.

(c) Appoint a Grievance Committee to process and investigate complaints, from agencies, users, transportation operators, potential users of the system and the Community Transportation Coordinator in the designated service area, and make recommendations to the Coordinating Board or to the Commission, when local resolution cannot be found, for improvement of service. The Coordinating Board shall establish a process and procedures to provide regular opportunities for issues to be brought before such committee and to address them in a timely manner. Rider brochures or other documents provided to users or potential users of the system shall provide information about the complaint and grievance process including the publishing of the Commission's TD Helpline service when local resolution has not occurred. All materials shall be made available in accessible format, upon request by the citizen. Members appointed to the committee shall be voting members of the Coordinating Board.

(d) All coordinating board members should be trained on and comply with the requirements of Section 112.3143, Florida Statutes, concerning voting conflicts of interest.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.0157 FS. History—New 5-2-90, Amended 6-17-92, 11-16-93, 1-4-94, 7-11-95, 5-1-96, 10-1-96, 3-10-98, 4-8-01, 12-17-02, 7-3-03.*

#### **41-2.013 Transportation Disadvantaged Trust Fund.**

The Commission shall annually evaluate and determine each year's distribution of the Transportation Disadvantaged Trust Fund. Funds available through the Transportation Disadvantaged Trust Fund for non-sponsored transportation services and planning activities shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency. Monitoring of this mandate will be accomplished as needed by the Commission and all agencies funding transportation disadvantaged services. The use of minority-owned businesses is encouraged, utilizing the most recent certified companies published by the Department of Management Services. Funds deposited and appropriated into the Trust Fund will be utilized for:

(1) Commission administrative and operating expenses, including financial assistance, through a grant agreement, to designated official planning agencies to assist the Commission in implementing the program in each local area.

(2) A Grants Program to provide for the funding of non-sponsored trips, including the purchase of capital equipment.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.013, 427.0159, 427.016 FS. History—New 5-2-90, Amended 6-17-92, 1-5-93, 6-26-94, 7-11-95, 3-10-98, 2-20-13.*

#### **41-2.014 Grants Program.**

(1) Eligible Applicants. Grant funds will be allocated annually to the following entities:

(a) Community Transportation Coordinators who have an executed Memorandum of Agreement.

(b) Metropolitan Planning Organizations or Designated Official Planning Agencies approved by the Commission.

(2) Types of Grants.

(a) Trip and Equipment Related. Trip and equipment related grant funds may be used for the provision of non-sponsored transportation disadvantaged services and for the purchase of capital equipment to be used for services provided to the transportation disadvantaged. Capital equipment expenditures will be limited to no more than 25% of the Commission participation and the

required match.

(b) Planning Related. Planning related grant funds may be used by an eligible Metropolitan Planning Organization or Designated Official Planning Agency to assist the Commission in their responsibilities at the local level as identified in Chapter 427, Florida Statutes, including support to the local Coordinating Board.

(3) Match Requirement. Eligible grant recipients for the trip and equipment grants only, must provide at least 10% of the total project cost as a local match. The match must be cash generated from local sources. Voluntary dollar collections do not require a match.

(4) Distribution of Grant Funds. On or about December 15 of each year, the Commission shall allocate a portion identified as the Grants Program of the Transportation Disadvantaged Trust Fund in the following manner:

(a) An annual amount of \$1,372,060 of the Grants Program shall be designated for planning grants to assist the Commission with implementation and maintenance of the program at the local level. Beginning with the 2002/2003 grant cycle, the annual cap will be adjusted by the same percentage increase equivalent to state employees as set by the Legislature.

(b) The voluntary dollar collections will be returned to the county where said funds were collected. The voluntary dollar collections shall be designated for additional trips at the local level.

(c) The remaining portion of funds, except as specified in paragraph 41-2.014(4)(b), F.A.C., will be appropriated for the Grants Program and designated for trip and equipment related grants, subject to limitations of paragraphs 41-2.014(1)(a) and (2)(a), F.A.C.

(5) Distribution of Trip and Equipment Related Grant Funds. Each eligible applicant's allocation will be determined for the county or counties within the designated service area for which the applicant provides coordinated transportation disadvantaged services.

(a) In order to maintain system and service stability, the Commission's Fiscal Year 99/00 Allocation of Trip and Equipment Grant Funds, dated 02/99, incorporated herein by reference, shall be the base allocation for each subsequent year's distribution for trip and equipment related grant funds. No county shall receive less than the base allocation unless the Commission's five year cash-flow forecast falls below the Fiscal Year 99/00 levels allocated to the trip and equipment grant related program.

(b) If the level of funding available for distribution to the trip and equipment grant program falls below the base as stated in paragraph 41-2.014(5)(a), F.A.C., a proportionate adjustment to the base allocation will be made. Such adjustment will be based on the five year cash-flow forecast of the Commission, and each county's share of the Fiscal Year 99/00 trip and equipment related grant allocation.

(c) Allocation of additional trip and equipment grant funds above the amount used in the base allocation will be allocated to eligible applicants based on a comparative ranking of all eligible applicants in each of the following four categories:

1. The applicant's total county area in square miles as a percentage of the total square miles of all eligible applicants.
2. Total system passenger trips provided as a percentage of all eligible applicant trips reported.
3. Total system vehicle miles traveled as a percentage of all eligible applicants vehicle miles traveled and reported.
4. Total county population as a percentage of the total population of all eligible applicants.

(d) Each category will represent one fourth of the trip related grant funds.

(e) The latest required operational statistics report which is submitted by September 15 of each year will be used for obtaining the applicant's coordinated vehicle miles and coordinated passenger trips data. For purpose of this section, coordinated vehicle miles or passenger trips shall not include those services provided through an approved transportation alternative.

(6) Distribution of Planning Related Grants. Planning related grant funds will be apportioned for distribution to the planning agencies as follows:

(a) 25% of the planning allocation shall be divided into shares equal to the percentage of population each county has relative to the total state population, with each planning agency receiving a share for each county within its jurisdiction;

(b) 75% of the planning allocation shall be divided into shares equal to the number of counties throughout the state, with each planning agency receiving no more than one share for each county within its jurisdiction. Eligible applicants not requiring the total amount of funding available may recommend to the Coordinating Board that any excess funds be allocated to the Community Transportation Coordinator for additional non-sponsored trip needs. The Commission shall reallocate any eligible excess funds to that particular county or service area's normal allocation. A local cash match of at least 10% shall be required to obtain this additional allocation.

(7) All grant applicants will provide their request for funds to the Commission no later than October 1 each year, unless otherwise approved by the Commission.

(8) Prioritization of Non-sponsored Transportation Services. The Community Transportation Coordinator, with approval of the Coordinating Board, shall have the authority to prioritize trips for non-sponsored transportation disadvantaged services which are purchased with Transportation Disadvantaged Trust Funds. Any prioritization of trips or eligibility criteria which is developed shall consider all of the following criteria:

- (a) Cost Effectiveness and Efficiency.
- (b) Purpose of Trip.
- (c) Unmet Needs.
- (d) Available Resources.

*Rulemaking Authority 427.013(9), 427.013(10) FS. Law Implemented 427.013, 427.0159, 427.016 FS. History--New 5-2-90, Amended 6-17-92, 7-21-93, 6-26-94, 10-1-96, 3-10-98, Amended 1-13-04.*

#### **41-2.015 Expenditure of Local Government, State, and Federal Funds for the Transportation Disadvantaged.**

(1) Any agency purchasing transportation services or providing transportation funding for the transportation disadvantaged with transportation disadvantaged funds shall expend all transportation disadvantaged funds through a contractual arrangement with the community transportation coordinator or an approved coordination provider except as provided in subsections (2) and (3) below.

(2) When it is better suited to the unique and diverse needs of a transportation disadvantaged person, the sponsoring agency may purchase or provide transportation by utilizing the following alternatives:

- (a) Privately owned vehicle of an agency volunteer or employee;
- (b) State owned vehicles;
- (c) Privately owned vehicle of a family member or custodian;
- (d) Common carriers, such as commercial airlines or bus; and
- (e) Emergency medical vehicles.

(3) The sponsoring agency may utilize other modes of transportation when the community transportation coordinator determines it is unable to provide or arrange the required service. Information pertaining to these denials for service shall be reported by the community transportation coordinator on a quarterly basis or more frequently as specified by the local coordinating board.

(4) All agency applications for transportation disadvantaged operating and capital assistance funds beyond those identified in the normal state legislative budget process shall be made available to the Coordinating Board for such review.

(5) The Commission shall request all funding requests containing a transportation disadvantaged fund component from the Florida State Clearinghouse. Said funding request shall be reviewed by the Commission. The Commission will respond when there are funding requests that conflict with the intent and provisions of Chapter 427, Florida Statutes, and the rules thereof.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.013(16), 427.016 FS. History--New 5-2-90, Amended 6-17-92, 7-11-95, 3-10-98.*

#### **41-2.016 Accessibility.**

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.013(4) FS. History--New 5-2-90, Amended 6-17-92, Repealed 7-15-12.*

##### **41-2.0161 Program Monitoring of Performance.**

(1) The Commission shall develop and update annually performance goals to accomplish the intent of the legislation and rule.

(2) The Commission will utilize approved performance goals and standards to monitor and evaluate program results including, but not limited to, coordination, costs of services, and accessibility. Such standards are referenced in Rule 41-2.006, F.A.C.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.013 FS. History--New 6-17-92, Amended 5-1-96.*

##### **41-2.0162 Chronological Listing of Report Dates.**

The following reports are listed in chronological order by due date and the recipient of the report:

- (1) January 1 – Commission Annual Report due to Governor and Legislature.
- (2) September 15 – Annual Operating Report of Community Transportation Coordinator due to Commission.
- (3) September 15 – Transportation Improvement Programs in urbanized areas due to Commission.
- (4) September 15 – Annual report of the actual amount of funds expended and trips purchased due from each state agency.
- (5) September 15 – Annual report accounting for all local government and direct federal funds for transportation for the



disadvantaged expended in its jurisdiction due from each designated official planning agency or metropolitan planning organization.

*Rulemaking Authority 427.013(9) FS. Law Implemented 427.013, 427.0135, 427.015, 427.0155, 427.016 FS. History—New 6-17-92, Amended 6-15-93, 1-4-94, 7-11-95, 5-1-96, 3-10-98, 8-10-09.*

## Preliminary Information Worksheet

Version 1.4

**CTC Name:**  
**County** (Service Area):  
**Contact Person:**  
**Phone #**


Check Applicable Characteristic:

**ORGANIZATIONAL TYPE:**

- ☐ Governmental
- ☐ Private Non-Profit
- ☒ Private For Profit

**NETWORK TYPE:**

- ☒ Fully Brokered
- ☐ Partially Brokered
- ☐ Sole Source

***Once completed, proceed to the Worksheet entitled  
"Comprehensive Budget"***

# Comprehensive Budget Worksheet

Version 1.4

CTC: 0

County: 0

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from July 1st of 2014 to June 30th of 2015	Current Year's APPROVED Budget, as amended from July 1st of 2015 to June 30th of 2016	Upcoming Year's PROPOSED Budget from July 1st of 2016 to June 30th of 2017	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

## REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)

### Local Non-Govt

Farebox						
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services						
Other						
Bus Pass Program Revenue						

### Local Government

District School Board						
Compl. ADA Services						
County Cash						
County In-Kind, Contributed Services						
City Cash						
City In-Kind, Contributed Services						
Other Cash						
Other In-Kind, Contributed Services						
Bus Pass Program Revenue						

### CTD

Non-Spons. Trip Program						
Non-Spons. Capital Equipment						
Rural Capital Equipment						
Other TD (specify in explanation)						
Bus Pass Program Revenue						

### USDOT & FDOT

49 USC 5307						
49 USC 5310						
49 USC 5311 (Operating)						
49 USC 5311(Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
Bus Pass Program Revenue						

### AHCA

Medicaid						
Other AHCA (specify in explanation)						
Bus Pass Program Revenue						

### DCF

Alcohol, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
Bus Pass Program Revenue						

### DOH

Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
Bus Pass Program Revenue						

### DOE (state)

Carl Perkins						
Div of Blind Services						
Vocational Rehabilitation						
Day Care Programs						
Other DOE (specify in explanation)						
Bus Pass Program Revenue						

### AWI

WAGES/Workforce Board						
Other AWI (specify in explanation)						
Bus Pass Program Revenue						

### DOEA

Older Americans Act						
Community Care for Elderly						
Other DOEA (specify in explanation)						
Bus Pass Program Revenue						

### DCA

Community Services						
Other DCA (specify in explanation)						
Bus Pass Admin. Revenue						



# Comprehensive Budget Worksheet

Version 1.4

CTC: 0  
County: 0

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from July 1st of 2014 to June 30th of 2015	Current Year's APPROVED Budget, as amended from July 1st of 2015 to June 30th of 2016	Upcoming Year's PROPOSED Budget from July 1st of 2016 to June 30th of 2017	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

## APD

Office of Disability Determination  
Developmental Services  
Other APD (specify in explanation)  
Bus Pass Program Revenue

## DJJ

(specify in explanation)  
Bus Pass Program Revenue

## Other Fed or State

xxx  
xxx  
xxx  
Bus Pass Program Revenue

## Other Revenues

Interest Earnings  
xxxx  
xxxx  
Bus Pass Program Revenue

## Balancing Revenue to Prevent Deficit

Actual or Planned Use of Cash Reserve

Balancing Revenue is Short By = None None  
Total Revenues = \$0 \$0 \$0

## EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!)

### Operating Expenditures

Labor  
Fringe Benefits  
Services  
Materials and Supplies  
Utilities  
Casualty and Liability  
Taxes  
Purchased Transportation:  
Purchased Bus Pass Expenses  
School Bus Utilization Expenses  
Contracted Transportation Services  
Other  
Miscellaneous  
Operating Debt Service - Principal & Interest  
Leases and Rentals  
Contrib. to Capital Equip. Replacement Fund  
In-Kind, Contributed Services  
Allocated Indirect

### Capital Expenditures

Equip. Purchases with Grant Funds  
Equip. Purchases with Local Revenue  
Equip. Purchases with Rate Generated Rev.  
Capital Debt Service - Principal & Interest

### PROFIT

Total Expenditures = \$0 \$0 \$0

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"

# Comprehensive Budget Worksheet

Version 1.4

CTC: 0  
County: 0

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from July 1st of 2014 to June 30th of 2015	Current Year's APPROVED Budget, as amended from July 1st of 2015 to June 30th of 2016	Upcoming Year's PROPOSED Budget from July 1st of 2016 to June 30th of 2017	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

# Budgeted Rate Base Worksheet

Version 1.4

CTC: 0

County: 0

1. Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
2. Complete applicable **GOLD** cells in column and 5

Upcoming Year's BUDGETED Revenues	
from	
July 1st of	
2016	
to	
June 30th of	
2017	
1	2

What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue EXCLUDED from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
3	4	5

## REVENUES (CTC/Operators ONLY)

### Local Non-Govt

Farebox	\$ -
Medicaid Co-Pay Received	\$ -
Donations/ Contributions	\$ -
In-Kind, Contributed Services	\$ -
Other	\$ -
Bus Pass Program Revenue	\$ -

### Local Government

District School Board	\$ -
Compl. ADA Services	\$ -
County Cash	\$ -
County In-Kind, Contributed Services	\$ -
City Cash	\$ -
City In-Kind, Contributed Services	\$ -
Other Cash	\$ -
Other In-Kind, Contributed Services	\$ -
Bus Pass Program Revenue	\$ -

### CTD

Non-Spons. Trip Program	\$ -
Non-Spons. Capital Equipment	\$ -
Rural Capital Equipment	\$ -
Other TD	\$ -
Bus Pass Program Revenue	\$ -

### USDOT & FDOT

49 USC 5307	\$ -
49 USC 5310	\$ -
49 USC 5311 (Operating)	\$ -
49 USC 5311(Capital)	\$ -
Block Grant	\$ -
Service Development	\$ -
Commuter Assistance	\$ -
Other DOT	\$ -
Bus Pass Program Revenue	\$ -

### AHCA

Medicaid	\$ -
Other AHCA	\$ -
Bus Pass Program Revenue	\$ -

### DCF

Alcohol, Drug & Mental Health	\$ -
Family Safety & Preservation	\$ -
Comm. Care Dis./Aging & Adult Serv.	\$ -
Other DCF	\$ -
Bus Pass Program Revenue	\$ -

### DOH

Children Medical Services	\$ -
County Public Health	\$ -
Other DOH	\$ -
Bus Pass Program Revenue	\$ -

### DOE (state)

Carl Perkins	\$ -
Div of Blind Services	\$ -
Vocational Rehabilitation	\$ -
Day Care Programs	\$ -
Other DOE	\$ -
Bus Pass Program Revenue	\$ -

### AWI

WAGES/Workforce Board	\$ -
AWI	\$ -
Bus Pass Program Revenue	\$ -

### DOEA

Older Americans Act	\$ -
Community Care for Elderly	\$ -
Other DOEA	\$ -
Bus Pass Program Revenue	\$ -

### DCA

Community Services	\$ -
Other DCA	\$ -
Bus Pass Program Revenue	\$ -

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**YELLOW** cells  
are **NEVER** Generated by Applying Authorized Rates

**BLUE** cells  
Should be funds generated by rates in this spreadsheet

**GREEN** cells  
**MAY BE** Revenue Generated by Applying  
Authorized Rate per Mile/Trip Charges

Fill in that portion of budgeted revenue in Column 2 that will be **GENERATED** through the application of authorized per mile, per trip, or combination per trip plus per mile rates. Also, include the amount of funds that are Earmarked as local match for Transportation Services and **NOT** Capital Equipment purchases.

If the Farebox Revenues are used as a source of Local Match Dollars, then identify the appropriate amount of Farebox Revenue that represents the portion of Local Match required on any state or federal grants. This does not mean that Farebox is the only source for Local Match.

Please review all Grant Applications and Agreements containing State and/or Federal funds for the proper Match Requirement levels and allowed sources.

### GOLD cells

Fill in that portion of Budgeted Rate Subsidy Revenue in Column 4 that will come from Funds Earmarked by the Funding Source for Purchasing Capital Equipment. Also include the portion of Local Funds earmarked as Match related to the **Purchase of Capital Equipment** if a match amount is required by the Funding Source.

local match req.

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# Budgeted Rate Base Worksheet

Version 1.4

CTC: 0

County: 0

1. Complete applicable GREEN cells in column 3; YELLOW and BLUE cells are automatically completed in column 3
2. Complete applicable GOLD cells in column and 5

Upcoming Year's BUDGETED Revenues		What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue EXCLUDED from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
from July 1st of 2016 to June 30th of 2017		3	4	5
1	2			
<b>APD</b>				
Office of Disability Determination	\$ -	\$ -	\$ -	
Developmental Services	\$ -	\$ -	\$ -	
Other APD	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
<b>DJJ</b>				
DJJ	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
<b>Other Fed or State</b>				
xxx	\$ -	\$ -	\$ -	
xxx	\$ -	\$ -	\$ -	
xxx	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
<b>Other Revenues</b>				
Interest Earnings	\$ -	\$ -	\$ -	
xxxx	\$ -	\$ -	\$ -	
xxxx	\$ -	\$ -	\$ -	
Bus Pass Program Revenue	\$ -	\$ -	\$ -	
<b>Balancing Revenue to Prevent Deficit</b>				
Actual or Planned Use of Cash Reserve	\$ -	\$ -	\$ -	
<b>Total Revenues =</b>	\$ -	\$ -	\$ -	\$ -

EXPENDITURES (CTC/Operators ONLY)	
<b>Operating Expenditures</b>	
Labor	\$ -
Fringe Benefits	\$ -
Services	\$ -
Materials and Supplies	\$ -
Utilities	\$ -
Casualty and Liability	\$ -
Taxes	\$ -
<b>Purchased Transportation:</b>	
Purchased Bus Pass Expenses	\$ -
School Bus Utilization Expenses	\$ -
Contracted Transportation Services	\$ -
Other	\$ -
Miscellaneous	\$ -
Operating Debt Service - Principal & Interest	\$ -
Leases and Rentals	\$ -
Contrib. to Capital Equip. Replacement Fund	\$ -
In-Kind, Contributed Services	\$ -
Allocated Indirect	\$ -
<b>Capital Expenditures</b>	
Equip. Purchases with Grant Funds	\$ -
Equip. Purchases with Local Revenue	\$ -
Equip. Purchases with Rate Generated Rev.	\$ -
Capital Debt Service - Principal & Interest	\$ -
<b>PROFIT</b>	\$ -
<b>Total Expenditures =</b>	\$ -
minus EXCLUDED Subsidy Revenue =	\$ -
<b>Budgeted Total Expenditures INCLUDED in Rate Base =</b>	\$ -
Rate Base Adjustment <sup>1</sup> =	
<b>Adjusted Expenditures Included in Rate Base =</b>	\$ -

\$ -  
Amount of Budgeted Operating Rate Subsidy Revenue

## <sup>1</sup>Rate Base Adjustment Cell

If necessary and justified, this cell is where you could optionally adjust proposed service rates up or down to adjust for program revenue (or unapproved profit), or losses from the Actual period shown at the bottom of the Comprehensive Budget Sheet. This is not the only acceptable location or method of reconciling for excess gains or losses. If allowed by the respective funding sources, excess gains may also be adjusted by providing system subsidy revenue or by the purchase of additional trips in a period following the Actual period. If such an adjustment has been made, provide notation in the respective explanation area of the Comprehensive Budget tab.

<sup>1</sup> The Difference between Expenses and Revenues for Fiscal Year:

2014 - 2015

Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"

## Worksheet for Program-wide Rates

CTC: 0

Version 1.4

County: 0

1. Complete Total Projected Passenger Miles and ONE-WAY Passenger Trips (GREEN cells) below

Do **NOT** include trips or miles related to Coordination Contractors!

Do **NOT** include School Board trips or miles UNLESS.....

**INCLUDE** all ONE-WAY passenger trips and passenger miles related to services you purchased from your transportation operators!

Do **NOT** include trips or miles for services provided to the general public/private pay UNLESS..

Do **NOT** include escort activity as passenger trips or passenger miles unless charged the full rate for service!

Do **NOT** include fixed route bus program trips or passenger miles!

### PROGRAM-WIDE RATES

Total Projected Passenger Miles =

Rate Per Passenger Mile =

Total Projected Passenger Trips =

Rate Per Passenger Trip =

Fiscal Year

2016 - 2017

Avg. Passenger Trip Length = ##### Miles

### Rates If No Revenue Funds Were Identified As Subsidy Funds

Rate Per Passenger Mile = \$ -

Rate Per Passenger Trip = \$ -

Once Completed, Proceed to the Worksheet entitled "Multiple Service Rates"

#### Vehicle Miles

The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

#### Vehicle Revenue Miles (VRM)

The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

Deadhead

Operator training, and

Vehicle maintenance testing, as well as

School bus and charter services.

#### Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.



## Worksheet for Multiple Service Rates

CTC: 0  
County: 0

Version 1.4

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

### SECTION I: Services Provided

1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?.....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input type="radio"/> Yes
<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No	<input checked="" type="radio"/> No
Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	Go to Section II for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

### SECTION II: Contracted Services

1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input type="radio"/> Yes
<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No	<input checked="" type="radio"/> No
Answer # 2 for Ambulatory Service	Answer # 2 for Wheelchair Service	Answer # 2 for Stretcher Service	Do Not Complete Section II for Group Service

2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?....

<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes
<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No

3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service?  
How many of the total projected Passenger Miles relate to the contracted service?  
How many of the total projected passenger trips relate to the contracted service?

Ambulatory	Wheelchair	Stretcher	Group
Leave Blank	Leave Blank	Leave Blank	Do NOT Complete Section II for Group Service

Effective Rate for Contracted Services:  
per Passenger Mile =  
per Passenger Trip =

Ambulatory	Wheelchair	Stretcher	Group
Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service

4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above)  
Rate per Passenger Mile for Balance =

Combination Trip and Mile Rate			
Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	Leave Blank and Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service

## Worksheet for Multiple Service Rates

CTC: 0  
County: 0  
Version 1.4

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

### SECTION III: Escort Service

1. Do you want to charge all escorts a fee? ☐ Yes ☒ No  
Skip #2 - 4 and Section IV and Go to Section V
2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR ☐ Pass. Trip ☐ Pass. Mile per passenger mile? ☐ Pass. Trip ☐ Pass. Mile Leave Blank
3. If you answered Yes to #1 and completed #2, for how many of the projected Passenger Trips / Passenger Miles will a passenger be accompanied by an escort?  Leave Blank
4. How much will you charge each escort?  Leave Blank

### SECTION IV: Group Service Loading

1. If the message "You Must Complete This Section" appears to the right, what is the projected total number of Group Service Passenger Miles? (otherwise leave blank)  Do NOT Complete Section IV  
Loading Rate 0.00 to 1.00  
..... And what is the projected total number of Group Vehicle Revenue Miles?

### SECTION V: Rate Calculations for Multiple Services:

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically

\* Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles

and trips for contracted services IF the rates were calculated in the Section II above

\* Be sure to leave the service BLANK if you answered NO in Section I or YES to question #2 in Section II

		RATES FOR FY: 2016 - 2017				
		Ambul	Wheel Chair	Stretcher	Group	
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	0	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Leave Blank 0
Rate per Passenger Mile =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						per passenger per group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	0	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Leave Blank
Rate per Passenger Trip =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						per passenger per group
2. If you answered #1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,...		Combination Trip and Mile Rate				
		Ambul	Wheel Chair	Stretcher	Group	
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Leave Blank \$0.00
Rate per Passenger Mile for Balance =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						per passenger per group

		Rates If No Revenue Funds Were Identified As Subsidy Funds				
		Ambul	Wheel Chair	Stretcher	Group	
Rate per Passenger Mile =		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
						per passenger per group
Rate per Passenger Trip =		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
						per passenger per group
		Program These Rates into Your Medicaid Encounter Data				

Contract # \_\_\_\_\_

Effective: \_\_\_\_\_ to \_\_\_\_\_

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

---

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

\_\_\_\_\_ county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

- I. The Coordinator Shall:
  - A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.
  - B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.
  - C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.
  - D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.



E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.
2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.
3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.
4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.
5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.
  3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.
  4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.
- H. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and
  2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of \$1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

- J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- K. Protect Civil Rights by:
1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.
  2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
1. 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 the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
  2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
  3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
  4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. 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 assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged 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.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from 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.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services 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.
11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.



12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

II. The Commission Shall:

- A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.
- B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

- A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.
- C. Termination Conditions:
  1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
  2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.
- D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.
- E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450**. The representative/position of the Coordinator responsible for administration of the program under this Agreement is:

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In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on \_\_\_\_\_.

---

Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION  
COORDINATOR:

STATE OF FLORIDA, COMMISSION FOR  
THE TRANSPORTATION DISADVANTAGED:

---

Agency Name

---

Typed Name of Authorized Individual

---

Typed Name of Authorized Individual

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

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

Title: Executive Director

Title: \_\_\_\_\_

# ESCAMBIA COUNTY



## TRANSPORTATION DISADVANTAGED SERVICE PLAN

*(THE COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN)*



FY 2015 – 2019

FY 2016/17 ANNUAL UPDATE

Adopted May 24, 2016

## *Coordinator*



Escambia County Board of County Commissioners  
Public Works Department, Trans & Traffic Ops Division  
Donald A. Christian III  
3363 West Park Place  
Pensacola, FL 32505  
Phone: 850.595.3436  
[dachrist@co.escambia.fl.us](mailto:dachrist@co.escambia.fl.us)

## *LCB Chairperson*

Commissioner Lumon May, Chair  
Escambia County Local Coordinating Board (LCB)

## *Planning Agency*



Staff to TPO

West Florida Regional Planning Council:  
Florida-Alabama TPO and Local Coordinating Board Staff  
Howard Vanselow, Regional Planner  
Email: [howard.vanselow@wfrpc.org](mailto:howard.vanselow@wfrpc.org)  
Dorothy McKenzie, Administrative Professional  
Post Office Box 11399  
Pensacola, FL 32524-1399  
Phone: 850.332.7976 / Fax: 850.637.1923  
Website: [www.wfrpc.org](http://www.wfrpc.org)

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## COORDINATING BOARD MEMBERSHIP CERTIFICATION

Escambia County, Florida

Name: Florida-Alabama Transportation Planning Organization      Address: P. O. Box 11399, Pensacola, FL 32524-1399

The Metropolitan Planning Organization named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, 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.

REPRESENTATION	MEMBER'S NAME	ALTERNATE'S NAME	TERM
(1) Chair (Elected Official)	Lumon May		
(2) Florida Department of Transportation	Kathy Rudd	Vanessa Strickland	
(3) Department of Children and Families	Phyllis Gonzalez	Susan King	
(4) Local Public Education	Traci Kent	David Authement	
(5) Florida Department of Education	Tawana Gilbert	Bob Guyton	
(6) Veteran Services	Mark Brooks	Aleshia Hall	
(7) Community Action	David Powell	Monique Addison	
(8) Elderly	John Clark	Ann Brown	2015-2018
(9) Disabled	Warren Jernigan	Frank Cherry	2015-2018
(10) Citizen Advocate/User	Don Risavy	Cynthia Barnes	2016-2019
(11) Citizen Advocate	Sarah Johnson	Barbara Mayall	2015-2018
(12) Children at Risk	Bruce Watson	Holly Stratton	
(13) Mass/Public Transit	N/A	N/A	
(14) Department of Elder Affairs	Gwendolyn Rhodes	Voncile Goldsmith	
(15) Private Transportation Industry	Karen Locklear		2015-2018
(16) Agency for Health Care Administration	John Vinski	Provider Unit Staff	
(17) Local Medical Community	Cheryl Henrichs	Wendy Perry	2015-2018
(18) Workforce Development Board	Brett Rowell	Katherine Karshna	

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ESCAMBIA Member Certification 2016-2017

## Local Coordinating Board – Roll Call Vote

The Local Coordinating Board for **Escambia County** hereby certifies that an annual evaluation of the Community Transportation Coordinator, **Escambia County**, was conducted consistent with the policies of the Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This **Escambia County Transportation Disadvantaged Service Plan** annual update was reviewed and approved by this Board at an official meeting held on **May 24, 2016**.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lumon May, Chair

Approved by the Commission for the Transportation Disadvantaged:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

### Escambia County Transportation Disadvantaged Service Plan Local Coordinating Board for Escambia County – Roll Call Vote

Representation	Member	Meeting Attendance		Approval Vote		
		Present	Absent	Yes	No	Abstain
Elected Official - Chair	Lumon May	X		X		
Elderly	Ann Brown	X		X		
Disabled	Warren Jernigan	X		X		
Citizen Advocate	Sarah Johnson	X		X		
Citizen Advocate/User	Don Risavy		X			
Veteran Services	Mark Brooks	X		X		
Community Action (Econ Disadv)	David Powell		X			
Local Public Education	Traci Kent	X		X		
FDOT	Kathy Rudd		X			
FL Dept of Children & Families	Susan King	X		X		
FL Dept of Education	Michael Whitehead	X		X		
FL Dept of Elder Affairs	Gwendolyn Rhodes	X		X		
FL AHCA (Medicaid)	John Vinski	X		X		
Children At Risk	Bruce Watson	X		X		
Private Trans Industry	Karen Locklear		X			
Local Medical Community	Cheryl Henrichs	X		X		
Workforce Dev Board	Brett Rowell	X		X		



## Local Coordinating Board – Roll Call Vote

The Local Coordinating Board for **Escambia County** hereby certifies that an annual evaluation of the Community Transportation Coordinator, **Escambia County**, was conducted consistent with the policies of the Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. This **Escambia County Transportation Disadvantaged Service Plan** annual update was reviewed and approved by this Board at an official meeting held on May 24, 2016 **and the rates were amended at a special meeting held on June 21, 2016.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lumon May, Chair

Approved by the Commission for the Transportation Disadvantaged:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

### Escambia County Transportation Disadvantaged Service Plan Local Coordinating Board for Escambia County – Roll Call Vote for June 21, 2016

Representation	Member	Meeting Attendance		Approval Vote		
		Present	Absent	Yes	No	Abstain
Elected Official - Chair	Lumon May	X		X		
Elderly	John Clark	X		X		
Disabled	Warren Jernigan	X		X		
Citizen Advocate	Sarah Johnson	X		X		
Citizen Advocate/User	Don Risavy	X		X		
Veteran Services	Mark Brooks	X		X		
Community Action (Econ Disadv)	David Powell		X			
Local Public Education	Daniel Authement	X		X		
FDOT	Kathy Rudd		X			
FL Dept of Children & Families	Phyllis Gonzalez		X			
FL Dept of Education	Tawana Gilbert		X			
FL Dept of Elder Affairs	Gwendolyn Rhodes	X		X		
FL AHCA (Medicaid)	John Vinski		X			
Children At Risk	Holly Stratton	X		Did not vote - was in the audience		
Private Trans Industry	Karen Locklear		X			
Local Medical Community	Cheryl Henrichs	X		X		
Workforce Dev Board	Brett Rowell	X		X		

# General Information

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The Transportation Disadvantaged Service Plan is an annually updated tactical plan jointly developed by the Planning Agency (West Florida Regional Planning Council) and the Community Transportation Coordinator (CTC), which contains development, service, and quality assurance components. The Local Coordinating Board reviews and approves the Service Plan and it is submitted to the Commission for the Transportation Disadvantaged for final action.

The Federal Transit Administration modified several of its circulars for funding assistance in support of the federal Safe Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Beginning in fiscal year 2007, projects selected for funding under the Elderly Individuals and individuals with Disabilities, Job Access and Reverse Commute (JARC), and New Freedom program must be derived from a Coordinated Public Transit-Human Services Transportation Plan. These projects should be identified within the Needs Assessment and Goals, Objectives and Strategies sections of the Development Plan. The plan must be developed through a process that includes representatives of public, private, and non-profit transportation and human service providers and participation by the public. Florida's Transportation Disadvantaged Service Plan is developed through the input of Local Coordinating Boards whose membership includes citizens, public transportation, and human service providers. In addition to being a statutory requirement of Chapter 427, the Transportation Disadvantaged Service Plan may also be used to satisfy this federal requirement.

Through the guidance and support of the Coordinating Board, both the development and service components should complement each other. The Local Coordinating Board plays an important role in the support, advisement, monitoring, and evaluation of the Coordinator based on the approved Transportation Disadvantaged Service Plan. Through the Local Coordinating Board's involvement in the review and approval of the plan, the Coordinating Board is able to guide and support the Coordinator in implementing coordination efforts and locally developed service standards that are consistent with the needs and resources of the community.

A Transportation Disadvantaged Service Plan must be developed and maintained for each service area as recognized by the Commission. An initial Transportation Disadvantaged Service Plan is due within 120 calendar days after the execution of the initial Memorandum of Agreement. The Service Plan will cover a five-year period, with annual updates for years two through five, due prior to July 1 of each subsequent year. The development and submission of the Service Plan and annual updates are the responsibility of the Coordinator, the Planning Agency, and the Local Coordinating Board. **In order to prevent any loss of funding, it is critical that the plan and updates are submitted timely.**

The Planning Agency is responsible for ensuring that the Transportation Disadvantaged Service Plan is completed, approved and signed by the Local Coordinating Board.

A copy of the Transportation Disadvantaged Service Plan will be furnished to the Community Transportation Coordinator and the Planning Agency after it has been executed by the Commission.

The general information provided in this section is from the Florida Commission for the Transportation Disadvantaged Instruction Manual for the Memorandum of Agreement and the Transportation Disadvantaged Service Plan 2007/2008, Rev. November 2007).

According to Florida Statutes [ss 427.011(1)], Transportation Disadvantaged (TD) persons are defined as “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, shopping, social activities, or children who are handicapped or high-risk or at risk as defined in s. 411.202.”

The primary goal of community transportation is to provide people with access to places for work, medical care, and shopping so that they can live vital, productive and rewarding lives. It is easy to take such access for granted in our society, yet the lack of transportation resources is a major barrier for many people who are unable to drive or do not have access to a car and must depend on friends or family to help them meet their basic daily needs. The inability to travel often leads to isolation, withdrawal from society and neglect of medical needs.

The Escambia County Transportation Disadvantaged Service Plan (TDSP) addresses the needs of elderly, disabled or economically disadvantaged people in Escambia County and reflects a careful review of various data, travel patterns, policies, agency responsibilities and funding to define a five-year detailed implementation plan (which is updated annually) to help meet those needs.

The TDSP is comprised of three parts:

**Development Plan** – identifies long term goals and objectives for the local program based on data provided. The goals and objectives offer accountability and opportunities to implement strategies to address the needs and gaps of local transportation for the disadvantaged.

**Service Plan** – identifies the operational and administrative structure as it exists today.

**Quality Assurance** – describes the methods utilized to evaluate the services provided by the Community Transportation Coordinator (CTC), transportation providers, and the Planning Agency. This section also discusses the local service standards established by the coordinating board that are used to monitor and evaluate the effectiveness of the system.

The TDSP is developed in accordance with Florida Law and Title VI of the Civil Rights Act of 1964, which prohibits discrimination in public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

# Development Plan

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## **INTRODUCTION TO THE SERVICE AREA**

The preparation and development of a Transportation Disadvantaged Service Plan (TDSP) provides agencies, coordinators, planners and citizens with a blueprint for coordinated service, a framework for service performance evaluation and a means to project vision in the transportation disadvantaged services for the future. A strategic approach has been used to develop this TDSP. First, an evaluation of the current strengths and weaknesses of the service area is accomplished. This includes compiling a database of demographics and existing conditions, and reviewing TD related plans and service providers. This will answer the question: Where are we? Secondly, there is an in-depth assessment of the goals and objectives, which will provide direction and answer the question: Where do we go from here? This is accomplished by reviewing the supply and demand of services and funding provided. An evaluation of existing services versus TD needs and demands is undertaken using a transportation service supply and condition approach. Thirdly, we answer the question: How do we get where we want to go from where we are? This is accomplished by developing a plan to achieve the service area's goals while building on the strengths and eliminating the weaknesses.

### **Background of the Transportation Disadvantaged Program**

The State of Florida is a recognized leader of providing coordinated human services transportation for individuals that are transportation disadvantaged. In 1989, a major commitment to mobility in the State of Florida was formalized when the legislature revised Chapter 427 Florida Statutes (F.S.) creating the Florida Coordinated Transportation System (FCTS) and a dedicated funding source. The FCTS includes the Commission for the Transportation Disadvantaged (CTD); Designated Official Planning Agencies (DOPA); Community Transportation Coordinators (CTC); Local Coordinating Boards (LCB); Transportation Operators (TO); purchasing and funding agencies/entities; and most importantly, those in need, the Transportation Disadvantaged (TD). Chapter 427 defines TD persons as those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation. The legislation also includes children who are "high-risk" or "at-risk" of developmental disabilities.

### **Community Transportation Coordinator Designation Date/History**

From October 1988 to April 1990, coordinated transportation was provided in Escambia County by CTS Management Company, using a fleet of fifteen County owned vehicles. Approximately 441,280 vehicle miles of service were provided from October 1988 to December 1989.

In April 1990, CTS discontinued operation in Escambia County. In accordance with official action taken by the Board of County Commissioners on April 3, 1990, Escambia County became the designated transportation provider for the period April 23, 1990 through September 1, 1990. The County offered temporary employment to all drivers and clerical support staff employed by CTS. Service was provided for established routes in the morning and mid afternoon hours, and demand response between the hours of 9:00 A.M. and 2:00 P.M., Monday through Friday. No weekend service was provided except for limited, prearranged charter events for specific groups and agencies.

On February 19, 1990, Intelitran responded to a Request for Proposals (RFP) for the Escambia County Community Transportation Coordinator (CTC) that was issued by the Pensacola Urbanized Area Metropolitan Planning Organization (MPO). The Escambia County Local Coordinating Board (LCB) voted unanimously to recommend Intelitran as the CTC for Escambia County on May 11, 1990. The MPO voted to recommend to the Commission for the Transportation Disadvantaged (CTD) that Intelitran be designated as the CTC at its May 16, 1990 meeting and the CTD approved the recommendation at its June 13, 1990 meeting.

COMSIS/Intellitran had a contract to serve as the Community Transportation Coordinator for Escambia County, which was to expire on September 30, 1999. At the June meeting, the LCB voted to have staff advertise for letters of interest and qualifications from firms desiring to serve as the CTC for Escambia County. Seven companies responded to the advertisement and staff sent a letter requesting further information from these firms with the stipulation that the response be received by staff by September 21, 1998. The only company to respond was COMSIS/Intellitran.

Intelitran (currently called ATC) responded to subsequent RFPs and maintained the contract with the Commission to serve as the CTC for Escambia County through November 2003, when they resigned as CTC due to a reduction of Medicaid funds and a proposed fixed monthly allocation for Medicaid Non-Emergency Transportation. The CTD appointed Pensacola Bay Transportation as CTC on an emergency basis, December 1, 2003 through June 30, 2004, pending an RFP by the MPO.

A regular RFP was then issued for a permanent CTC. Pensacola Bay Transportation was again chosen and is currently the CTC for Escambia County. Since 2004, Pensacola Bay Transportation has consecutively maintained the CTC contract through two procurement periods.

Escambia County Board of County Commissioners (BCC) requested to become the CTC and was designated by the Florida Commission for the Transportation Disadvantaged (CTD) for a five year period effective July 1, 2014 - June 30, 2019. Escambia County BCC selected First Transit as the contract operator to provide coordinated transportation services to the transportation disadvantaged.

### **Organization Charts**

Organizational charts have been included in the appendices. The charts identify those involved in the provision of service, from the Commission for the Transportation Disadvantaged, through the local Coordinating Board, to the Community Transportation Coordinator and the Planning Agency, and to the consumers. The Transportation Disadvantaged Program Concept Chart is shown in Figure 1 and the CTC Organization Chart is shown in Figure 2.

### **Consistency Review of Other Plans**

The Transportation Disadvantaged Service Plan is consistent, where applicable, with local government Comprehensive Plans, Regional Policy Plans, Transit Development Plans, Commission for the Transportation Disadvantaged 5Yr/20Yr Plan, MPO Long Range Transportation Plans, and Transportation Improvement Programs.

This section summarizes and reviews all relevant previous plans, studies and documents pertaining to the Transportation Disadvantaged program in the service area. The following plans have been found to be relevant and are summarized and reviewed here. They are:

- Local Government Comprehensive Plans
- Regional Policy Plan
- Transit Development Plan
- Commission for the Transportation Disadvantaged 5yr/20Yr Plan
- Long Range Transportation Plan
- Transportation Improvement Program



## Local Government Comprehensive Plans

For this minor annual update, it was decided to not include the consistency review of the comprehensive plans, which would include Escambia County, Town of Century and the City of Pensacola. The review of the comprehensive plans will be included in the next annual or 5-year update.

## Regional Policy Plan

On May 20, 2004, a new regional transportation planning partnership of the four western counties in West Florida was created. The new "Northwest Florida Regional Transportation Planning Organization," a partnership of the then Pensacola Metropolitan Planning Organization (MPO), serving Escambia and Santa Rosa Counties, and the Okaloosa – Walton Transportation Planning Organization (TPO), serving Okaloosa and Walton Counties, was created by interlocal agreement using Chapter 163, Florida Statutes, as its basis and written to comply with the new requirements for regional transportation coordination in Paragraph 339.175(5)(i)(2), approved by the Legislature in 2003. The new legislation authorized contiguous metropolitan planning organizations and individual political subdivisions to enter into agreements to coordinate transportation plans and policies.

This process began as a result of Census 2000, which illustrated that the Fort Walton Beach Urbanized Area extended westward, well beyond the Okaloosa County Line, resulting in an intrusion of almost 5 miles to Navarre in Santa Rosa County. Traffic patterns clearly indicate a high number of residents of Navarre head to Okaloosa County for jobs and shopping. Since much of the developed portion of Santa Rosa County is within the Pensacola Urbanized Area and Santa Rosa Commissioners have sat on the Pensacola Metropolitan Planning Organization since the mid-1970s, the Pensacola MPO and Okaloosa-Walton TPO each adopted a policy to maintain separate organizations, using the Santa Rosa-Okaloosa County Line as the boundary, during reorganization in 2003.

However, the Florida Department of Transportation also noted the overlap of urbanized areas, prompting the Secretary Tom Barry to write letters to each organization in February 2003, recommending two options: either merge into a single metropolitan planning organization spanning the four-county region; or establish a formal process to coordinate and develop a regional transportation plan and priorities. Creation of the Northwest Florida Regional Transportation Planning Organization was the start of implementing a formal coordination process resulting in a regional transportation plan and priorities.

The members of the Northwest Florida Regional TPO are the Florida-Alabama TPO (formerly Pensacola MPO) and the Okaloosa-Walton TPO. Each organization appoints eight representatives to the Regional TPO, for a total of sixteen voting representatives. Non-voting representatives are the Secretary of the Florida Department of Transportation District 3 and the Chairman of the Eglin Air Force Base Encroachment Committee.

The Northwest Florida RTPO's activities include identifying regional significant transportation projects, which improve mobility across county and metropolitan planning area boundaries. A regional transportation network map and priorities were adopted on September 21, 2005.

A primary focus for the RTPO is the challenge along the US 98 corridor of encroachment, environmental protection, evacuation, and economic growth. A workshop was held on February 2, 2005 to address these issues. The workshop brought together federal and state transportation officials, state legislators, members of all the transportation planning organizations between Baldwin County, Alabama and Bay County, Florida and other stakeholders.

The Regional Transportation Network Criteria adopted on September 21, 2005 is as follows:

Regionally significant transportation facilities and services are those that serve regional transportation needs, such as access within the region and access to and from areas outside of the region. These facilities and service include:

(a) Corridors – highway, waterway, rail, fixed guideway, and **regional transit corridors** serving military, major regional commercial, industrial, or medical facilities; and

(b) Regional Transportation Hubs – military installations, passenger terminals (e.g., commuter rail, light rail, intercity **transit**, etc.), commercial service and major reliever airports, deepwater and special generator seaports, and major regional freight terminals and distribution centers.

Regionally significant facilities exhibit one or more of the following characteristics:

- ◆ Serves the goals of the Strategic Intermodal System (SIS) and the Florida Intrastate Highway System (FIHS),
- ◆ Facility is, or provides service to, regional transportation hubs, including those listed in Paragraph (b),
- ◆ Facility or service is an integral part of an interconnected regional transportation network,
- ◆ Facility is included on the STRAHNET System to meet military mobility needs,
- ◆ Facility or service provides for interstate travel and commerce and is important to the economic vitality (tourism) of the region,
- ◆ Facility or service crosses county or state boundaries,
- ◆ Roadway facility is functionally classified as an arterial roadway,
- ◆ Facility serves as a hurricane evacuation or emergency support route, which provides access to Logistical Support Areas (LSA),
- ◆ Facility or service is used by a significant number of persons who live or work outside the county in which the facility or service is located,
- ◆ Facility or service is a fixed guideway transit facility (includes ferry service) that offers an alternative to regional highway travel, or
- ◆ Facility provides connection to institutions or higher learning or major medical facilities.

Facilities and services that are determined to be regionally significant do not have to be part of the State Highway System.

### **Transit Development Plans**

A Transit Development Plan (TDP) is required for grant program recipients as outlined in Section 341.052, Florida Statutes. The TDP is developed in accordance to FDOT Rule 14-73.001 in order to receive state public transit grant funds. The TDP is based on a 10-year horizon and is updated every 5 years. The TDP is to be adopted by the provider's governing body. In Escambia County, the transit service is provided by Escambia County Area Transit (ECAT), currently managed by First Transit, and is governed by the Escambia County Board of County Commissioners (BOCC).

The Escambia County Transit Development Plan Major Update (FY 2012 – 2021) was adopted by the Escambia County BCC on September 1, 2011 and was approved by the Florida Department of Transportation (FDOT) on January 4, 2012. The Escambia County Transportation Disadvantaged Service Plan (TDSP) is consistent with the TDP Major Update.

### **Commission for the Transportation Disadvantaged 5Yr/20Yr Plan**

The TDSP is consistent with the Commission for the Transportation Disadvantaged 5Yr/20Yr Plan, specifically the following key areas:

CTD Mission: To ensure the availability of efficient, cost effective and quality transportation services for transportation disadvantaged persons.

Guiding Principles: (1) Remember the customer/rider's needs first. (2) The Commission should work together in a collaborative and creative manner. (3) Promote the value and quality of service while looking for opportunities.

The Commission will be able to measure progress towards vision attainment by evaluating annual changes in the following performance measures: (1) cost per trip; (2) CTD cost as a percentage of total trip cost; (3) federal funding for TD; and (4) state funding for TD.

The quality of TD services will be measured by the expectation that a qualified individual will be picked up in a reasonably reliable, timely, safe and professional manner, as appropriate, given the locale.

The Commission will be able to measure progress towards vision attainment by evaluating annual changes in the following performance measures: (1) number of trips provided; (2) number of passengers/customers served; and (3) number of passenger complaints.

Maintain and preserve an efficient and effective transportation infrastructure that is accessible to all eligible transportation disadvantaged citizens while meeting the needs of the community.

The Commission will be able to measure progress towards vision attainment by conducting annual surveys and evaluating changes in the survey responses.

Establish a statewide and transportation disadvantaged system that functions seamlessly by coordinating service and operations across local government lines and that is flexible enough to accommodate and link special riders with providers.

The Commission will be able to measure progress toward vision attainment by evaluating annual changes in the following performance measures: (1) cost per trip; (2) number of passengers/customers served; and (3) trips per passenger.

### **Florida-Alabama TPO Long Range Transportation Plan**

The Long Range Transportation Plan is at least a 20 year plan for transportation improvements (roads, public transportation, and bicycle/pedestrian) within the urbanized area. The last plan was adopted on December 14, 2005 and amended on August 21, 2007, which included a planning timeframe through 2025. The Cost Feasible Plan includes funding for transit operations at \$150,000 per year from 2011 to 2025.

The 2025 Long Range Transportation Plan is in the process of being updated and will include a planning timeframe through the year 2035. The 2035 Cost Feasible Plan was completed in February 2011 and funding has been identified for transit. The Final and Summary Reports are to be completed soon.

Since the Long Range Transportation Plan is in the process of being updated, the next TDSP annual or 5-year update will include a review of the Florida-Alabama 2035 Long Range Transportation Plan.

### **Transportation Improvement Program**

The purpose of the Transportation Improvement Program (TIP) is to provide a project listing that reflect the needs and desires of the Transportation Planning Organization (TPO) Study Area. The TIP is also developed to reflect the financial restraints within the various funding sources and programs. The TIP is a five-year plan for transportation improvements within the TPO Study Area. It contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The Code of Federal Regulations defines the TIP as a "prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by a MPO (metropolitan planning organization) as part of the metropolitan planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53" [23 C.F.R. 450.104]. Florida Statutes requires the addition of a fifth year to the TIP [339.175(8)(c)(1)]. The TIP is also required to include all regionally significant projects, regardless of funding [23 C.F.R. 450.324(d)].



The TIP is developed by the Florida-Alabama TPO in cooperation with the Florida Department of Transportation (FDOT), Alabama Department of Transportation (ALDOT), Escambia County Area Transit (ECAT), and Baldwin Rural Area Transportation Systems (BRATS). These cooperating agencies provide the Florida-Alabama TPO with estimates of available federal and state funds for use in development of the financial plan. The TIP is financially constrained for each year and identifies the federal, state, and regionally significant projects that can be implemented using existing revenue sources as well as those projects that are to be implemented through use of projected revenue sources based upon the FDOT and ALDOT Final Work Programs and locally dedicated transportation revenues.

Transit projects are drawn from the Transit Development Plan and the local transit operator provides priorities to the TPO. Projects for Community Transportation Coordinator (CTC) and the Escambia County Area Transit (ECAT) fixed route services are included in the TIP. The FTA is the primary funding source for ECAT projects, with supplementation by matching grants by Escambia County. The CTC receives funding directly from the Florida Commission for the Transportation Disadvantaged.

This TDSP is consistent with the current Florida-Alabama TPO Transportation Improvement Program.

### **Public Participation**

The Escambia County Transportation Disadvantaged Board includes representatives of public, private, and non-profit transportation and human services providers as well as the public to participate in the development and update of the Escambia County Transportation Disadvantaged Service Plan. The list below includes public participation activities.

<b>Months</b>	<b>Event</b>	<b>Activity</b>
March	TD Day	Transport clients and talk with legislators about pending transportation issues.
March	Int'l Wheelchair Tennis Tournament	Provide transportation.
April	Transition Services Information Fair at UWF	Provide information about services to increase awareness.
May	Pen Wheel Fishing Rodeo	Provide transportation and informational packets and assisted volunteers.
Oct	CTD Workshop	Receiving training and information.
Nov	FTA/FDOT Workshop	FTA/FDOT Grant Programs Training Workshop
Attend monthly meetings of Vets to VA and TPO Technical Coordinating Committee.		
Participate in Quarterly United We Ride issues and Mass Transit Advisory Committee (MTAC).		

A public hearing was held on May 12, 2015 to offer an opportunity for anyone with comments or questions to address the Local Coordinating Board.

\*The Florida-Alabama Transportation Planning Organization (FL-AL TPO) kicked off a public transportation campaign in 2013 in order to promote, educate, and garner support for public transportation in the area. The campaign will continue through 2015.

## SERVICE AREA PROFILE/DEMOGRAPHICS

The majority of the information contained in this section, Service Area Profile/Demographics, has been obtained from the Escambia County Transit Development Plan (TDP) Major Update 2012-2021 prepared by the Center for Urban Transportation Research (CUTR) and adopted by the Escambia County Board of County Commissioners on September 1, 2011 and approved by the Florida Department of Transportation (FDOT) on January 4, 2012.

### Service Area Description

Escambia County has a total area of 876 square miles (662 square miles of land and 213 square miles of water). Escambia County is Florida's westernmost county and is bordered by Alabama to the North and West, Santa Rosa County to the East, and the Gulf of Mexico to the South. The county seat is Pensacola, Florida.

### Demographics

Demographic information has been obtained from the 2011 Escambia County Transit Development Plan (TDP). More information can be found in Chapter 1 of the TDP located at: <https://goecat.com/pdfs/Escambia-TDP-Final-Report-2011.pdf>.

### Land Use

Land use patterns play an important role in the effectiveness and efficiency of public transportation services. Much of Escambia County is characterized by relatively low densities. One of the significant land uses in the area that affects transportation is the Navy Base. The geographical location of the base is in the southwest area of Escambia County where there are lower densities, which creates somewhat of a challenge in providing public transportation services.

### Population/Composition

This section is intended to provide a description of the population of the service area. Population information contained in this section includes: population, minority and non-minority population, age distributions, income information, family households, family size, household size, and housing units.

#### Population

From 2000 to 2010, Escambia County's total population remained virtually unchanged on an annual basis, equating to a 1.1% ten year increase to 297,619. The county has bucked trends over the last decade compared to the state as a whole, which has grown 17.6%. This may in part be due to the County's western geography and stable military presence.

Increased population is forecasted to take place: at the Navy Base; in a census block just north of 295 in West Pensacola; in the Perdido Key golf club area; and Pace.

Decrease in total population is projected to the southwest, northwest of Brent and south of Myrtle Grove.

**TABLE 1**  
**General Populations, Growth Rates 2000-2010**

Area	2000 Population	2010 Population	% Change
Escambia County	294,410	297,619	1.1%
Santa Rosa County	117,743	151,372	28.6%
Florida	15,982,378	18,801,310	17.6%

Source: U.S. Census 2000/2010

**TABLE 2**  
**Population Growth for Cities, Towns and Census Designated Places**

Area	2000 Population	2010 Population	% Change
Century	1,714	1,698	- 0.1%
Gulf Breeze	5,665	5,763	1.7%
Jay	579	533	- 7.9%
Milton	7,045	8,826	25.3%
Pensacola	56,255	51,923	- 7.7%
Bagdad	1,490	3,761	152.4%
Bellview	21,201	23,355	10.2%
Brent	22,257	21,804	- 2.0%
Ensley	18,752	20,602	9.9%
Ferry Pass	27,176	28,921	6.4%
Gonzalez	11,365	13,273	16.8%
Goulding	4,484	4,102	- 8.5%
Molino	1,312	1,277	- 2.7%
Myrtle Grove	17,211	15,870	- 7.8%
Navarre	20,967	31,378	49.7%
Pace	7,393	20,039	171.1%
Warrington	15,207	14,531	- 4.4%
West Pensacola	21,939	21,339	- 2.7%

Source: 2010 Census

Minority and non-minority population

Minority population in Escambia County continues to trend below that of the rest of the state of Florida. Most recent estimates from 2009 indicate more than 7 out of 10 persons in Escambia County are of a non-minority status. As a comparison, the rest of Florida has a non-minority population that represents 6 of every 10 residents statewide.

**TABLE 3**  
**Status of Minority and Non-Minority Populations**

Minority Status	2009 Minority	2009 Non-Minority
Escambia County	95,000	218,500
Percentage	30.3%	69.7%
Florida	7,443,100	11,364,100
Percentage	39.6%	60.4%

Florida Statistical Abstract - 2009

Age distributions

The aging population should be considered a major factor in the strategic planning process and continuing development of public transit in the region. The age groups of persons less than 20 years and over 65 years are of particular interest in the Transit Development Plan. Those under the age of 18 are either too young to drive or do not have access to an automobile. Similarly, the elderly often do not drive or do not have adequate access to automobiles and due to limitations, sometimes resulting from the aging process, are no longer able and/or willing to drive. Therefore, persons in these two age groups typically rely more on public transportation for mobility.

The population age distribution, illustrated in Table 4 shows an under 18 population in 2009 equal to that of the rest of Florida, about 23%. Escambia County has a higher percentage of its 18-64 workforce aged population, about 2% higher than that of the rest of the state. Escambia County's retiree population aged 65 and over is 3 percentage points lower than the rest of Florida.

**TABLE 4**  
**2009 Escambia County Population Age Distribution**

Area	Age						Total
	0 – 17	18 – 34	35 – 54	55 – 64	65 – 79	80 & over	
Escambia County (% of total population)	71,260 22.73%	82,046 26.17%	79,807 25.46%	34,442 10.99%	31,923 10.18%	14,002 4.47%	313,480 100%
Florida (% of total population)	4,189,734 22.28%	3,975,488 21.14%	5,166,927 27.47%	2,218,206 11.79%	2,239,765 11.91%	1,017,099 5.41%	18,807,219 100%

Florida Statistical Abstract – 2009

#### Income information

The highest per capita income portions of Escambia County are in Pensacola Beach, Perdido Key and to the east of the regional airport. The core of Pensacola has some of the lowest incomes. Census blocks with lower per capita income will have a higher reliance on transit use.

**TABLE 5**  
**2009 Household Income Distribution**

Area	\$0 – \$9,999	\$10,000 – \$14,999	\$15,000 – \$24,999	\$25,000 – \$34,999	\$35,000 – \$49,999	\$50,000 & Over
Escambia County	8.7%	6.7%	14%	12.4%	16.4%	41.8%
Florida	7.3%	5.8%	12%	11.9%	15.8%	47.2%

American Community Survey – 2009

Escambia County has a higher percentage of household with income below the poverty line relative to the rest of the state as shown in Table 5. These areas are some of the most reliant on public transit as a means of transportation of any, due to the high cost of personal transportation. The annual cost of a vehicle, insurance and fuel is prohibitive to those low-income households. Some of the lowest incomes are found in Pensacola, Bagdad and Century.

#### Family households

The term 'households' refer to the people living in a household, in this case those which comprise a family. A family household is a household with one or more people related to a householder by birth, marriage, or adoption.

From 2010 to 2015, there is projected to be a decrease in family households in the Bellview area and an increase in the eastern portion of Perdido Key.

#### Family size

The average family size for Escambia County in 2010 was just below 3 persons per family at 2.9. To compare, this value is approximately the same as that of Orlando (2.97) and less than the national average family size of 3.14. The average family size for the state of Florida is 2.98. There are not significant changes in this value across the geography of Escambia County by the year 2015.

Large families are found to the north and west of downtown Pensacola, whereas coastal Escambia and Santa Rosa counties are found to have smaller family sizes.

### Household size

According to the U.S. Census bureau, the average size of American households has been declining for decades. A reverse in that decline has been found in recent years due to the growth in multi-generational households. There have also been notable trends found in the state with increasing household size potentially due to higher unemployment leading to adult children moving back in with parents.

The 2010 average Escambia County household size is 2.44, which is project to remain unchanged by 2015. The average U.S. household size is 2.53 and has increased to 2.48 in Florida. The patterns seen in family size are repeated in household size with larger numbers found on the Navy Base and smaller numbers on the coast and northeast.

### Housing units

Where the unit of value 'households' referred to the number of people living in a home, the term 'housing units' refers to the structures in which people live. According to the census, 'A *housing unit* is a house, an apartment, a mobile home or trailer, a group of rooms, or a single room occupied as a separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall.'

The measure of housing units per square mile demonstrates the potential for population density through increased unit occupancy. A high density of housing units can be found in the core of Pensacola, to the northeast of the regional airport and along North 12<sup>th</sup> Avenue in Pensacola. The concentration of housing units per square mile, coupled with a look at housing unit occupancy, can provide insight into which geographic areas of the County could become more populated through better utilization of existing housing.

**TABLE 6**  
**Housing Unit Occupancy**

<b>Area</b>	<b>Total Housing Units</b>	<b>Housing Units Occupied</b>	<b>Housing Units Vacant</b>
Century	765	644	121
Gulf Breeze	2,673	2,446	227
Jay	264	216	48
Milton	4,021	3,516	505
Pensacola	26,848	23,592	3,256
Bagdad	1,632	1,464	168
Bellview	10,022	9,185	837
Brent	8,074	7,086	988
Ensley	9,677	8,454	1,223
Ferry Pass	14,104	12,650	1,454
Gonzalez	5,244	4,910	334
Goulding	1,133	930	203
Molino	518	458	60
Myrtle Grove	6,955	5,971	984
Navarre	12,746	11,532	1,214
Pace	7,956	7,365	591
Warrington	7,424	6,232	1,192
West Pensacola	10,246	8,547	1,699

Source: 2010 Census

## Employment

According to the 2009 American Community Survey, approximately 90.2% (127,165) of the Escambia County labor force (140,937) is employed.

### Unemployment

The average 2010 unemployment rate of 11.7% is most closely represented in the areas north of the regional airport and outside the core of Pensacola. High unemployment “hotspots” are found in census blocks dispersed throughout the city. Unemployment is relatively low around the naval air station and southeastern portions of the city. Year 2015 concentration of unemployment remains geographically consistent, but with the hardest hit areas of unemployment gaining jobs on the order of 4 to 5%. Above average rates of unemployment in Escambia County are found in Century and between Milton and Bagdad.

## Transportation Characteristics

### Commuter Inflow/Outflow

The 2009 commute patterns indicate the following:

58,713 people commute from outside to work in Escambia County  
30,614 people live in Escambia County and drive to work outside of it  
83,633 people live in Escambia County and commute to work within the County

Of the 142,346 people working in Escambia County, 59%, or nearly three in five originate in Escambia. These workers make up the candidate population for potential ECAT work trips.

From 2000 to 2009, Escambia County average commute times have increased from under 20 minutes to more than 20 minutes. More commuters tend to drive single occupancy vehicles (a nearly 2% increase) and carpools have decreased. However, public transportation use has decreased to 0.6% share of all work trips. While this number is relatively small, it represents a 2 fold decrease and is well below the state of Florida average of 2.3% of all work trips being taken by mass transit.

**TABLE 7**  
**2000 Distribution Vehicle Availability**

Area	Number of Vehicles Available			
	Zero	One	Two	Three or More
Escambia County	7.6%	38.3%	38.4%	15.7%
Florida	6.5%	40.6%	38.5%	14.5%

American Community Survey – 2009

**TABLE 8**  
**2009 Average Commute & Journey-to-Work Mode Split**

Area	Average Commute	Travel Mode			
		Drive Alone	Carpool	Public Transit	Other
Escambia County Year 2000	Under 20 minutes	76.9%	11.5%	1.4%	10.2%
Escambia County Year 2009	21.5 minutes	75.1%	10.6%	0.6%	13.7%

Source: U.S. Census 2000 & American Community Survey – 2009

More demographic information can found in Chapter 1 of the Escambia County Transit Development Plan located at: <https://goecat.com/pdfs/Escambia-TDP-Final-Report-2011.pdf>. An update to the demographic information will be available when the Escambia County TDP update is completed in September 2016.

## SERVICE ANALYSIS

The majority of the information contained in this section, Service Analysis, has also been obtained from the 2011 Escambia County Transit Development Plan (TDP) Major Update.

The analysis of Escambia County community transportation services is composed of three criteria: forecasts of transportation disadvantaged population, needs assessment, and barriers to coordination.

### Forecasts of Transportation Disadvantaged Population

Chapter 427.011(1) of the Florida Statutes defines Transportation Disadvantaged (TD) persons as:

*“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 children who are handicapped or high-risk or at risk as defined in s. 411.202.”*

Table 9 shows forecasts of both types of TD population. There are two categories of TD population in the State of Florida. The difference between the two categories is specifically related to funding arrangements. The first group is the “potential TD population” (also known as TD Category I). This potential TD population includes disabled, elderly, low-income persons, and children who are “high-risk” or “at-risk.”

The second group of TD population (also known as TD Category II), includes those persons who are unable to transport themselves or to purchase transportation. These persons are eligible to receive the same subsidies as those in Category I, plus they are eligible to receive TD Trust Fund monies for non-sponsored general trips. Thus, this population group is actually a subset of the potential TD population.

**TABLE 9**  
**Forecasts of TD Populations in Escambia County**

TD Population	Year				
	2011	2012	2013	2014	2015
Category I	121,358	122,842	124,353	125,888	127,453
Category II	31,162	31,587	32,019	32,458	32,908

Source: Transportation Disadvantaged Population Estimates,  
Center for Urban Transportation Research, College of Engineering,  
University of South Florida.



Tables 10 and 11 break down the Potential TD Population groups in Escambia County (Categories I and II). Persons in either of these population groups may be heavily dependent on some form of public transportation.

**TABLE 10**  
**Escambia County Potential Transportation**  
**Disadvantaged Population (Category I)**

<b>Segments</b>	<b>2011 Population Estimates</b>	<b>% of Total Potential TD</b>
Disabled, Non-Elderly, Low Income	3,293	2.7%
Disabled, Non-Elderly, Non-Low Income	15,522	12.8%
Disabled, Elderly, Low Income	3,133	2.6%
Disabled, Elderly, Non-Low Income	18,625	15.3%
Non-Disabled, Elderly, Low Income	5,522	4.6%
Non-Disabled, Elderly, Non-Low Income	32,825	27%
Non-Disabled, Non-Elderly, Low Income	42,438	35%
<b>Total Potential TD Population</b>	<b>121,358</b>	<b>100%</b>

Source: Transportation Disadvantaged Population Estimates,  
Center for Urban Transportation Research, College of Engineering,  
University of South Florida.

**TABLE 11**  
**Escambia County Transportation**  
**Disadvantaged Population (Category II)**

<b>Segments</b>	<b>2011 Population Estimates</b>	<b>% of Total TD Category II</b>
TD, Non-Elderly, Low Income	1,143	3.7%
TD, Non-Elderly, Non-Low Income	5,390	17.3%
TD, Elderly, Low Income	2,536	8.1%
TD, Elderly, Non-Low Income	15,075	48.4%
Non-TD, Low Income, No Auto, No Fixed-Route Transit	7,018	22.5%
<b>Total Transportation Disadvantaged (TD) Population</b>	<b>31,162</b>	<b>100%</b>

Source: Transportation Disadvantaged Population Estimates, Center for Urban  
Transportation Research, College of Engineering, University of South Florida.



## Needs Assessment

In assessing the transportation (service and capital purchase) needs and demands for individuals with disabilities, elderly, low income, and high risk and at-risk children, the following projects with estimated costs and funding sources have been identified and are summarized in Table 12 below.

**TABLE 12**

<b>Project</b>	<b>County</b>	<b>Estimated Cost</b>	<b>Funding Source</b>
Formula (non-competitive) grant for transit capital and operating assistance in urbanized areas and for transportation-related planning. Capital assistance needed for new paratransit replacement vehicles with in-vehicle camera technology safety system in order to increase the efficiency and safety to the Transportation Disadvantaged individuals being served in the Pensacola urbanized area, which includes areas of Escambia and Santa Rosa Counties.	Escambia & Santa Rosa	To be determined	Urbanized Area Formula Grant (5307)*
Discretionary (competitive) grant. Escambia County will replace paratransit vehicles that have met or exceeded their useful lives. The new vehicles will be equipped with vehicle camera technology safety system. Acquisition will also include scheduling software to more effectively manage a fleet with zero spares.	Escambia	\$720,000 15 vehicles / \$222,387 scheduling / \$111,014 safety	State of Good Repair (SGR) – 5309* Grant Notification July 18, 2012 for \$1,053,401
Discretionary (competitive) grant for new and replacement buses and facilities to be used for new paratransit replacement vehicles. Grant to assist in implementing the vehicle replacement plan outlined in this Transportation Disadvantaged Service Plan (TDSP).	Escambia	To be determined	Bus Livability (5309)*
Formula (competitive) grant to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit service.	Escambia	6 vehicles	Enhanced Mobility of Seniors and Individuals with Disabilities (5310) submit to FDOT
Formula grant to provide rural transportation services in Escambia County.	Escambia	To be determined	Non-Urbanized Area (5311)
Provide capital improvements for transportation disadvantaged by expanding the fleet inventory with paratransit vehicles.	Escambia	To be determined	American Recovery & Reinvestment Act (ARRA)
Formula (competitive) grant for vehicles, capital equipment, planning, and operating expenses for projects that transport low income individuals to and from jobs and activities related to employment, and for reverse commute projects.	Escambia & Santa Rosa	To be awarded	Job Access & Reverse Commute (JARC) – 5316**
Formula (competitive) grant for capital and operating expenses for new public transportation services and new public transportation alternatives beyond those required by the American with Disabilities Act of 1990 (ADA), that are designed to assist individuals with disabilities.	Escambia & Santa Rosa	To be determined	New Freedom (5317)**

Capital funding to replace, rehabilitate, and purchase buses, vans, and related equipment, and to construct bus-related facilities. Funds are eligible to be transferred by the state to supplement urban and rural formula grant programs (e.g., 5307 and 5311).	Escambia & Santa Rosa	To be determined	Bus & Bus Facilities (5339)
Purchase replacement paratransit vehicles to provide transportation for the elderly, disadvantaged and disabled citizens in Escambia County.	Escambia	To be determined	CTD Trips & Equip Grant
An initiative to help improve transportation options and mobility for America's veterans, service members, and their families. Interlocal Agreement between Santa Rosa County and Escambia County is being processed then a request for proposals will be conducted.	Escambia & Santa Rosa	<u>Escambia: \$130,387</u> Interactive Voice Response Module <u>Santa Rosa: \$92,000</u> Automated Scheduling Software & Mobile Data Terminals	Veterans Transportation & Community Living Initiative (VTCLI) – Santa Rosa County
To determine whether a new or innovative technique or measure can be used to improve or expand public transit services. Service Development Projects specifically include projects involving the use of new technologies; services, routes, or vehicle frequencies; the purchase of special transportation services; and other such techniques for increasing service to the riding public.	Escambia	To be determined	Public Transit Service Development Funds
Provide transportation services coordinated by the Community Transportation Coordinator (CTC).	Escambia Century McDavid Bratt Molino Portions of Cantonment & Beulah	\$ 657,565 \$ 73,063 TBD TBD TBD TBD	CTD-TD County Older Americans DOE-VR DOE-Other Farebox/Co-pay

\* **GRANT TO BE COORDINATED THROUGH ESCAMBIA COUNTY / ECAT.**

\*\* **GRANT ADMINISTERED BY THE FL-AL TRANSPORTATION PLANNING ORGANIZATION (TPO).**

### Barriers to Coordination

The following are continued barriers to adequate coordination within the Escambia County area:

- A. Lack of commitment with scarce tax dollars.
- B. Perception that coordinated transportation is for “the poor.”
- C. Not enough funding to cover demand.
  - a. Securing Local funding.
  - b. Specific issues directly related to funding sources.
- D. Reluctance of some medical providers to cooperate with transportation coordinator.
- E. Agencies that are receiving state and/or local dollars do not comply with Chapter 427 of FL Statutes.
- F. Maintaining compliance for maximum hours driven – CTC sends more than one driver on out-of-area trips to prevent driving over maximum 12 hours; therefore, causing shortage of in-county drivers for that period.

## **GOALS, OBJECTIVES, AND STRATEGIES**

Develop goals, objectives and strategies for the local coordinated transportation program. Goals, objectives, and strategies are critical to the implementation of the Transportation Disadvantaged Service Plan. They are important policy statements that have been carefully considered by the Coordinator and the Planning Agency with the direction and support of the Coordinating Board. They represent a statement of local policy that will be used to manage the future transportation disadvantaged program within the service area. The plan for advancing from where you are today to where you need to be should be presented in this section through long range goals, specific measurable objectives, and strategies.

A goal is a statement of purposed intended to define an ultimate end or condition. It reflects a direction of action, and is a subjective value statement. Goals may include more than one objective. That is, there may be more than one milestone necessary to achieve a goal.

An objective is a specific, measurable action that can be taken toward achieving the goal. Objectives should be dated. Deficiencies and corresponding corrective actions, as well as any service improvements or expansions should be identified within this section as dated objectives.

Strategies are specific actions that will be taken to achieve the objectives. These represent priority actions that will be carried out as part of the planning or quality assurance activities. For accountability purposes, the annual evaluation of the Coordinator should assess both the progress on the strategies themselves and how well the strategies that have been implemented advance the progress towards reaching or achieving the corresponding objectives.

The following Goals and Objectives were updated. The Objectives and Strategies are consistent with previous year's Objectives and Strategies. Some wording has been updated to include specific dates and proposed JARC and New Freedom Projects. The goals are categorized into service availability, efficiency, quality of service, necessary funding and program accountability. The strategies are pursuant to adequate funding available.

**GOAL 1: Ensure availability of transportation services to the Transportation Disadvantaged**

<b>OBJECTIVES</b>	<b>STRATEGIES</b>
1. Provide service to riders who only have paratransit service as a means of transportation.	a. Continue to work with others such as Vocational Rehab, FDOT, Medicaid, CTD, and COA. b. Continue to pursue work related transportation opportunities by meeting with agencies. c. Maximize cooperation between entities not involved in the Florida Coordinated Transportation System. d. Network with other Community Transportation. e. Coordinate by sharing system improvements and funding opportunities with providers who receive FTA, DOT, Medicaid and CTD funding. f. Utilize agency input to assist in developing policies, planning, and procedures.
2. Continue to promote passenger and general public awareness of all transportation services.	a. Update public educational information on transportation services. b. Enhance informational materials for riders of the system and upgrade when necessary. c. Continue to give at least 10 presentations a year to develop public awareness and educate groups about the system. d. Update company website to include system material.

**GOAL 2: Ensure cost-effective and efficient transportation services.**

<b>OBJECTIVES</b>	<b>STRATEGIES</b>
1. Deliver effective service by the most cost effective means.	a. Monitor and report number of trip denials. b. Monitor and report number of no-shows and take corrective action when necessary. c. Report system efficiency, cost effectiveness monthly to management and identify best practices that would improve the cost effectiveness of the entire system. d. Monitor trips per hour. e. Continue quarterly LCB reporting.
2. Transfer appropriate paratransit riders to fixed-route transit.	a. Transfer three appropriate paratransit riders per month to fixed-route transit.

**GOAL 3: Ensure quality of service provided to the Transportation Disadvantaged**

<b>OBJECTIVES</b>	<b>STRATEGIES</b>
1. Maintain courteous and respectful customer relations.	a. Conduct customer service training for all new employees and update required training for all existing employees. b. Educate individual and agency customers of all applicable transportation policies and procedures. c. Use rider survey feedback and AOR complaints/commendations as tools to encourage entire staff to improve consistently excellent service in the safest manner. d. Continue to conduct quarterly safety sensitivity training.
2. Ensure and improve customer comfort.	a. Continue preventive maintenance checks including AC, heat, seat belts, and lift equipment. b. Continue visual checks on lights, seats and flooring inside the vehicle.

3. Ensure and improve customer safety.	<ul style="list-style-type: none"> <li>a. Conduct safety training as required for new employees and update for existing employees.</li> <li>b. Report all accidents and road call records.</li> <li>c. Maintain CTC System Safety Program Plan, Hazard and Security Plan, and Maintenance Program Plan.</li> <li>d. Drivers will continue to report daily inspection logs and any discrepancies must be reported immediately so corrective action can be taken.</li> <li>e. Educate nursing homes and dialysis units the importance on preparing clients for transportation in a timely manner preventing unnecessary delay for that vehicle schedule.</li> </ul>
<b>GOAL 4: Ensure necessary funding to support the program</b>	
<b>OBJECTIVES</b>	<b>STRATEGIES</b>
1. Solicit funds to meet more of the trip demand.	a. Seek funding from local government to provide local match for transportation services while pursuing private funding through community involvement with local businesses and agencies.
2. Encourage all human service agencies to identify and assign adequate funding to meet transportation needs of their clients.	<ul style="list-style-type: none"> <li>a. Encourage all area human service providers to attend Local Coordinating Board meetings.</li> <li>b. Encourage all agencies to list transportation costs as a separate budget line item to encourage a dedicated transportation allocation for their clients.</li> <li>c. Provide 50% match for voucher purchased local, Medicaid and human services providers within Escambia County.</li> <li>d. The planning agency (WFRPC) will monitor Intergovernmental Coordination and Response request and update the CTC and LCB of grants involving transportation disadvantaged services.</li> </ul>
3. Encourage local government to include paratransit services in FTA grant.	a. Continue to stress the need for local government to review data from the CTC and surrounding counties to see the importance of its involvement in paratransit.
<b>GOAL 5: Ensure program accountability</b>	
<b>OBJECTIVES</b>	<b>STRATEGIES</b>
1. Comply with procedures, rules and regulations outlined by Florida Legislature and the Transportation Disadvantaged Commission.	a. Comply with contract standards and submit an accurate Annual Operating Report including all Purchase of Service and Coordination Contracts data. (Continuous)
2. Provide uniform, accurate, and timely submittal of data for contract requirements.	a. Comply with the Community Transportation Disadvantaged contract requirements. (Continuous)
3. Collect, compile report and maintain necessary data for program evaluation.	a. Prepare a quarterly report to the LCB outlining activities over the quarter. (Quarterly)

## IMPLEMENTATION SCHEDULE

Increasing system efficiency is a primary component of this Implementation Plan. The implementation plan also involves execution of the plan's policies and goals & objectives. For the TDSP, the implementation plan identifies actions and activities, type of action required, responsible entity for taking the action, and the timing. The Community Transportation Coordinator will provide an overview of the ongoing system improvements and review steps, as well as provide a timeline for actions and strategies to meet the above stated goals.

Action/Strategy	Responsible Agency	Time Frame to be Completed
Continue to collaborate with agencies such as Vocational Rehab, FDOT and Workforce Development.	CTC	Continuous
Coordinate with organizations who have received federal 5317 New Freedom funding for transportation service to people with disabilities.	CTC	Continuous
Review and update, if necessary, the Maintenance Plan, System Safety Program Plan, and the Hazard and Security Plan.	CTC	Continuous
Coordinate with Santa Rosa County and Florida-Alabama TPO to continue Santa Rosa Transit public transportation service, made possible by the Federal Section 5316 Job Access and Reverse Commute (JARC) program.	CTC	Ongoing
Network with other Community Transportation Coordinators by sharing system improvements and funding.	CTC	Continuous
Update website as needed for educating public on transportation services.	CTC	Continuous
Update informational materials (brochures) for riders of the system and upgrade when necessary.	CTC	Continuous
Monitor and report number of no-shows and take corrective action when necessary.	CTC	Continuous
Reward employees for excellent service through internal customer service recognition.	CTC	Quarterly
Provide employee customer service training throughout the year. Pursue additional employee training opportunities.	CTC	Continuous
Use rider survey comments and AOR complaints/commendations as tools to encourage drivers consistently to provide excellent service in the safest manner.	CTC	Continuous
Highlight safety practices by employees through internal safety Briefing program.	CTC	Quarterly
Conduct safety training as required for new employees and updated For existing employees.	CTC	Immediate & Continuous
Report all accident and road call records to DOT, TD Commission and other appropriate necessary agencies.	CTC	Immediate & Continuous

Maintain dialogue with health care facilities to enhance coordination of appointment times.	CTC	Continuous
Encourage area human service providers to attend Local Coordinating Board meetings.	CTC	Ongoing
Comply with contract standards by submitting an accurate Annual Operating Report including all Purchases of Service and Coordination Contracts data.	CTC	Continuous
Comply with the Community Transportation Disadvantaged contract requirements.	CTC	Continuous
Prepare a quarterly report to the LCB outlining activities over the Quarter.	CTC	Quarterly

The Escambia County paratransit vehicle replacement and expansion plan is summarized in Table 13 below and illustrates the requests for paratransit vehicles.

As illustrated in the Needs Assessment (Table 12), there are several funding sources that should be considered each year for the purchase of paratransit vehicles (e.g., 5307, 5309, 5310, 5311, 5339, etc.).

**TABLE 13  
ESCAMBIA COUNTY  
PARATRANSIT VEHICLE REPLACEMENT & EXPANSION PLAN**

# of Veh	Funding	Unit #	Owned	Year	Tag #	Replacement Year
1	5311	208	County	2010	160296	2015
1	ARRA	1114 (838)	County	2011	TC4422	2016
1	ARRA	1115 (839)	County	2011	TC4424	2016
1	ARRA	1116 (840)	County	2011	TV8578	2016
15	SGR	TBD	County	2014	TBD	2019
6	5310	TBD	FDOT	TBD	TBD	TBD
1	5339	TBD	County	TBD	TBD	TBD

# Service Plan

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## OPERATIONS

The operations element is a profile of the Coordinator's current system which provides basic information about the Coordinator's daily operations. This element is intended to give someone with little or no knowledge of the transportation operations an adequate level of understanding. A Glossary of Terms is provided in the appendices of this plan.

### Types, Hours and Days of Service

The coordinated system provides service to the urbanized and non-urbanized area of the county except on the following days:

#### Escambia County Community Transportation (ECCT) July 1, 2015 - June 30, 2016

##### Holiday Schedule - CLOSED

September 7, 2015	Labor Day
November 11, 2015	Veterans Day
November 26, 2015	Thanksgiving Day
December 25, 2015	Christmas Day
January 1, 2016	New Year's Day
May 30, 2016	Memorial Day

##### Limited Schedule - No ADA services Call Center & Admin Closed

July 4, 2015	Independence Day
December 31, 2015	New Year's Eve
January 18, 2016	MLK Jr. Day

Sunday through Saturday service provided according to demand. The program offers a door-to-door, advance reservation service to ambulatory and non-ambulatory clients who are funded through the coordinated agencies.

These services are provided through either:

- Subscription Service: Is a regularly recurring service for which trips, routes, and vehicles are prearranged.
- Advance Reservation: A trip request, which is reserved 1 to 14 days in advance depending on funding agency.
- High Volume Group: A high volume group is defined as transportation arranged for the same 7 or more clients riding together for five days a week, from different locations, who have the same pick up and return times, and will be transported to the same destination.



- d. Demand Response: Urgent same day request. Will be evaluated on a case-by-case basis and must be approved by a supervisor.

Clients or agencies calling for subscription service (standing orders) or for the high volume group trips, need only call one time to establish a client file and the needed trip information. As long as there are no changes entered, the trips will be assigned to a vehicle and will automatically print to that vehicles schedule at the set times and days requested.

Acceptable para-transit demand response trips are normally for urgent care and verified with the appropriate doctor's office. All approved demand response trips scheduled on seat availability and a vehicle being in close proximity heading in the direction of the trip request destination.

When arranging transportation, the caller is responsible for providing the date, the appointment time, the return time, the pick-up address, the exact destination address to include building and suite numbers and what mobility device (wheelchair, scooter, walker, child restraint seats, escorts, etc.) will be used if any. Given the reason for the trips, the reservationist will instruct clients when to be ready for pick up prior to the appointment time.

In the urban area, the pick-up time is normally one hour prior to the appointment. Reservationist will then read the trip information back and have the caller verify that the information is correct. All trips are required to provide a return time. Scheduled pick up and return time pickups have a 60-minute window. In the event a return time is not available (dialysis, doctor's office, etc.), the client can opt for a will call return. Your return trip is activated when we receive a call saying the client is ready to go. The vehicle will pick you up within 90 minutes.

The CTC has experienced some problems with nursing homes and dialysis facilities not having all the requirements for transport. This creates delays for other clients riding on the same vehicle. To reduce the recurrence of this problem, an effort has been made to educate the facilities on the importance of having all the requirements for transport.

For clients living in the northern rural part of the county (from Kingsfield Road north), a shuttle service is available Monday through Friday. There is one morning shuttle at 7:00 a.m. and one afternoon shuttle at 1:30 p.m. heading south from the northern most rural area. Returns to the rural areas area at 11:30 a.m. and 4:00 p.m. Clients are picked up at their homes and then dropped at one of seven different destinations in the urban area. If the destination is along the route, clients can be dropped at the door. Additional shuttles may be added in the future based on demand.

### **Accessing Services**

This section includes detailed information regarding: (a) the phone number and office hours in which services can be scheduled. Include alternative communications such as internet reservations and Relay Service; (b) the method and advanced notification time required to obtain services; (c) an explanation of the cancellation process and requirements; (d) no show procedure (both Coordinator and rider), including any applicable penalties; and (e) procedures for dispatching backup service or after-hours service.

#### **(a) Phone numbers and office hours.**

Escambia County Board of County Commissioners (BCC) is the Community Transportation Coordinator (CTC) for Escambia County and provides service as Escambia County Community Transportation (ECCT), which is currently operated by First Transit, Inc.

The office is open to the public Monday through Friday from 8:00 a.m. until 5:00 p.m.

Agencies may call the office as early as 8:00 a.m. by calling the agency line: (850) 595-0501

Trip requests from the public can be arranged by calling: (850) 595-0501

Hearing impaired clients may use the  
Florida Relay System by calling: 7-1-1 or (800) 955-8770

Text Telephone (TTY): (850) 595-0502

Toll Free: (844) 595-0501

Fax: (850) 595-0503

In person: 3346 McLemore Street, Pensacola, FL 32514

After hours, the phone system will send you to the dispatch office phone, (850) 595-0501, to answer any questions concerning your immediate transportation request.

Trip reservations for Saturday and Monday will be taken on Friday until 4:00 p.m.

The CTC reserves the right to request that clients make reasonable adjustments in pick up times to effectively provide shared ride trips.

- (b) Advanced notification. Request for trips is required at least 24 hours (1 day) prior to the day transportation is needed. ADA requires 24 hours (1 day) advance notice.
- (c) Cancellation requirements. You may call our office to cancel a ride on the day of that trip. Cancellations should be done in enough time to inform the driver before leaving to pick up the client, two hours or more prior to the appointment time. The CTC's office is the only entity to call to cancel trips that will be occurring on future dates. The CTC office number is (850) 595-0501. Clients should never cancel future trips by means of a driver or a carrier.
- (d) No show procedure. Failure to cancel a trip in the proper manner may result in a "no show." A no show occurs when:
1. The client is not ready within the five-minute window given at time of pick-up.
  2. The client is not at the pre-arranged pick up point.
  3. The client refuses to go when the driver arrives.
  4. The client refuses to pay the required fee.

ADA does not allow automatic cancellation of return trip.

Penalties. Actions for excessive no-shows.

1. After a second no show occurs, a letter of warning is sent to the client from the CTC.
2. If a third infraction occurs within sixty (60) days, a letter will be sent out by the CTC notifying the client that they have been suspended from service for a thirty (30) day period.
3. Once the client has been reinstated and another three infractions occur within a sixty (60) day period, the suspension is extended to forty-five (45) days. Once the client has been reinstated again and another three infractions occur within a sixty (60) day period, the suspension will be extended to sixty (60) days. The sponsoring agency may contact the CTC and reinstate their suspended client when unique situations result in a

suspension. The agency is responsible for counseling the clients so future no-shows will be minimized.

There may be occasions when a client is not picked up through no fault of the client (CTC error). This is not a *no-show*. When this type of error occurs and the CTC's office is alerted, we will make every effort to make this client a priority.

Any client who rides under a co-payment program (non-sponsored, or ADA) is responsible for payment each time he or she boards the vehicle. All co-pays are the responsibility of the client.

Prepaid tickets may be purchased at the Escambia County Community Transportation (ECCT) offices in the amounts of \$30 for a book of 20 for Non-Sponsored or \$70 for a book of 20 for ADA.

- (e) Backup / after-hours service. Whenever there is a delay due to a mechanical breakdown, traffic or weather conditions, the driver of the vehicle is responsible for making radio contact with the dispatcher and alerting them of the situation. The dispatcher will make every effort to contact the various agencies and/or family members of those clients.

When the cause of the delay is a breakdown or an accident that has disabled the vehicle, other available vehicles will be dispatched to assist in the transport of those clients.

In the event of an accident, the driver will immediately begin to check for any possible injuries. The driver will contact the dispatcher and report the accident and request assistance (ambulance, police, agencies) if needed. The dispatcher will then contact the Safety Manager and the General Manager to notify them of the accident. Other vehicles will be dispatched to assist in the transport of the clients. A detailed accident report will be completed by the driver, the dispatcher and the Safety Manager within 24 hours.

- (f) Service suspension. Any client who is violent, seriously disruptive and/or involved in any illegal conduct shall immediately be suspended for 30 days or until an appeal hearing is held. This includes, but is not limited to:

1. Threats of physical harm to other passengers, drivers, or other service personnel.
2. Physical assault or battery on a driver or other passengers.
3. Verbal abuse, intimidation or altercation with driver or other passengers.
4. Unlawful harassment of driver or other passengers, including, but not limited to unwelcome verbal, nonverbal, or physical behavior having sexual or racial connotations.
5. Unauthorized use of or willful damage to vehicle equipment.
6. Smoking while on board the vehicle.
7. Repeatedly violating riding rules, including smoking in the vehicle, standing while the vehicle is in motion, eating or drinking on the vehicle without valid medical reason, defacing equipment or refusing to comply with other service requirements specified in the policies included in this document.
8. Failing to maintain reasonably acceptable personal hygiene standards, which could interfere with the safe operation of the vehicle by the driver or with the use of the service by other passengers.

### **Eligibility**

**Non-Sponsor.** The CTC is responsible for verifying eligibility for the Transportation Disadvantaged Non-Sponsored program. To become eligible for this program, an application must be completed and submitted to the CTC's office. In order to be eligible, the individual submitting the application must have no other means of transportation available and at least one of the following:

1. a medical statement notifying the CTC of a physical or cognitive disability,
2. be over the age of sixty, or
3. have an economic hardship.

Other cases not meeting these criteria will be evaluated on a case-by-case basis. Proof of eligibility must be accompanied with the application.

Under all instances, there must be no other means of transportation available to the individual submitting the application. Once the application has been approved (normally within seven to ten business days), a letter of eligibility is sent to the applicant notifying them that they are eligible or not for the Non-Sponsored Program.

Also a Rider's Handbook explaining the rules and regulations is sent to eligible recipients at this time. Reservations for the Non-Sponsored Program are only accepted on a first come first served basis the day prior to the trip. The only exception to this is trips going to dialysis or chemotherapy.

Individuals utilizing the Non-Sponsored Program may request trips for two (2) consecutive days providing the funding is available for the first day's trip and the trips for both days are identical. This helps to reduce the number of phone calls coming into the reservation office. This procedure is only allowed based on current funding and may be changed or discontinued based on future funding levels.

Non-Sponsored clients who are using these funds for employment trips are being referred to the West Florida Regional Planning Council (WFRPC) Commuter Service program ([www.wfrpc.org/programs/rideon](http://www.wfrpc.org/programs/rideon) or 850-332-7976x227). By moving those clients into carpools and others means of transportation, these funds will be freed up for other individuals to use. Funding is limited on a daily basis. Once the funds have been depleted for the next day, trip requests are cut off. Reservations for Saturday through Monday trips are taken on Friday.

**ADA transportation.** ADA transportation is available for individuals unable to access the bus system due to a disability (permanent or temporary) and whose trip begins and ends within  $\frac{3}{4}$  miles of the bus route and during the times the fixed route operates. Unlimited rides are available during Escambia County Area Transit (ECAT) service hours.

Eligibility depends on functional limitations of the individual. Depending on the disability and whether or not using the bus system can be a learned (participation in travel training), eligibility may be permanent or temporary.

The ADA specifies three criteria to be eligible:

- Criteria 1: Any person with a temporary or permanent, physician-verified disability who can use an accessible vehicle, but cannot make the necessary trips to the bus stops. All buses are wheelchair lift equipped.
- Criteria 2: Because of a disability, any person who is not able to independently board or disembark from an accessible vehicle, including any disability that prevents a person from identifying a bus, following or understanding directions, waiting at a bus stop, moving from one bus to another, or recognizing a destination.
- Criteria 3: Travel must begin and end within the Escambia County bus service area. Trips that do not begin and end in this service area are not eligible.

A certification process determines ADA Transportation eligibility. Escambia County Area Transit (ECAT) coordinates with Escambia County Community Transportation (ECCT) to process ADA certification. **To apply, call 850-746-8130 ext 200**, request an application form and Medical Verification form to be signed by a licensed physician. After these forms are complete, call to schedule an interview. This interview may take up to ninety (90) minutes. You need to bring all necessary forms to your interview.

The application will be reviewed and the interviewer will discuss your travel ability and limitations. You will have a photo taken for an ID if eligibility is determined. ECAT will provide you with a free round trip on ADA transportation for the interview. You should be notified within 21 days after your interview of your possible eligibility. If the process takes more than 21 days, you become temporarily eligible until a determination is made. You will be mailed written notification of your eligibility along with your identification card. After notification, trips may be scheduled for up to two weeks in advance.

Any person believing that s/he has been unfairly treated, or has any concern or grievance with the certification, service provisions, operation and administration of the Escambia County ADA Transportation Service, shall be advised of the formal grievance procedure, which can be found on ECAT's website at: <https://goecat.com/ada-transportation-grievance-policy/>.

### **Transportation Operators and Coordination Contractors**

There are presently nine carriers participating in the Escambia County Coordinated System. Six are operator/carriers which are paid by the CTC directly for the service that they deliver. The three other carriers are considered a coordination contracted agency.

A coordination-contacted agency is an agency that performs their own client transportation and is utilizing state, federal, or local funds in the process. These agencies are responsible for meeting all of the standards established in the CTC's System Safety Program Plan and are also responsible for reporting Annual Operating Report statistics to the CTC.

If an agency is distributing fixed route tickets, then the number of clients receiving tickets, the type (ten ride, twenty ride, single, monthly, etc.), the number and the total cost must be reported to the CTC. Coordination contracts and the Annual Operating Report statistics are reviewed annually by the Local Coordinating Board.

**Escambia County Board of County Commissioners (BCC)** is the CTC for Escambia County and provides service as Escambia County Community Transportation (ECCT), which is currently operated by First Transit, Inc. ECCT provides door-to-door service to the ambulatory and wheelchair clientele for such programs as Non-sponsored, Council on Aging, Agency for Persons with Disabilities, Vocational Rehabilitation Services, Department of Transportation, and the various other agencies who request transportation through ECCT's office.

**Awesome Taxi** is a secondary operator/carrier who will provide service for difficult to schedule trips. The contract person is David Smith.

**Tucker/Yellow Cab of Pensacola** is a secondary operator/carrier who will provide service for difficult to schedule trips. The contact person is Karen Locklear.

**Escambia County Area Transit (ECAT)** provides the fixed route service. ECAT offers a bus pass system, which is utilized by several agencies for both the sponsored and non-sponsored programs.

### **Public Transit Utilization**

The CTC and its contract operator continue their efforts to educate appropriate paratransit riders and encourage use of the public transit system provided as Escambia County Area Transit (ECAT), a fixed-route service.

### **School Bus Utilization**

School bus vehicles have not been incorporated into the coordinated program and no agreements are in place for the use of those vehicles.

### **Vehicle Inventory**

A Vehicle Inventory of the vehicles utilized by ECCT is included in the appendices.

### **System Safety Program Plan Certification**

Each Coordinator and any transportation operators from whom service is purchased or funded by local government, state or federal transportation disadvantaged funds, shall ensure the purchasers that their operations and services are in compliance with the safety requirements as specified in Section 341.061, Florida Statutes, and Chapter 14-90, F.A.C. The System Safety Program Plan certification can be found in the appendices.

### **Intercounty Services**

Coordinators are required to plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator.

### **Emergency Preparedness and Response**

ECCT works in conjunction with Escambia County Area Transit (ECAT) and Escambia County Emergency Management during times of emergency. When there is advance warning, Emergency Management will contact ECCT and place the coordinated system on alert. ECCT will then notify any necessary carriers of the situation.

In the past, the primary carrier was the only operator who was called upon to assist with evacuation assistance. The media is utilized to notify the public of telephone numbers to call for assistance.

As Emergency Management receives calls, they notify ECAT directly and they notify the carrier with needed trip information, which consists of who to transport, where they are located, if special assistance is required and where they are to be transported. Emergency Management will also be the entity to authorize the return trips.

### **Educational Efforts/Marketing**

A marketing effort has been made by the CTC, which includes various speaking engagements at local agency fairs, seminars, and meetings. The CTC has also been responsible for posting fliers in various locations throughout the rural area. Various local agencies are also distributing brochures and notifying individuals of the services available.

In addition to this, public hearings and LCB meetings are advertised in the local newspaper inviting the general public to participate and voice their transportation concerns. The CTC also requests from the LCB assistance in marketing strategies to make the public aware of the \$1.00 tag renewal donations that will be placed into the non-sponsored program for Escambia County.

\*The Florida-Alabama Transportation Planning Organization (FL-AL TPO) kicked off a public transportation campaign in 2013 in order to promote, educate, and garner support for public transportation in the area. The campaign will continue through 2015.

### **Acceptable Alternatives**

The CTC has found no other alternative providers.

### **Service Standards**

Service standards are integral to the development and implementation of a quality transportation program to the transportation disadvantaged in a service area. Local service standards have been developed jointly by the Local Coordinating Board, the Planning Agency, and the Coordinator, consistent with those of the Commission. The following standards have been implemented by ECCT.



**Drug and Alcohol Policy.** All operators participating in the coordinated system must adhere to Department of Transportation 49 CFR Part 40 and shall have a written Drug and Alcohol Policy in place to be in compliance with FTA and FHWA.

**Escorts and children.** Children under the age of 16 and individuals requiring special loading assistance will be required to be accompanied by an escort. The exceptions to this rule are considered on a case-by-case basis. The escorts must be able to provide the necessary assistance to the passenger.

**Child Restraints.** Any child 5 years of age or younger must be transported by using a crash-tested, federally approved car seat. For children **up to 3 years old**, the restraint must be a separate carrier or a vehicle manufacturer's integrated child seat. The carrier is the responsibility of the parent or guardian. For children **aged 4 through 5 years**, a separate carrier, an integrated child seat, or a child booster seat may be used. Seats belts will be required for **5 year olds and older**. All children under the age of six years will be required to ride in the back seat of the vehicles.

**Rider Property.** Passengers will be allowed to bring up to two carry-on bags or packages on board the vehicle that can be securely placed in their lap or on the floor between the client's legs. Passengers must be able to independently carry any items brought onto the vehicle. Drivers will not be allowed to carry packages. Mobility or medical equipment (e.g., oxygen, cane, etc.) is not counted in the two items.

**Vehicle Transfer Points.** Vehicle transfer points will be located in a safe, well-lit and secured area that provides shelter.

**Local Toll Free Phone Number for Consumer Comment.** Toll free phone numbers will be included in the complaint process. The following numbers will be posted on letter size paper with 18 point or larger font in all vehicles.

Escambia County Community Transportation (ECCT) Center: 1-844-595-0501 toll free  
TD Ombudsman: 1-800-983-2435 toll free

**Out of Service Area Trips.** Out of county trips will be considered based on trip purpose and funding source on a case-by-case basis.

**Vehicle Cleanliness.** All vehicles should be free of dirt, trash, and sand. All vehicle interiors and exteriors will be cleaned on a regular basis.

**Billing Requirements to Contracted Operators.** The CTC shall make payments to the operator within a seven (7) day period once payment has been received from an agency. Payment will be based upon reconciled driver manifests and completed monthly carrier reports.

The CTC reserves the right to withhold payments if requested information is not provided to the CTC until such time that the information is received.

The operator will be reimbursed by the CTC for those trips actually completed once payment has been received from the requesting agency.

Cancellations, no-shows, rejected claims, and uncorrectable accounts are not reimbursable. If full payment is not received from an agency, the operators will be paid proportionately based on the amount received.

**Rider/Trip Data.** ECCT will collect the name, phone number, address, funding source eligibility, and any other pertinent information on each client.

**Adequate Seating.** Vehicle seating will not exceed the manufacturer's recommended capacity.

**Driver Identification.** All drivers are required to have either picture identification or nametag displayed at all times while transporting passengers.

**Passenger Assistance.** All drivers will be required to assist those passengers needing or requesting assistance from exterior door to exterior door and on/off the vehicle.

**Smoking and Eating on Vehicles.** There will be no smoking, to include electronic smoking devices and all e-cigarettes, at any time on any vehicles in the coordinated system. Eating and drinking on board the vehicle will be allowed only as a medical necessity to the passenger and only at the discretion of the driver.

**No-Show Policies.** Passenger no-shows are defined as trips not canceled prior to dispatch of the vehicle. Please see the accessing service portion of the TDSP update.

**Communication Equipment.** All vehicles will establish a two-way communication source through the utilization of radio or cellular phone.

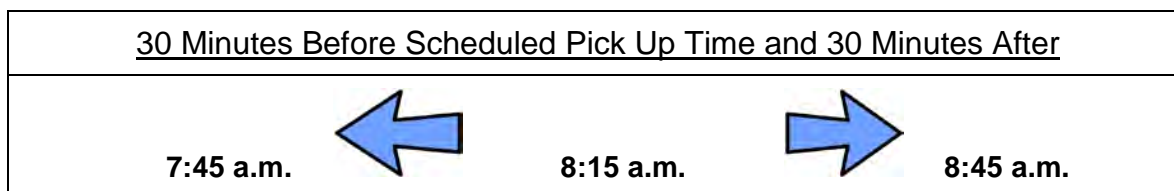
**Vehicle Air Conditioning and Heating Equipment.** All vehicles must have a workable air conditioning and heating system prior to the transport of passengers within the coordinated system. If either element is not functioning properly, the operator is responsible for repairing prior to providing passenger service with that vehicle.

**First Aid Policy.** The CTC does not require drivers to be trained in first aid.

**Cardiopulmonary Resuscitation.** The CTC does not require CPR.

**Pick-Up Window.** Clients are to be ready for pick up 30 minutes prior to their scheduled pick-up time. The “pick up window” for your trip will be 30 minutes before or 30 minutes after your scheduled pick up time. The driver will only wait five minutes for you to board from the beginning of the pick-up window. If you do not board within five minutes, the driver will notify dispatch, depart without you, and you will be considered a no-show.

*For example: Be ready at the beginning of the pickup window. If your scheduled pick-up time is 8:15 a.m., your pick-up window begins at 7:45 a.m., so be ready at 7:45 a.m.*



Trips of greater distances may require a larger pick-up window. When calling in for a reservation, the client will be told when they need to be ready based on the appointment time and the length of trip. The first 30 minutes of that hour is utilized to pick-up clients.

For scheduled returns, pick-up should occur within 60 minutes after that time. For those times that a client is unable to provide a return time (e.g., surgery, release from hospital, etc.), a demand-response trip will be worked into the existing schedule. This could result in an extended wait.

**On-Time Performance.** The primary operator will have a 90% on-time performance rate for all completed trips.

**Advance Reservation Requirements.** Prior day request is required for ADA.



**Public Transit Ridership.** ADA clients are instructed on the use of public transportation when they are initially interviewed for their eligibility.

**Complaints.** No more than 5 total complaints a month.

**Accidents.** One chargeable accident per 100,000 miles will be the maximum allowable number of accidents for the evaluation period.

**Road Calls.** There should be no less than 10,000 miles between road calls.

**Call Hold Time.** The Escambia County Community Transportation (ECCT) office has a system that will answer the ringing line and direct the call via menus to the appropriate party. As a result, reservationists are no longer required to place the client they are working with on hold to answer ringing lines. This will result in fewer interruptions and faster service for the client. When all reservationists are busy with calls, 90% of those callers on hold should be attended to within three (3) minutes.

**Driver Criminal Background Screening.** All drivers in the coordinated system must have a clear Level Two background screening prior to providing passenger service.

**Service Effectiveness.** The CTC and the LCB shall review the Annual Operating Report and determine acceptable levels for the performance measures that will be used to evaluate the service of effectiveness of the contracted operators.

**Contract Monitoring.** The CTC will perform at a minimum an annual evaluation of the contracted operator using the FDOT Safety Certification process.

**Riding Lifts.** Clients who are unable to step up on vehicles will be allowed to ride the lift on vehicles that meet the ADA safety standards; namely, those vehicles having hand rails. Drivers will not ride on the lifts unless unusual circumstances dictate. The safety of the clients is our primary concern.

### **Local Complaint and Grievance Procedure/Process**

The Community Transportation Coordinator (CTC) has established the following grievance procedure as authorized by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statutes and Rule 41-2, F.A.C.

A formal grievance is a written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services. The CTC shall make every effort to resolve any problems at the complaint stage prior to becoming a grievance.

Step 1:



- Community Transportation Coordinator

The CTC formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, potential users, private-for-profit operators, private non-profit operators, the designated official planning agency, elected officials, and drivers.

By contacting the CTC office, a written copy of the grievance process and rider policies will be made available to anyone, upon request. The CTC will be responsible for posting on all vehicles in plain view of riders, including transportation subcontractors and coordination contractors, the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance.

All grievances filed must contain the following information:

1. The name and address of the complainant.
2. A statement of the reasons for the grievance and supplemented by supporting documentation, made in a clear and concise manner.
3. An explanation of the requested relief desired by the complainant.

All formal grievances submitted to the CTC shall be mailed to:

Escambia County Board of County Commissioners  
Public Works Department, Trans & Traffic Ops Division  
Donald A. Christian III  
3363 West Park Place  
Pensacola, FL 32505  
Phone: 850.595.3436  
[dachrist@co.escambia.fl.us](mailto:dachrist@co.escambia.fl.us)

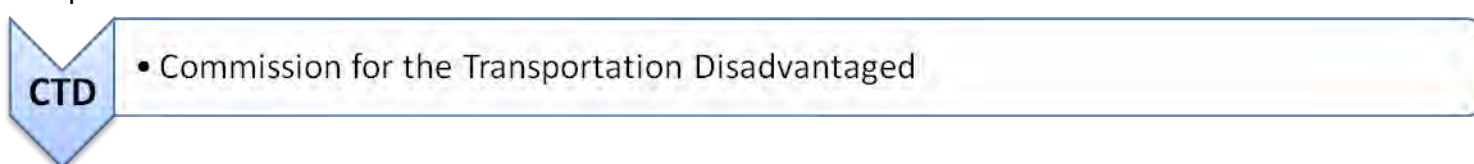
Step 2:



If the aggrieved party is not satisfied with the CTC decision, they may have the Local Coordinating Board (LCB) Grievance Committee hear the grievance and make recommendations to the CTC on their behalf.

To request a LCB Grievance Committee contact the Escambia County Transportation Disadvantaged Coordinating Board Chair at P.O. Box 11399, Pensacola, FL 32524-1399 (phone 850-332-7976 x231 or 1-800-226-8914).

Step 3:



If satisfaction cannot be achieved at the local level, a grievance/complaint can be submitted to the Commission for the Transportation Disadvantaged (CTD) Ombudsman Program/TD Hotline at 1-800-983-2435.

Similar to the LCB, the Commission for the Transportation Disadvantaged can hear a grievance and make recommendations or advise the CTC. Apart from these grievance processes, aggrieved parties also have recourse through Chapter 120, F.S., administrative hearing process or the judicial court system.

**Note:** At any point in the grievance process, the grievant may submit the grievance to the, CTC, Local Coordinating Board (LCB) or the Commission for Transportation Disadvantaged Ombudsman.

### CTC Monitoring Procedures of Operators and Coordination Contractors

The agency conducts an annual evaluation of its Operators and Coordination Contractors to ensure contractual compliance. The agency monitors Operators and Coordination Contractors by examining the areas listed in the Safety Compliance Review. The review is conducted on an annual basis to ensure compliance with the Safety System Program Plan, Commission and locally approved standards, and insurance requirements.

A written letter and report are issued to the Operators and Coordination Contractors citing items that require corrections. A deadline is given for corrections to be made. A follow up monitoring is conducted if necessary.

### Coordination Contract Evaluation Criteria

The agency conducts an annual evaluation of its Coordination Contractors to ensure contractual compliance. The agency monitors Coordination Contractors by examining the areas listed in the Safety Compliance Review. The review is conducted on an annual basis. The evaluation report is provided to the Local Coordinating Board for review and approval of continuation of a coordination contract.

## COST/REVENUE ALLOCATION & RATE STRUCTURE JUSTIFICATION

The Commission has established the Rate Calculation Model, a standard process for the development of rates for transportation services that are arranged or provided by the Coordinator. This model can be used by the Commission in comparing and approving rates to be paid to and used by Coordinators and in determining cost-based rates to be charged to all purchasing agencies.

The Rate Calculation Model Worksheets and Rates for Services are reviewed and updated annually. The Rate Calculation Model allows for annual changes to occur based on changes to the level of service, expenditures and revenues.

Rates for transportation services are included in the service rates summary table below. The summary table outlines the type of service provided, unit rate, and cost per unit.

The Escambia County CTC has chosen to use the Contracted Services Rate per Passenger Mile. The Rate Model worksheets for FY 2016/17 are located in the appendices for reference.

**Escambia County  
Service Rates Summary**

Type of Service	Unit	FY 2015/16 Passenger Mile Rate Only	Amended FY 2015/16 Passenger Mile Rate Only	Approved 05-24-2016 FY 2016/17 Passenger Mile Rate Only	Amendment FY 2016/17 Contracted Services per Passenger Mile
Ambulatory	Passenger Mile	\$ 2.41	\$ 1.62	\$ 1.45	<b>\$ 2.75</b>
Wheelchair	Passenger Mile	\$ 4.13	\$ 2.77	\$ 2.48	<b>\$ 4.16</b>
Stretcher	Passenger Mile	\$ 8.61	N/A	N/A	<b>N/A</b>

# Quality Assurance

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The Local Coordinating Board reviews and approves the Service Plan and it is submitted to the Commission for the Transportation Disadvantaged for final action. The Commission provides feedback on what areas of the plan need to be modified for next year.

The previous Transportation Disadvantaged Service Plan (TDSP) signed review letter and roll call sheet are included in the appendices. The previous TDSP was approved and no items were cited as deficient or inadequate.

## **Community Transportation Coordinator Evaluation Process**

A Local Coordinating Board subcommittee assists the planning agency in evaluating the Community Transportation Coordinator on an annual basis. The evaluation of the CTC is based on performance indicators, measures of effectiveness and efficiency, and level of coordination. The evaluation worksheets are included in the appendices.

In an effort to monitor the services provided to the transportation disadvantaged by the CTC, an annual survey of the riders is conducted. The data is used to identify areas where the CTC is achieving its goals and objectives and areas where they are not. The rider surveys were conducted at the beginning of the year.

A summary of the survey results along with a comparison of the previous two years are included in the appendices along with the comments that were submitted.

The survey results indicate that 43% of the trips were for school/work while 36% were for medical/dental.

Also, it should be noted that 53% use community transportation 11 or more days a month.

If community transportation was not provided, 50% indicated they would not be able to make the trip.

# Appendices

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Memorandum of Agreement between CTD and CTC

Transportation Disadvantaged Program Concept Chart

Organization Chart

Paratransit Vehicle Inventory

Previous Safety System Program Plan (SSPP) Certifications - *not provided by CTC*

Glossary of Terms

Rider Survey Comments

Rider Survey Results & Comparisons

CTC Evaluation

Rate Model Worksheets

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Contract # TD 1448

Effective: 7-1-14 to 6-30-19

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

ESCAMBIA county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

I. The Coordinator Shall:

- A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.
- B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.
- C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.
- D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

Verified By: *D. Harris*

Date: *5/8/2014*



E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.
2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.
3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.
4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.
5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.
  3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.
  4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.
- H. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and
  2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of \$1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.



- J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- K. Protect Civil Rights by:
1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.
  2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
1. 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 the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
  2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
  3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
  4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.



P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. 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 assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged 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.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from 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.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services 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.
11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

II. The Commission Shall:

- A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.
- B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

- A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.
- C. Termination Conditions:
  1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
  2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.
- D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.
- E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450**. The representative/position of the Coordinator responsible for administration of the program under this Agreement is: Assistant County Administrator Larry Newsom

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on February 25, 2014.

Lumon J. May, Chairperson  
Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION  
COORDINATOR:

STATE OF FLORIDA, COMMISSION FOR  
THE TRANSPORTATION DISADVANTAGED:

Escambia County Board of County Commissioners

Agency Name

Lumon J. May, Chairman

Typed Name of Authorized Individual

Signature: *Lumon J. May*

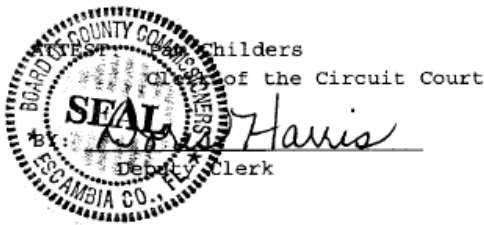
Title: Chairman

Steven E Holmes

Typed Name of Authorized Individual

Signature: *Steven E Holmes*

Title: Executive Director



BCC Approved 04-29-2014

Date Executed

May 8, 2014

Approved as to form and legal  
sufficiency.

By/Title: *Kristina H. ...*

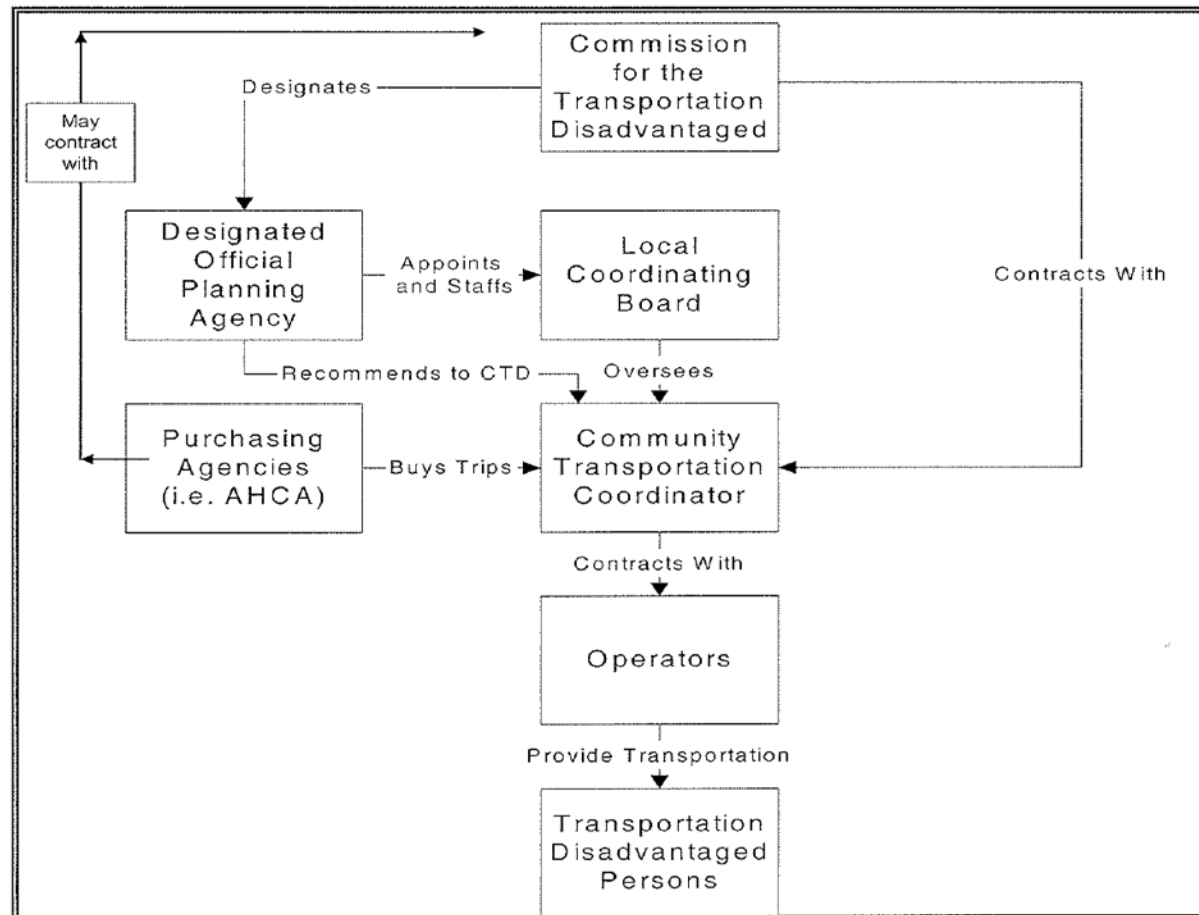
Date: 4/24/14

Rev. 04/02/12

## Transportation Disadvantaged Program Concept Chart

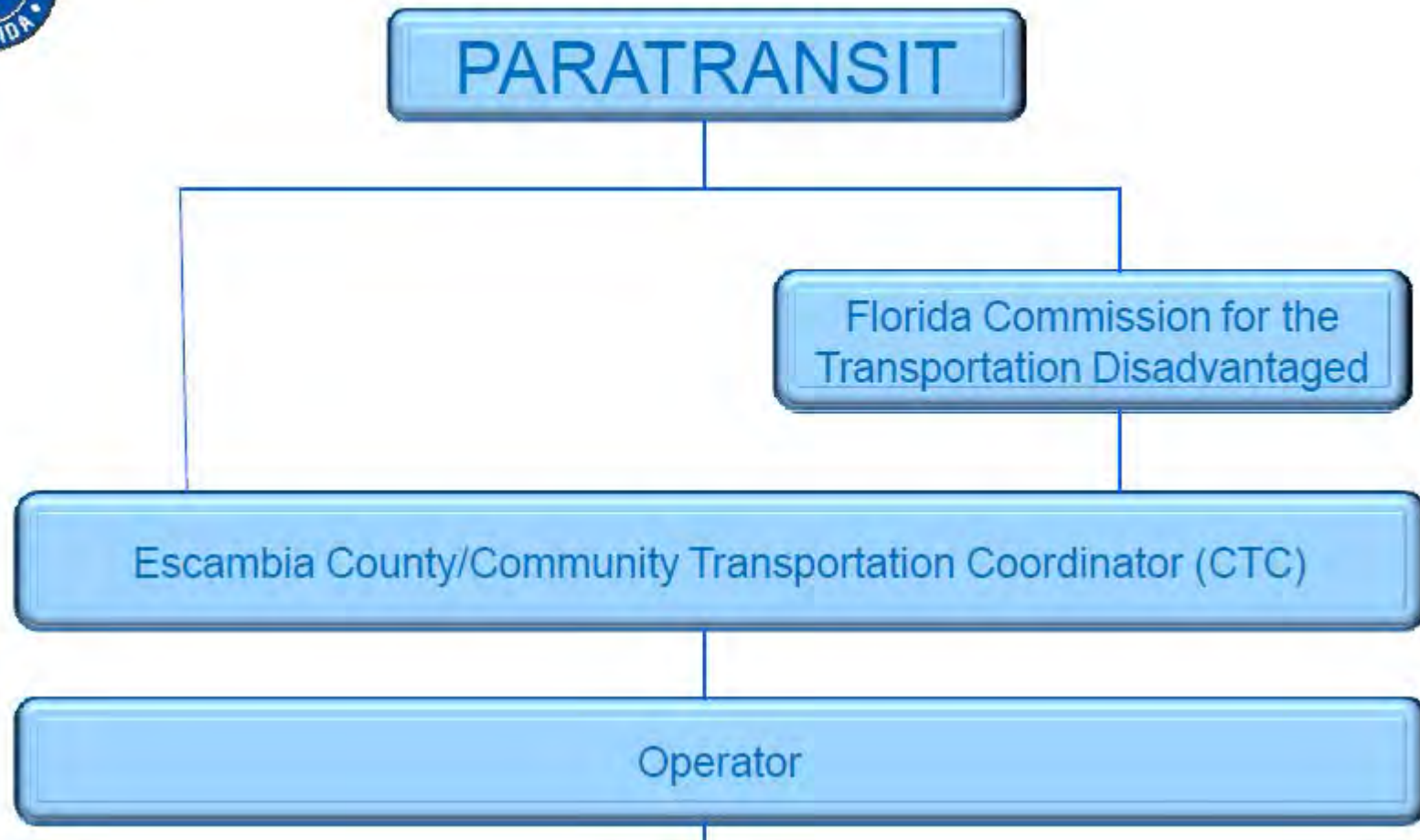
Figure 1

### Organization of Florida's Coordinated Transportation Program





CTC ORGANIZATION CHART  
Figure 2



**PARATRANSIT  
Vehicle Roster**

<b>Unit #</b>	<b>License Plate #</b>	<b>VIN #</b>	<b>Ambulatory Wheelchair / Stretcher</b>	<b># Passengers</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Color</b>
<b>19</b>	COUNTY TAGS 240114	1G1ZS518X6F277594	3A	4	2006	CHEVY	Malibu	White
<b>208</b>	COUNTY TAGS 160296	1FTNE24L49DA92601	9A	10	2010	FORD	E250	White
<b>209</b>	COUNTY TAGS TB8579	1GAZGZFA1E1210656	14A	15	2014	CHEVY	350	White
<b>210</b>	COUNTY TAGS TA9959	1GAZGZFA9E1213093	14A	15	2014	CHEVY	350	White
<b>211</b>	COUNTY TAGS TB8655	2C7WDGCGXER478247	3A/1W	5	2014	DODGE	Caravan	White
<b>212</b>	COUNTY TAGS TB8654	2C7WDGCG8ER478246	3A/1W	5	2014	DODGE	Caravan	White
<b>777</b>	822 RAN (FL)	1FADP3F24EL410531	4A	4	2015	FORD	Focus	White
<b>806</b>	477 REX (FL)	1GBE4V1978F416774	12A/2W	15	2008	CHEVY	4500	White
<b>807</b>	478 REX (FL)	1GBE4V1968F403840	12A/2W	15	2008	CHEVY	4500	White
<b>838</b>	COUNTY TAGS TC4422	1GB6G5BG3B1110765	6A/4W	11	2011	CHEVY	4500	White
<b>839</b>	COUNTY TAGS TC4424	1GB6G5BG7B1110574	6A/4W	11	2011	CHEVY	4500	White
<b>840</b>	COUNTY TAGS TV8578	1GB6G5BG0B1110352	6A/4W	11	2011	CHEVY	4500	White
<b>1435</b>	COUNTY TAGS TD8653	1GB3G2CG9E1208624	8A/2W	11	2014	CHEVY	450	White
<b>1436</b>	COUNTY TAGS TD8651	1GB3G2CGOE1208219	8A/2W	11	2014	CHEVY	450	White
<b>1437</b>	COUNTY TAGS TD8652	1GB3G2CG1E1208049	8A/2W	11	2014	CHEVY	450	White
<b>1438</b>	COUNTY TAGS TD8655	1GB3G2CG7E1207651	8A/2W	11	2014	CHEVY	450	White
<b>1439</b>	COUNTY TAGS TD8650	1GB3G2CG7E1208637	8A/2W	11	2014	CHEVY	450	White
<b>1440</b>	COUNTY TAGS TD8645	1GB3G2CG6E1209245	8A/2W	11	2014	CHEVY	450	White
<b>1441</b>	COUNTY TAGS TD3299	1GB3G2CG1E1208679	8A/2W	11	2014	CHEVY	450	White
<b>1442</b>	COUNTY TAGS TD3298	1GB3G2CG0E1207975	8A/2W	11	2014	CHEVY	450	White
<b>1443</b>	COUNTY TAGS TD3300	1GB3G2CG4E1207722	8A/2W	11	2014	CHEVY	450	White
<b>1444</b>	COUNTY TAGS TC6664	1GB3G2CG0E1209869	8A/2W	11	2014	CHEVY	450	White
<b>1445</b>	COUNTY TAGS TD7339	1GB3G2CG0E1209404	8A/2W	11	2014	CHEVY	450	White
<b>1446</b>	COUNTY TAGS TD7340	1GB3G2CG3E1209557	8A/2W	11	2014	CHEVY	450	White
<b>1447</b>	COUNTY TAGS TD7341	1GB3G2CG5E1209611	8A/2W	11	2014	CHEVY	450	White



## Glossary of Terms

### Commission for the Transportation Disadvantaged - Glossary of Terms and Abbreviations

The following glossary is intended to coordinate terminology within the Florida Coordinated Transportation System. It is imperative that when certain words or phrases are used, the definition must be universally acknowledged.

**Accidents:** when used in reference to the AOR, the total number of reportable accidents that occurred through negligence of the transportation provider whereby the result was either property damage of \$1,000.00 or more, or personal injury that required evacuation to a medical facility, or a combination of both.

**(AER)** Actual Expenditure Report: an annual report completed by each state member agency and each official planning agency, to inform the Commission in writing, before September 15 of each year, of the specific amount of funds the agency expended for transportation disadvantaged services.

**Advance Reservation Service:** shared or individual paratransit service that is readily delivered with at least prior day notification, seven days a week, 24 hours a day.

**Agency:** an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private non-profit transportation service providing entity.

**(ADA)** Americans with Disabilities Act: a federal law, P.L. 101-336, signed by the President of the United States on July 26, 1990 providing protection for persons with disabilities.

**(AOR)** Annual Operating Report: an annual report prepared by the community transportation coordinator detailing its designated service area operating statistics for the most recent operating year.

**(APR)** Annual Performance Report: an annual report issued by the Commission for the Transportation Disadvantaged that combines all the data submitted in the Annual Operating Reports and the CTD Annual Report.

**(ASE)** Automotive Service Excellence: a series of tests that certify the skills of automotive technicians in a variety of maintenance areas.

**Availability:** a measure of the capability of a transportation system to be used by potential riders, such as the hours the system is in operation, the route spacing, the seating availability, and the pickup and delivery time parameters.

**Bus:** any motor vehicle designed for carrying more than 10 passengers and used for the transportation of persons of compensation.

**Bus Lane:** a street or highway lane intended primarily for buses, either all day or during specified periods, but used by other traffic under certain circumstances.

**Bus Stop:** a waiting, boarding, and disembarking area, usually designated by distinctive signs and by curbs or pavement markings.

**(CUTR)** Center for Urban Transportation Research: a research group located at the University of South Florida's College of Engineering.

**(CMBE)** Certified Minority Business Enterprise: any small business concern which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51 percent owned by minority persons and whose management and daily operations are controlled by such persons. These businesses should be certified by the Florida Department of management Services.

**Chapter 427**, Florida Statutes: the Florida statute establishing the Commission for the Transportation Disadvantaged and prescribing its duties and responsibilities.

**Commendation:** any written compliment of any aspect of the coordinated system, including personnel, vehicle, service, etc.

**(CDL)** Commercial Driver's License: a license required if a driver operates a commercial motor vehicle, including a vehicle that carries 16 or more passengers (including the driver), or a vehicle weighing more than 26,000 pounds.

**Commission: the Commission for the Transportation Disadvantaged** as authorized in Section 427.013, Florida Statutes.

**(CTD)** Commission for the Transportation Disadvantaged: an independent agency created in 1989 to accomplish the coordination of transportation services provided to the transportation disadvantaged. Replaced the Coordinating Council on the Transportation Disadvantaged.

**(CTC)** Community Transportation Coordinator: (formerly referred to as A coordinated community transportation provider) a transportation entity competitively procured or recommended by the appropriate official planning agency and local Coordinating Board and approved by the Commission, to ensure that safe, quality coordinated transportation services are provided or arranged in a cost effective manner to serve the transportation disadvantaged in a designated service area.

**Competitive Procurement:** obtaining a transportation operator or other services through a competitive process based upon Commission-approved procurement guidelines.

**Complaint:** any written customer concern involving timeliness, vehicle condition, quality of service, personnel behavior, and other operational policies.

**Complete (or Full) Brokerage:** type of CTC network in which the CTC does not operate any transportation services itself, but contracts with transportation operators for the delivery of all transportation services.

**Coordinated Transportation System:** includes the CTC, the transportation operators and coordination contractors under contract with the CTC, the official planning agency, and local Coordinating Board involved in the provision of service delivery to the transportation disadvantaged within the designated service area.

**Coordinated Trips:** passenger trips provided by or arranged through a CTC.

**Coordinating Board:** an entity in each designated service area composed of representatives who provide assistance to the community transportation coordinator relative to the coordination of transportation disadvantaged services.

**Coordination:** the arrangement for the provision of transportation services to the transportation disadvantaged in a manner that is cost effective, safe, efficient, and reduces fragmentation and duplication of services. Coordination is not the same as total consolidation of transportation disadvantaged services in any given service area.

**Coordination Contract:** a written contract between the community transportation coordinator and an agency who receives transportation disadvantaged funds and performs some, if not all of, its own services, as well as services to others, when such service has been analyzed by the CTC and proven to be a safer, more effective and more efficient service from a total system perspective. The Commission's standard contract reflects the specific terms and conditions that will apply to those agencies who perform their own transportation, as well as joint utilization and cost provisions for transportation services to and from the coordinator.

**Deadhead:** the miles or hours that a vehicle travels when out of revenue service. From dispatch point to first pickup, and from last drop-off to home base, or movements from home base to maintenance garage or fuel depot, and return.

**Demand Response:** a paratransit service that is readily delivered with less than prior day notification, seven days a week, 24 hours a day. This service can be either an individual or shared ride.

**Designated Service Area:** a geographical area subject to approval by the Commission, which defines the community where coordinated transportation services will be provided to the transportation disadvantaged.

**Disabled Passenger:** anyone which a physical or mental impairment that substantially limits at least one of the major life activities (i.e., caring for one's self, walking, seeing, hearing, speaking, learning).

**Dispatcher:** the person responsible for having every scheduled run leave the yard or garage on time and maintain a schedule, matching the work force with the workload on a minute-by-minute basis. In demand-response transportation, the person who assigns the customer to vehicles and notifies the appropriate drivers.

**Driver Hour:** the period of one hour that a person works whose main responsibility is to drive vehicles.

**Economies of Scale:** cost savings resulting from combined resources (e.g., joint purchasing agreements that result in a lower cost per gallon or quantity discount for fuel).

**Effectiveness Measure:** a performance measure that indicates the level of consumption per unit of output. Passenger trips per vehicle mile is an example of an effectiveness measure.

**Efficiency Measure:** a performance measure that evaluates the level of resources expended to achieve a given level of output. An example of an efficiency measure is operating cost per vehicle mile.

**Emergency:** any occurrence, or threat thereof, whether accidental, natural or caused by man, in war or in peace, which results or may result in substantial denial of services to a designated service area for the transportation disadvantaged.

**Emergency Fund:** transportation disadvantaged trust fund monies set aside to address emergency situations and which can be utilized by discreet contract, without competitive bidding, between the Commission and an entity to handle transportation services during a time of emergency.

**Employees:** the total number of persons employed in an organization.

**Fixed Route:** (also known as Fixed Route/Fixed Schedule) service in which the vehicle(s) repeatedly follows a consistent time schedule and stopping points over the same route, whereby such schedule, route or service is not at the users request (e.g. conventional city bus, fixed guideway).

**(FAC)** Florida Administrative Code: a set of administrative codes regulating the state of Florida.

**(FCTS)** Florida Coordinated Transportation System: a transportation system responsible for coordination and service provisions for the transportation disadvantaged as outlined in Chapter 427, Florida Statutes.

**(FDOT)** Florida Department of Transportation: a governmental entity. The CTD is housed under the Florida Department of Transportation for administrative purposes.

**(FS)** Florida Statutes: the laws governing the state of Florida.

**(FTE)** Full Time Equivalent: a measure used to determine the number of employees based on a 40-hour work-week. One FTE equals 40 work hours per week.

**(FAC)** Fully Allocated Costs: the total cost, including the value of donations, contributions, grants or subsidies, of providing coordinated transportation, including those services which are purchased through transportation operators or provided through coordination contracts.

**General Trips:** passenger trips by individuals to destinations of their choice, not associated with any agency program.

**Goal:** broad conditions that define what the organization hopes to achieve.

**Grievance Process:** a formal plan that provides a channel for the adjustment of grievances through discussions at progressively higher levels of authority, culminating in mediation, if necessary.

**In Service:** the time a vehicle begins the route to provide transportation service to the time the route is completed.

**In-Take Clerk/ Reservationist:** an individual whose primary responsibility is to accept requests for trips, enter dates on requests, determine eligibility and provide customer service.

**Latent Demand:** demand that is not active (I.E., the potential demand of persons who are not presently in the market for a good or service).

**Limited Access:** the inability of a vehicle, facility or equipment to permit entry or exit to all persons. Lack of accessibility of vehicle, facility or other equipment.

**Load Factor:** the ratio of use to capacity of equipment or a facility during a specified time period.

**Local Government:** an elected and/or appointed public body existing to coordinate, govern, plan, fund, and administer public services within a designated, limited geographic area of the state.

**Local Government Comprehensive Plan:** a plan that meets the requirements of Sections 163.3177 and 163.3178, Florida Statutes.

**(LCB)** Local Coordinating Board: an entity in each designated service area composed of representatives appointed by the official planning agency. Its purpose is to provide assistance to the community transportation coordinator concerning the coordination of transportation-disadvantaged services.

**(MIS)** Management Information System: the mechanism that collects and reports key operating and financial information for managers on a continuing and regular basis.

**(MOA)** Memorandum of Agreement: the state contract included in the transportation disadvantaged service plan for transportation disadvantaged services purchased by federal, state, or local government transportation disadvantaged funds. This agreement is between the Commission and the community transportation coordinator and recognizes the community transportation coordinator as being responsible for the arrangement of the provision of transportation-disadvantaged services for a designated service area.

**(MPO)** Metropolitan Planning Organization: the area-wide organization responsible for conducting the continuous, cooperative and comprehensive transportation planning and programming in accordance with the provisions of 23 U.S.C.s. 134, as provided in 23 U.S.C.s. 104(f)(3). Also serves as the official planning agency referred to in Chapter 427, F.S. Many MPOs have been renamed as TPOs (Transportation Planning Organizations).

**Network type:** describes how a community transportation coordinator provides service, whether as a complete brokerage, partial brokerage, or sole provider.

**Non-coordinated Trip:** a trip provided by an agency, entity, or operator who is in whole or in part subsidized by local, state, or federal funds, and who does not have coordinator/operator contract with the community transportation coordinator.

**Non-sponsored Trip:** transportation disadvantaged services that are sponsored in whole by the Transportation Disadvantaged Trust Fund.

**Objective:** specific, measurable conditions that the organization establishes to achieve its goals.

**Off Peak:** a period of day or night during which travel activity is generally low and a minimum of transit service is operated.

**(OPA)** Official Planning Agency: the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning. The Metropolitan Planning Organization shall serve as the planning agency in areas covered by such organizations.

**Operating Cost:** the sum of all expenditures that can be associated with the operation and maintenance of the system during the particular period under consideration.

**Operating Cost per Driver Hour:** operating costs divided by the number of driver hours, a measure of the cost efficiency of delivered service.

**Operating Cost per Passenger Trip:** operating costs divided by the total number of passenger trips, a measure of the efficiency of transporting riders. One of the key indicators of comparative performance of transit properties since it reflects both the efficiency with which service is delivered and the market demand for the service.

**Operating Cost per Vehicle Mile:** operating costs divided by the number of vehicle miles, a measure of the cost efficiency of delivered service.

**Operating Environment:** describes whether the community transportation coordinator provides service in an urban or rural service area.

**Operating Expenses:** sum of all expenses associated with the operation and maintenance of a transportation system.

**Operating Revenues:** all revenues and subsidies utilized by the operator in the provision of transportation services.

**Operating Statistics:** data on various characteristics of operations, including passenger trips, vehicle miles, operating costs, revenues, vehicles, employees, accidents and roadcalls.

**Operator Contract:** a written contract between the community transportation coordinator and a transportation operator to perform transportation services.

**Organization Type:** describes the structure of a community transportation coordinator, whether it is a private-for-profit, private non-profit, government, quasi-government, or transit agency.

**Paratransit:** elements of public transit that provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon between the user and the provider of the service. Paratransit services are provided by sedans, vans, buses, and other vehicles.

**Partial Brokerage:** type of CTC network in which the CTC provides some of the on-street transportation services and contracts with one or more other transportation operators to provide the other portion of the on-street transportation disadvantaged services, including coordination contractors.

**Passenger Miles:** a measure of service utilization, which represents the cumulative sum of the distances ridden by each passenger. This is a duplicated mileage count. For example: If 10 people ride together for 10 miles, there would be 100 passenger miles.

**Passenger Trip:** a unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip. This unit of service is also known as a one-way passenger trip.

**Passenger Trips per Driver Hour:** a performance measure used to evaluate service effectiveness by calculating the total number of passenger trips divided by the number of driver hours.

**Passenger Trips per Vehicle Mile:** a performance measure used to evaluate service effectiveness by calculating the total number of passenger trips divided by the number of vehicle miles.

**Performance Measure:** statistical representation of how well an activity, task, or function is being performed. Usually computed from operating statistics by relating a measure of service output or utilization to a measure of service input or cost.

**Potential TD Population:** (formerly referred to as TD Category I) includes persons with disabilities, senior citizens, low-income persons, and high risk or at risk children. These persons are eligible to receive certain governmental and social service agency subsidies for program-related trips.

**Program Trip:** a passenger trip supplied or sponsored by a human service agency for the purpose of transporting clients to and from a program of that agency (e.g., sheltered workshops, congregate dining, and job training).

**Public Transit:** means the transporting of people by conveyances or systems of conveyances traveling on land or water, local or regional in nature, and available for use by the public. Public transit systems may be governmental or privately owned. Public transit specifically includes those forms of transportation commonly known as paratransit.

**Purchased Transportation:** transportation services provided for an entity by a public or private transportation provider based on a written contract.

**(QAPE)** Quality Assurance and Program Evaluation.

**(RBF)** Request for Bids: a competitive procurement process.

**(RFP)** Request for Proposals: a competitive procurement process.

**(RFQ)** Request for Qualifications: a competitive procurement process.



**Reserve Fund:** transportation disadvantaged trust fund monies set aside each budget year to insure adequate cash is available for incoming reimbursement requests when estimated revenues do not materialize.

**Revenue Hours:** total vehicle hours used in providing passenger transportation, excluding deadhead time.

**Revenue Miles:** the total number of paratransit service miles driven while TD passengers are actually riding on the vehicles. This figure should be calculated from first passenger pick-up until the last passenger drop-off, excluding any breaks in actual passenger transport. For example: if 10 passengers rode 10 miles together, there would be 10 revenue miles.

**Ridesharing:** the sharing of a vehicle by clients of two or more agencies, thus allowing for greater cost efficiency and improved vehicle utilization.

**Roadcall:** any in-service interruptions caused by failure of some functionally necessary element of the vehicle, whether the rider is transferred or not. Roadcalls exclude accidents.

**Rule 41-2, F.A.C.:** the rule adopted by the Commission for the Transportation Disadvantaged to implement provisions established in Chapter 427, F.S.

**Scheduler:** a person who prepares an operating schedule for vehicles on the basis of passenger demand, level of service, and other operating elements such as travel times or equipment availability.

**Shuttle:** a transit service that operates on a short route, or in a small geographical area, often as an extension to the service of a longer route.

**Sole Provider:** (also referred to as Sole Source) network type in which the CTC provides all of the transportation disadvantaged services.

**Sponsored Trip:** a passenger trip that is subsidized in part or in whole by a local, state, or federal government funding source (not including monies provided by the TD Trust Fund).

**Standard:** something established by authority, custom, or general consent as a model or example.

**Stretcher Service:** a form of non-emergency paratransit service whereby the rider is transported on a stretcher, gurney, or other device that does not meet the dimensions of a wheelchair as defined in the Americans with Disabilities Act.

**Subscription Service:** a regular and recurring service in which schedules are prearranged, to meet the travel needs of riders who sign up for the service in advance. The service is characterized by the fact that the same passengers are picked up at the same location and time and are transported to the same location, and then returned to the point of origin in the same manner.

**(SSPP) System Safety Program Plan:** a documented organized approach and guide to accomplishing a system safety program set forth in Florida Rule 14-90.

**Total Fleet:** this includes all revenue vehicles held at the end of the fiscal year, including those in storage, emergency contingency, awaiting sale, etc.

**(TQM) Total Quality Management:** a management philosophy utilizing measurable goals and objectives to achieve quality management practices.

**Transportation Alternative:** those specific transportation services that are approved by rule to be acceptable transportation alternatives, and defined in s.427.018, F.S.

**(TD) Transportation Disadvantaged:** those persons, including children as defined in s.411.202 F.S., who because of physical or mental disability, income status, or inability to drive due to age or disability are unable to transport themselves or to purchase transportation and have no other form of transportation available. These persons are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, or medically necessary or life-sustaining activities.

**Transportation Disadvantaged Funds:** any local government, state or available federal funds that are for the transportation of the transportation disadvantaged. Such funds may include, but are not limited to, funds for planning, transportation provided pursuant to the ADA, administration of transportation disadvantaged services, operation, procurement and maintenance of vehicles or equipment, and capital investments. Transportation disadvantaged funds do not include funds expended by school districts for the transportation of children to public schools or to receive service as a part of their educational program.

**Transportation Disadvantaged Population:** (formerly referred to as TD Category II) persons, including children, who, because of disability, income status, or inability to drive due to age or disability are unable to transport themselves.

**(TDSP) Transportation Disadvantaged Service Plan:** a three-year implementation plan, with annual updates developed by the CTC and the planning agency, which contains the provisions of service delivery in the coordinated transportation system. The plan shall be reviewed and recommended by the local Coordinating Board.

**(TPO) Transportation Planning Organization.**

**Transportation Disadvantaged Trust Fund:** a fund administered by the Commission for the Transportation Disadvantaged in which all fees collected for the transportation disadvantaged program shall be deposited. The funds deposited will be appropriated by the legislature to the Commission to carry out the Commission's responsibilities. Funds that are deposited may be used to subsidize a portion of a transportation disadvantaged person's transportation costs, which are not sponsored by an agency.

**Transportation Operator:** a public, private for profit, or private non-profit entity engaged by the community transportation coordinator to provide service to the transportation disadvantaged pursuant to an approved coordinated transportation system transportation disadvantaged service plan.

**Transportation Operator Contract:** the Commission's standard coordination/operator contract between the community transportation coordinator and the transportation operator that outlines the terms and conditions for any services to be performed.

**Trend Analysis:** a common technique used to analyze the performance of an organization over a period of time.

**Trip Priorities:** various methods for restricting or rationing trips.

**Trip Sheet:** a record kept of specific information required by ordinance, rule or operating procedure for a period of time worked by the driver of a public passenger vehicle in demand-response service. Also known as a driver log.

**(UPHC) Unduplicated Passenger Head Count:** the actual number of people that were provided paratransit transportation services, not including personal care attendants, non-paying escorts, or persons provided fixed schedule/fixed route service.

**Unmet Demand:** the number of trips desired but not provided because of insufficient service supply.



**Urbanized Area:** a city (or twin cities) that has a population of 50,000 or more (central city) and surrounding incorporated and unincorporated areas that meet certain criteria of population size or density.

**(USDHHS)** U.S. Department of Health and Human Services: a federal agency regulating health and human services.

**(USDOT)** U.S. Department of Transportation: a federal agency regulating the transportation field.

**Van Pool:** a prearranged ride-sharing service in which a number of people travel together on a regular basis in a van. Van pools are commonly a company-sponsored van that has a regular volunteer driver.

**Vehicle Inventory:** an inventory of vehicles used by the CTC, transportation operators, and coordination contractors for the provision of transportation disadvantaged services.

**Vehicle Miles:** the total distance traveled by revenue vehicles, including both revenue miles and deadhead miles.

**Vehicle Miles per Vehicle:** a performance measure used to evaluate resource utilization and rate of vehicle depreciation, calculated by dividing the number of vehicle miles by the total number of vehicles.

**Vehicles:** number of vehicles owned by the transit agency that are available for use in providing services.

**Volunteers:** individuals who do selected tasks for the community transportation coordinator or its contracted operator, for little or no compensation.

**Will-Calls:** these are trips that are requested on a demand response basis, usually for a return trip. The transportation provider generally knows to expect a request for a will-call trip, but can not schedule the trip in advance because the provider does not know the exact time a passenger will call to request his/her trip.

**ESCAMBIA COUNTY COMMUNITY TRANSPORTATION**  
**2016 RIDER SURVEY COMMENTS**

**Comments:**

1. I love the drivers.
2. I am very pleased.
3. Bring back messages for non-sponsored trips. Have more than 20 people on hold.
4. Need more buses.
5. Overall the service is good but one time recently they made me 10 minutes late for work!!
6. Problems scheduling early morning rides – they fill up too quickly.
7. Poor Service!!
8. Mail schedule of dates when ADA transit won't run for holidays.
9. Ms. Annie would like to get to the doctor appt. on time and to get back home on time, please.
10. Suggestion: When making reservations, there should be 2 lines. 1. Should be for ADA and 2. Should be for non-sponsored.
11. Cannot thank everyone at ECCT enough! Greatly appreciate!
12. All great drivers. Sometimes be on time someone of them Mr. and Mrs. English, Victor, and Glenda or Susan and Alice, Miss Kisha.
13. You all have very good drivers and reservationist.
14. Dispatchers should be truthful about pick-up times. Drivers vacations should not affect standing scheduled trips.
15. I appreciate the transportation.
16. Very pleased. Only problem is occasional lateness or missed rides.

## ESCAMBIA COUNTY RIDER SURVEY RESULTS & COMPARISONS

QUESTION	#	RESPONSE	PBT 2014	ECCT 2015	ECCT 2016	PBT 2014	ECCT 2015	ECCT 2016
DEPENDABILITY - Schedule a trip for the time period I need?	1	A - Very Good	41	97	16	36%	62%	57%
		B - Good	62	47	4	54%	30%	14%
		C - Neutral	7	9	4	6%	6%	14%
		D - Poor	4	2	3	3%	1%	11%
		E - Very Poor	1	2	1	1%	1%	4%
		Total	115	157	28	100%	100%	100%
SERVICE RUNS WHEN I NEED IT?	2	A - Very Good	38	85	15	33%	55%	54%
		B - Good	61	58	4	53%	37%	14%
		C - Neutral	11	8	4	9%	5%	14%
		D - Poor	2	3	4	2%	2%	14%
		E - Very Poor	4	1	1	3%	1%	4%
		Total	116	155	28	100%	100%	100%
EASY TO ARRANGE TRIPS?	3	A - Very Good	49	80	13	43%	52%	46%
		B - Good	56	51	7	49%	34%	25%
		C - Neutral	9	18	3	8%	12%	11%
		D - Poor	1	2	3	1%	1%	11%
		E - Very Poor	0	2	2	0%	1%	7%
		Total	115	153	28	100%	100%	100%
IT IS CONVENIENT TO CHANGE SCHEDULED TRIPS WHEN NECESSARY?	4	A - Very Good	39	71	13	35%	46%	46%
		B - Good	55	55	7	49%	36%	25%
		C - Neutral	11	18	5	10%	12%	18%
		D - Poor	4	7	2	4%	5%	7%
		E - Very Poor	4	2	1	4%	1%	4%
		Total	113	153	28	100%	100%	100%
COMFORT / CLEANLINESS The vehicles are clean and maintained?	5	A - Very Good	34	107	18	29%	69%	64%
		B - Good	67	43	8	58%	28%	28%
		C - Neutral	7	4	1	6%	3%	4%
		D - Poor	4	0	1	3%	0%	4%
		E - Very Poor	4	0	0	3%	0%	0%
		Total	116	154	28	100%	100%	100%
THE DRIVER PROVIDES A SAFE AND COMFORTABLE RIDE?	6	A - Very Good	47	112	21	41%	73%	75%
		B - Good	64	38	5	55%	25%	17%
		C - Neutral	3	4	1	3%	2%	4%
		D - Poor	1	0	1	1%	0%	4%
		E - Very Poor	1	0	0	1%	0%	0%
		Total	116	154	28	100%	100%	100%
WAITING TIME - The vehicle picks me up within 30 minutes of my scheduled time?	7	A - Very Good	12	81	9	10%	53%	32%
		B - Good	60	48	8	52%	31%	29%
		C - Neutral	30	20	7	26%	13%	25%
		D - Poor	7	3	2	6%	2%	7%
		E - Very Poor	7	2	2	6%	1%	7%
		Total	116	154	28	100%	100%	100%
I ARRIVED AT MY DESTINATION AT THE SCHEDULED TIME?	8	A - Very Good	22	87	11	19%	56%	39%
		B - Good	62	48	10	54%	31%	36%
		C - Neutral	21	15	4	18%	10%	14%
		D - Poor	6	3	1	5%	2%	4%
		E - Very Poor	4	1	2	3%	1%	7%
		Total	115	154	28	100%	100%	100%

<u>QUESTION</u>	<u>#</u>	<u>RESPONSE</u>	<u>PBT</u> <u>2014</u>	<u>ECCT</u> <u>2015</u>	<u>ECCT</u> <u>2016</u>	<u>PBT</u> <u>2014</u>	<u>ECCT</u> <u>2015</u>	<u>ECCT</u> <u>2016</u>
COST - Amount I pay for my trip is reasonable?	9	A - Very Good	72	92	18	63%	61%	64%
		B - Good	38	39	7	33%	26%	25%
		C - Neutral	3	13	2	3%	9%	7%
		D - Poor	0	5	1	0%	3%	4%
		E - Very Poor	1	1	0	1%	1%	0%
		Total	114	150	28	100%	100%	100%
THE RESERVATIONIST IS PLEASANT?	10	A - Very Good	77	87	15	66%	58%	54%
		B - Good	33	50	8	28%	33%	28%
		C - Neutral	3	13	5	3%	9%	18%
		D - Poor	1	0	0	1%	0%	0%
		E - Very Poor	2	1	0	2%	0%	0%
		Total	116	151	28	100%	100%	100%
THE DRIVERS ARE COURTEOUS AND HELPFUL?	11	A - Very Good	74	115	19	64%	75%	68%
		B - Good	40	33	7	35%	22%	25%
		C - Neutral	1	4	2	1%	3%	7%
		D - Poor	0	1	0	0%	0%	0%
		E - Very Poor	0	0	0	0%	0%	0%
		Total	115	153	28	100%	100%	100%
OVERALL COURTESY OF EMPLOYEES?	12	A - Very Good	65	104	19	57%	69%	68%
		B - Good	41	40	5	36%	26%	18%
		C - Neutral	9	8	4	8%	5%	14%
		D - Poor	0	0	0	0%	0%	0%
		E - Very Poor	0	0	0	0%	0%	0%
		Total	115	152	28	100%	100%	100%
OVERALL SATISFACTION OF SERVICES?	13	A - Very Good	47	85	13	41%	55%	46%
		B - Good	46	52	8	40%	34%	29%
		C - Neutral	15	12	4	13%	8%	14%
		D - Poor	6	4	2	5%	3%	7%
		E - Very Poor	2	1	1	2%	0%	4%
		Total	116	154	28	100%	100%	100%
WHERE ARE YOU GOING ON YOUR TRIP (FINAL DESTINATION)?	14	A. Med/Dent	39	79	10	30%	49%	36%
		B. Sch/Wrk	68	41	12	52%	25%	43%
		C. Groc/Shop	8	6	3	6%	4%	11%
		D. Rec/Errand	8	6	1	6%	4%	3%
		E. Other	7	29	2	5%	18%	7%
		Total	130	161	28	100%	100%	100%
ON AVERAGE, HOW OFTEN DO YOU USE COMMUNITY TRANSPORTATION A MONTH?	15	A. Rarely	1	5	1	1%	3%	4%
		B. 1-2 days	4	3	1	4%	2%	4%
		C. 3-4 days	19	31	6	18%	20%	21%
		D. 5-10 days	21	34	5	20%	23%	18%
		E. 11+ days	61	80	15	58%	52%	53%
		Total	106	153	28	100%	100%	100%
IF NOT BY COMMUNITY TRANSPORTATION, HOW WOULD YOU MAKE THIS TRIP?	16	A. Drive	0	15	0	0%	10%	0%
		B. Would not go	32	62	14	30%	40%	50%
		C. Carpool	31	32	4	29%	21%	14%
		D. Other	37	26	7	35%	17%	25%
		E. Bus Service	6	18	3	6%	12%	11%
		Total	106	153	28	100%	100%	100%

# ***CTC***

## ***EVALUATION WORKBOOK***

Florida Commission for the



## **Transportation Disadvantaged**

**CTC BEING REVIEWED: ESCAMBIA COUNTY BOCC**  
**PROVIDING SERVICE AS: ESCAMBIA COUNTY COMMUNITY TRANSPORTATION**

**COUNTY: ESCAMBIA COUNTY**

**CONTACT: DON CHRISTIAN      PHONE: 850-595-3436**

**REVIEW PERIOD: FY 2014-2015      REVIEW DATE: JANUARY 26, 2016**

**MEETING LOCATION: 4081 E. OLIVE ROAD, PENSACOLA, FL**

**LOCAL COORDINATING BOARD MEMBERS: FRANK CHERRY AND DON RISAVY**

**CONTACT INFORMATION: HOWARD K. VANSELOW, 850-332-7976 - EXT 231**

**OR EMAIL: [HOWARD.VANSELOW@WFRPC.ORG](mailto:HOWARD.VANSELOW@WFRPC.ORG)**

**APPROVED FEBRUARY 23, 2016**



**USING THE AOR, 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:  
**First Transit, Inc, Yellow Cab, and EMS stretcher**
5. NAME THE GROUPS THAT YOUR COMPANY HAS COORDINATION CONTRACTS WITH:  
**Community Action Program (Head Start), Escarosa Workforce, ECAT (bus tickets and passes), ARC Gateway and Pensacola Developmental Center/Cap Stone.**
6. NAME THE ORGANIZATIONS AND AGENCIES THAT PURCHASE SERVICE FROM THE CTC AND THE PERCENTAGE OF TRIPS EACH REPRESENTS?  
 (Recent APR information may be used)

Name of Agency	% of Trips
Commission for the Transportation Disadvantaged (CTD)	<b>37.33%</b>
Agency for Health Care Administration (AHCA) / MEDICAID	<b>16.20%</b>
Agency for Persons with Disabilities (APD)	<b>2.61%</b>
Department of Elder Affairs (DOEA)	<b>5.55%</b>
Department of Education (DOE)	<b>0.75%</b>
Other	<b>37.55%</b>

**REVIEW AND DISCUSS TD HELPLINE CALLS:**

	Number of calls	Closed Cases	Unsolved Cases
Total Calls	**Unavailable		

### 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."*

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS OPERATOR(S) AND HOW OFTEN IS IT CONDUCTED? **Day to day monitoring. Email, phone calls, and in person.**

Is a written report issued to the operator? ☐ Yes ☒ No

If NO, how are the contractors notified of the results of the monitoring? **CTC is in constant communication with its operator and notifies by email, phone calls, and in person.**

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS COORDINATION CONTRACTORS AND HOW OFTEN IS IT CONDUCTED? **Coordination Contractors currently are not have any vehicle or provide any trips. Once vehicles are received the CTC will monitor vehicle compliance through there maintenance program and will also assist where needed to ensure compliance.**

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?

**Vehicles will be fixed in house – if not in compliance vehicles are repaired or pulled from service.**

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

### COMPLIANCE WITH CHAPTER 427, F.S.

Review the TDSP to determine the utilization of school buses and public transportation services [Chapter 427.0155(4)] *"Approve and coordinate the utilization of school bus and public transportation services in accordance with the TDSP."*

HOW IS THE CTC USING SCHOOL BUSES IN THE COORDINATED SYSTEM?

**The CTC is not using school buses in the coordinated system.**

**Rule 41-2.012(5)(b):** *"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."*

HOW IS THE CTC USING **FIXED ROUTE** PUBLIC TRANSPORTATION SERVICES IN THE COORDINATED SYSTEM?

**Implemented software to help staff know when clients are within ¼ of a mile of a bus stop – if clients in near the bus stop they will try and move from Paratransit to Fixed Route.**

IS THERE A GOAL FOR TRANSFERRING PASSENGERS FROM PARATRANSIT TO TRANSIT (Fixed Route)? ☐ Yes ☒ No

If YES, what is the goal?

Is the CTC accomplishing the goal? N/A ☐ Yes ☐ No

IS THE CTC IN COMPLIANCE WITH THIS REQUIREMENT? ☒ Yes ☐ No

**Comments:**

**CTC is currently trying to update the application process and transfer appropriate paratransit riders to fix route buses.**



COMPLIANCE WITH 41-2, F.A.C.
------------------------------

<b>Compliance with 41-2.006(1), Minimum Insurance Compliance</b> <i>"...ensure compliance with the minimum liability insurance requirement of \$200,000 per person and \$300,000 per incident..."</i>
---

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS?

**\$200,000 per person and \$300,000 per incident**

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS IN THE OPERATOR AND COORDINATION CONTRACTS?

**\$1,000,000 per person and \$1,000,000 per incident**

HOW MUCH DOES THE INSURANCE COST (per operator)?

Operator	Insurance Cost
NA	

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

COMPLIANCE WITH 41-2, F.A.C.
------------------------------

<b>Compliance with 41-2.011(2), Evaluating Cost-Effectiveness of Coordination Contractors and Transportation Alternatives.</b> <i>"...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."</i>
--

1. IF THE CTC HAS COORDINATION CONTRACTORS, DETERMINE THE COST-EFFECTIVENESS OF THESE CONTRACTORS.

**N/A**

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 CTC, but provided by the purchasing agency. Example: a neighbor providing the trip)

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Observed during LCB ride along and during visit.

**COMPLIANCE WITH 41-2, F.A.C.**

**Compliance with Commission Standards "...shall adhere to Commission approved standards..."**

The Committee reviewed the TDSP for the Commission and local standards.

**All below areas were in compliance**

Commission Standards	Comments
Local toll free phone number must be posted in all vehicles.	<b>POSTED CLEARLY</b>
Vehicle Cleanliness	<b>CLEAN</b>
Passenger/Trip Database	<b>RouteMatch Paper Manifest and Tablets</b>
Adequate seating	<b>PLENTY OF SPACE</b>
Driver Identification	<b>OBSERVED</b>
Passenger Assistance	<b>OBSERVED</b>
No Smoking, Eating and Drinking	<b>OBSERVED</b>

**Compliance with Local Standards "...shall adhere to Commission approved standards..."**

**All below areas were in compliance**

Local Standards	Comments
Transport of Escorts and dependent children policy	<b>TDSP states age 16 minimum without escort.</b>
Use, Responsibility, and cost of child restraint devices	TDSP is consistent with commission approved standards and local coordinating board wishes. <b>Required for all children 5 years old and younger.</b>
Out-of-Service Area trips	TDSP is consistent with commission approved standards and local coordinating board wishes.
CPR/1st Aid	<b>Minimal First Aid training, no certification.</b>
Driver Criminal Background Screening	TDSP is consistent with commission approved standards and local coordinating board wishes. <b>Yes</b>
Rider Personal Property	TDSP is consistent with commission approved standards and local coordinating board wishes. <b>Limit is two bags that the rider can secure on his or her lap or under the seat.</b>
Advance reservation requirements	TDSP is consistent with commission approved standards and local coordinating board wishes.
Pick-up Window	TDSP is consistent with commission approved standards and local coordinating board recommendations.



Measurable Standards/Goals	Standard/Goal	Stats	MET/NOT MET
Public Transit Fixed Route Ridership	No numeric goal at time – CTC reviewing		
On-time performance 89.12%	90%	CTC < 90%	UNMET
Passenger No-shows 5,061	Policy in TDSP		
Accidents 16 / 1,028,320 miles	CTC 1/100,000 miles	CTC 1.56 /100,000	UNMET
Roadcalls 05 / 1,028,320 miles	CTC 1/10,000 miles	CTC .05 /10,000	MET
Complaints 141 / 90,153 trips	CTC < .5% of trips	CTC .17% < .5%	MET
Call-Hold Time 3 min 15 sec	3 minutes	CTC > 3 minutes	UNMET
FINDINGS	The CTC is compliant with the CTD Standards, the Local Standards, and Measurable Standards.		
RECOMMENDATIONS	The CTC should maintain compliance with all standards.		

### Trips

Funding Source	# TRIPS	% TRIPS
Commission for the Transportation Disadvantaged (CTD)	33,656	37.33%
Agency for Health Care Administration (AHCA) / MEDICAID	14,608	16.20%
Agency for Persons with Disabilities (APD)	2,357	2.61%
Department of Elder Affairs (DOEA)	5,007	5.55%
Department of Education (DOE)	672	0.75%
Other	33,853	37.55%
Totals	90,153	100.00%



**Passenger Satisfaction** - The planning agency conducts the rider survey each year. The complete results are included in the TDSP update.

Date of Rider Surveys: February 2015 – March 2015

OVERALL SATISFACTION OF SERVICE			
	A - Very Good	85	55
	B - Good	52	34
	C - Neutral	12	8
	D - Poor	4	3
	E - Very Poor	1	0
	Total	154	100%

In addition to the Yearly Rider Surveys and Trip Observations, Board members requested staff perform a **random sampling** of Escambia County Community Transportation riders:

Eleven riders were called and asked to answer the following questions.  
One rider was just approved and had not scheduled a trip.

	Very Good 	Good	Neutral	Poor	Very Poor 
<b>Dependability</b> – Able to schedule a trip for the time period I need.	2	7	1		
Service runs the times when I need it.		6	2	2	
Easy to arrange trips.	4	4	2		
It is convenient to change scheduled trips when necessary.	2	6	2		
<b>Comfort/Cleanliness</b> – The vehicles are clean and well maintained.	7	3			
The driver provides a safe and comfortable ride.	7	2	1		
<b>Waiting Time</b> – The vehicle picks me up within 30 minutes of my scheduled time.		6	4		
I arrived at my destination at the scheduled time.		7	3		
<b>Cost</b> – Amount I pay for my trip is reasonable.	2	6	1		1
The reservationist is pleasant.	7	3			
The drivers are courteous and helpful.	7	2		1	
<b>Overall Courtesy of Employees</b>	7	3			
<b>Overall Satisfaction of Service</b>	8	2			

Where are you going on your trip?  
(Only your FINAL destination for this trip)?

- |  |                                     |
|--|-------------------------------------|
| a. <u>  2  </u> Medical/Dental                         | b. <u>  3  </u> School/Work         |
| c. <u>  3  </u> Grocery/Shopping                       | d. <u>  1  </u> Recreation/ Errands |
| e. <u>  1  </u> Other <u>  </u> Would not specify_____ |                                     |

On average, how often do you use Community Transportation monthly? (Only select ONE)

- |  |                                     |
|--|-------------------------------------|
| a. <u>      </u> Rarely: only a few times a year | b. <u>      </u> 1-2 days per month |
| c. <u>  1  </u> 3-4 days per month               | d. <u>  4  </u> 5-10 days per month |
| e. <u>  5  </u> 11 or more days per month        |                                     |

How would you make this trip, if not by Community Transportation? (Only select ONE)

- |  |                                     |
|--|-------------------------------------|
| a. <u>      </u> Drive                           | b. <u>  6  </u> Would not make trip |
| c. <u>      </u> Ride with someone else          | d. <u>  3  </u> Other _____         |
| e. <u>  1  </u> Fixed-route/ transit bus service | - Hope to find a way                |
|  | - Try to find a ride                |
|  | - Walk when I could                 |

### **Comments**

Service needs to be on Sunday  
Should be able to schedule same day trips  
ADA co-pay is way too expensive  
Riding for 6 years – thank you for the service  
Application process was good  
Not enough drivers  
All good  
Have not scheduled a trip yet



## TRIP OBSERVATION

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM.

\*\*\* REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation:

January 29, 2016

Person completing conducting the observation:

John B. Clark

Location:

Start 3346 McLemore Drive

Number of Passengers picked up/dropped off:

3

Ambulatory

3

Non-Ambulatory

Was the driver on time?

☒ X

Yes

☐

No, how many minutes late/early?

☒ X

Yes

☐

No, how many minutes late/early?

☒ X

Yes

☐

No, how many minutes late/early?

Did the driver provide any passenger assistance?

☐

Yes

☐

No

Was the driver wearing any identification?

☒ X

Yes

☒ X

Uniform

☒ X

Name Tag

☒ X

ID Badge

☐

No

Did the driver render an appropriate greeting?

☒ X

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?

☒ X

Yes

☐

No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects?

☒ X

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?

(Side Window)

☒ X

Yes

☐

No

Does the vehicle have working heat and air conditioning?

☒ X

Yes

☐

No

Does the vehicle have two-way communications in good working order?

☒ X

Yes

☐

No

If used, was the lift in good working order?

N/A

☐

Yes

☐

No

Was there safe and appropriate seating for all passengers?

☒ X

Yes

☐

No

Did the driver properly use the lift and secure the passenger?

N/A

☐

Yes

☐

No

If no, please explain:

## **Comments:**

### **CTC Trip Observation**

**Date: January 29, 2016**

**Observer: John B. Clark**

**Met driver, Stephanie Averhart, at the CTC offices, 3346 McLemore Drive at approximately 8:20 AM.**

**Picked up first two passengers (A&B) on Ward Street in West Pensacola at approximately 9:00AM.**

**Picked up third passenger (C) on Seapine Street at approximately 9:22AM.**

**Dropped of passengers A&B on Marketplace Street (clinic offices) at approximately 9:50AM.**

**Dropped off passenger C at Royce Street (Council on Aging) at approximately 10:00AM.**

**Note: all times are approximate.**

**Comments: Driver was very helpful, friendly and courteous. Was knowledgeable about area. Was a careful and courteous driver.**



## Level of Cost Worksheet 1

### COSTS BY EXPENSE CATEGORY

CTC EXPENSE CATEGORY BY ACCOUNT	2012-2013 Trips: 204,842		2013-2014 Trips: 162,753		2014-2015 Trips: 90,153	
	Total	Trip	Total	Trip	Total	Trip
Labor	\$1,370,421	\$6.69	\$1,281,021	\$7.87	\$1,400,214	\$15.53
Fringe Benefits	431,266	.72	435,290	2.67	119,268	1.32
Services	248,985	.81	283,086	1.74	114,285	1.27
Materials/ Supplies	603,449	2.05	573,542	3.52	317,576	3.52
Utilities	61,780	.21	58,297	.36	26,334	.29
Casualty/Liability	130,432	.48	134,370	.83	253,618	2.81
Taxes	5,058	.55	9,379	.06	\$6,486	.07
Purchased Transportation	499,896	1.93	469,616	2.89	283,713	3.15
Miscellaneous Expenses	16,013	.06	16,028	.10	128,126	1.42
Interest Expense	10,947	.06	12,121	.07	0	0
Leases & Rentals	87,672	.36	90,329	.56	54,840	.61
Annual Depreciation Amortization	22,760	.10	27,441	.17	185,599	2.06
Contributed Service/ Allowable Expense	0	0	0	0	0	0
Allocated Indirect Expenses	0	0	0	0	0	0
<b>SYSTEM TOTAL</b>	<b>\$3,488,679</b>	<b>\$17.03</b>	<b>\$3,390,520</b>	<b>\$20.84</b>	<b>\$2,890,059</b>	<b>\$32.06</b>
		1.	Which expenses are especially high?			
		2.	Are these high expenses acceptable? Are they approved?			
		3.	What strategies could reduce the unacceptable costs?			

**FY12/13 & 13/14 Annual Operating Report Completed by Pensacola Bay Transportation**

## Level of Competition Worksheet 2

### 1. Inventory of Transportation Operators in the Service Area

	Column A Operators Available	Column B Operators Contracted in the System.	Column C Include Trips	Column D % of all Trips
Private Non-Profit	0	0		
Private For-Profit	3	3	90,153	100%
Government				
Public Transit Agency	1	0		
Total	4	3		100%

2. How many of the above operators are coordination contractors? **None**
3. Of the operators included in the local coordinated system, how many have the capability of expanding capacity? **3**  
Does the CTC have the ability to expand? **Yes with increased funding**
4. Indicate the date the latest transportation operator was brought into the system. **2014**
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? **Once**

<b>X</b>	Low bid
<b>X</b>	Requests for qualifications
<b>X</b>	Negotiation

<b>X</b>	Requests for proposals
	Requests for interested parties

Which of the methods listed on the previous page was used to select the current operators?

**Request for Proposals**

7. Which of the following items are incorporated in the review and selection of transportation operators for inclusion in the coordinated system?

X	Capabilities of operator
	Age of company
X	Previous experience
X	Management
X	Qualifications of staff
X	Resources
	Economies of Scale
X	Contract Monitoring
X	Reporting Capabilities
	Financial Strength
X	Performance Bond
X	Responsiveness to Solicitation

X	Scope of Work
X	Safety Program
X	Capacity
X	Training Program
X	Insurance
	Accident History
X	Quality
X	Community Knowledge
X	Cost of the Contracting Process
X	Price
X	Distribution of Costs
	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? **Not sent directly to any operators**

How many responded? **TWO**

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...)? **NO**

### Level of Availability (Coordination) Worksheet 3

**Planning** – What are the coordinated plans for transporting the TD population? **Escambia County Transportation Disadvantaged Service Plan (TDSP)**

**Public Information** – How is public information distributed about transportation services in the community? **Public Information Office (PIO), Local Coordination Board, working with Centers, and County Web page.**

**Certification** – How are individual certifications and registrations coordinated for local TD transportation services? **Clients complete Applications**



Eligibility Records – What system is used to coordinate which individuals are eligible for special transportation services in the community? **Applications are kept on file and client information is stored in the Paratransit Database (RouteMatch Software)**

Call Intake – To what extent is transportation coordinated to ensure that a user can reach a Reservationist on the first call? **Two full time reservationist work from 8 to 5 pm –during peak hours (8 to 10 am) all calls are answered on a first come first serve basis and callers are kept on hold until their call can be answered. After 10 am calls that cannot be answered roll over to an answering machine and then appropriate staff return the call.**

Reservations – What is the reservation process? How is the duplication of a reservation prevented? See above – **Duplication is prevented with the RouteMatch Software.**

Trip Allocation – How is the allocation of trip requests to providers coordinated? **Based on space and funding availability.**

Scheduling – How is the trip assignment to vehicles coordinated? **RouteMatch Software and Scheduler**

Transport – How are the actual transportation services and modes of transportation coordinated? **RouteMatch Software and Scheduler**

Dispatching – How is the real time communication and direction of drivers coordinated? **RouteMatch Software, in vehicle Mobile Data Terminals (MDT's), and two-way radios.**

General Service Monitoring – How is the overseeing of transportation operators coordinated? **Daily meetings, monthly and quarterly reports.**

Daily Service Monitoring – How are real-time resolutions to trip problems coordinated? **Dispatcher's communications with drivers through two-way radios and Mobile Data Terminals (MDT's).**

Trip Reconciliation – How is the confirmation of official trips coordinated? **Daily with RouteMatch Software.**

Billing – How is the process for requesting and processing fares, payments, and reimbursements coordinated? **Invoice Monthly**

Reporting – How is operating information reported, compiled, and examined? **Monthly, quarterly, and yearly.**

Cost Resources – How are costs shared between the coordinator and the operators (s) in order to reduce the overall costs of the coordinated program? **Lease of Buses and some Equipment from the County**

Information Resources – How is information shared with other organizations to ensure smooth service provision and increased service provision? **Through outreach and coordination with Escambia County Public Information Office (PIO) and Local Coordinating Board, and West FL Regional Planning Council Staff.**

Overall – What type of formal agreement does the CTC have with organizations, which provide transportation in the community? **Coordination agreement.**

# Preliminary Information Worksheet

Version 1.4

**CTC Name:**

Escambia County Board of County  
Commissoners

**County (Service Area):**

Escambia

**Contact Person:**

Don Christian

**Phone #**

850-595-3436

Check Applicable Characteristic:

**ORGANIZATIONAL TYPE:**



Governmental



Private Non-Profit



Private For Profit

**NETWORK TYPE:**



Fully Brokered



Partially Brokered



Sole Source

***Once completed, proceed to the Worksheet entitled  
"Comprehensive Budget"***

# Comprehensive Budget Worksheet

Version 1.4

CTC: Escambia County Board of County Commissioners  
County: Escambia

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from July 1st of 2014 to June 30th of 2015	Current Year's APPROVED Budget, as amended from July 1st of 2015 to June 30th of 2016	Upcoming Year's PROPOSED Budget from July 1st of 2016 to June 30th of 2017	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

## REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)

### Local Non-Govt

Farebox	\$ 163,791	\$ 180,000	\$ 175,000	9.9%	-2.8%	Farebox is used as subsidy or match. Collected by operator
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services						
Other						
Bus Pass Program Revenue						

### Local Government

District School Board						Projected funding (County) ADA transportation \$630,000.00 / Projected funding (County) \$662,440.00 for transportation services to be used as subsidy or match requirement for Trip & Equipment Grant.
Compl. ADA Services	\$ 639,815	\$ 630,000		-1.5%	-100.0%	
County Cash	\$ 247,839	\$ 619,883	\$ 662,440	150.1%	6.3%	
County in-kind, Contributed Services						
City Cash						
City in-kind, Contributed Services						
Other Cash			\$ 630,000			
Other In-Kind, Contributed Services						
Bus Pass Program Revenue						

### CTD

Non-Spons. Trip Program	\$ 657,751	\$ 657,565	\$ 666,934	0.0%	1.4%	Funds allocated for Trip & Equipment Grant for transportation services (non-sponsored transportation services at a rate per trip/mile.
Non-Spons. Capital Equipment						
Rural Capital Equipment						
Other TD (specify in explanation)						
Bus Pass Program Revenue						

### USDOT & FDOT

49 USC 5307	\$ 300,000	\$ 300,000	\$ 300,000	0.0%	0.0%	Funds to be used for operations.
49 USC 5310						
49 USC 5311 (Operating)	\$ 85,000	\$ 85,000	\$ 50,000	-35.3%	-9.1%	
49 USC 5311(Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
Bus Pass Program Revenue						

### AHCA

Medicaid	\$ 390,563			-100.0%		The county will be contracting with brokers. At this time funding, trips, nor miles have been included in the rate model.
Other AHCA (specify in explanation)						
Bus Pass Program Revenue						

### DCF

Alcohol, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
Bus Pass Program Revenue						

### DOH

Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
Bus Pass Program Revenue						

### DOE (state)

Carl Perkins						projected funds to be used for trips at a similar rate
Div of Blind Services						
Vocational Rehabilitation	\$ 8,202	\$ 32,310	\$ 35,600	293.9%	10.2%	
Day Care Programs						
Other DOE (specify in explanation)						
Bus Pass Program Revenue						

### AWI

WAGES/Workforce Board						
Other AWI (specify in explanation)						
Bus Pass Program Revenue						

### DOEA

Older Americans Act						projected funds to be used for trips at a similar rate
Community Care for Elderly						
Other DOEA (specify in explanation)	\$ 52,657	\$ 85,000	\$ 86,000	61.4%	1.2%	
Bus Pass Program Revenue						

### DCA

Community Services						
Other DCA (specify in explanation)						
Bus Pass Admin. Revenue						



# Comprehensive Budget Worksheet

Version 1.4

CTC: Escambia County Board of County Commissioners  
County: Escambia

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from July 1st of 2014 to June 30th of 2015	Current Year's APPROVED Budget, as amended from July 1st of 2015 to June 30th of 2016	Upcoming Year's PROPOSED Budget from July 1st of 2016 to June 30th of 2017	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are $\geq \pm 10\%$ and Also $> \pm \$50,000$
1	2	3	4	5	6	7

## APD

Office of Disability Determination Developmental Services						projected funds to be used for trips at a similar rate
Other APD (specify in explanation)	\$ 22,272	\$ 32,000	\$ 55,000	43.7%	71.9%	
Bus Pass Program Revenue						

## DJJ

(specify in explanation)						
Bus Pass Program Revenue						

## Other Fed or State

XXXX						
XXXX						
XXXX						
Bus Pass Program Revenue						

## Other Revenues

Interest Earnings						
XXXX						
XXXX						
Bus Pass Program Revenue						

## Balancing Revenue to Prevent Deficit

Actual or Planned Use of Cash Reserve						
---------------------------------------	--	--	--	--	--	--

Balancing Revenue is Short By =        
Total Revenues = \$2,567,890 \$2,591,758 \$2,660,974 0.9% 2.7%

## EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!)

### Operating Expenditures

Labor						CTC contracts with First Transit for both ADA service & Demand Response service.
Fringe Benefits						
Services						
Materials and Supplies						
Utilities						
Casualty and Liability						
Taxes						
Purchased Transportation:						
Purchased Bus Pass Expenses						
School Bus Utilization Expenses						
Contracted Transportation Services	\$ 2,567,890	\$ 2,591,758	\$ 2,660,974	0.9%	2.7%	
Other						
Miscellaneous						
Operating Debt Service - Principal & Interest						
Leases and Rentals						
Contrib. to Capital Equip. Replacement Fund						
In-Kind, Contributed Services	\$ -	\$ -	\$ -			
Allocated Indirect						

### Capital Expenditures

Equip. Purchases with Grant Funds					
Equip. Purchases with Local Revenue					
Equip. Purchases with Rate Generated Rev.					
Capital Debt Service - Principal & Interest					

Total Expenditures = \$2,567,890 \$2,591,758 \$2,660,974 0.9% 2.7%

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"



## County: Escambia

- |  |   |  |
|--|---|--|
| <p>What amount of the <u>Budgeted Revenue</u> in col. 3 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?</p> | <p><u>Budgeted Rate Subsidy Revenue Excluded from the Rate Base</u></p> | <p>What amount of the <u>Subsidy Revenue</u> in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?</p> |
| 3  | 4   | 5  |

Community Services	\$	-
Other DCA	\$	-
Bus Pass Program Revenue	\$	-

\$	-	\$	-	
\$	-	\$	-	
\$	-	\$	-	

Fill in that portion of Budgeted Rate Subsidy Revenue in Column 4 that will come from Funds Earmarked by the Funding Source for Purchasing Capital Equipment. Also include the portion of Local Funds earmarked as Match related to the Purchase of Capital Equipment if a match amount is required by the Funding Source.

County: Escambia

1. Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
2. Complete applicable **GOLD** cells in column and 5

Upcoming Year's BUDGETED Revenues		What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue Excluded from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
from	July 1st of			
	2016			
	to June 30th of			
	2017			
1	2	3	4	5
<b>APD</b>				
Office of Disability Determination	\$ -	\$ -	\$ -	
Developmental Services	\$ -	\$ -	\$ -	
Other APD	\$ 55,000	\$ 55,000	\$ 55,000	
<b>Bus Pass Program Revenue</b>	\$ -	\$ -	\$ -	
<b>DJJ</b>				
DJJ	\$ -	\$ -	\$ -	
<b>Bus Pass Program Revenue</b>	\$ -	\$ -	\$ -	
<b>Other Fed or State</b>				
xxx	\$ -	\$ -	\$ -	
xxx	\$ -	\$ -	\$ -	
xxx	\$ -	\$ -	\$ -	
<b>Bus Pass Program Revenue</b>	\$ -	\$ -	\$ -	
<b>Other Revenues</b>				
Interest Earnings	\$ -	\$ -	\$ -	
xxxx	\$ -	\$ -	\$ -	
xxxx	\$ -	\$ -	\$ -	
<b>Bus Pass Program Revenue</b>	\$ -	\$ -	\$ -	
<b>Balancing Revenue to Prevent Deficit</b>				
Actual or Planned Use of Cash Reserve	\$ -	\$ -	\$ -	
<b>Total Revenues =</b>		<b>\$ 2,660,974</b>	<b>\$ 1,406,638</b>	<b>\$ 1,254,336</b>

<b>EXPENDITURES (CTC/Operators ONLY)</b>			
<b>Operating Expenditures</b>			
Labor	\$	-	
Fringe Benefits	\$	-	
Services	\$	-	
Materials and Supplies	\$	-	
Utilities	\$	-	
Casualty and Liability	\$	-	
Taxes	\$	-	
Purchased Transportation:			
Purchased Bus Pass Expenses	\$	-	
School Bus Utilization Expenses	\$	-	
Contracted Transportation Services	\$	2,660,974	
Other	\$	-	
Miscellaneous	\$	-	
Operating Debt Service - Principal & Interest	\$	-	
Leases and Rentals	\$	-	
Contrib. to Capital Equip. Replacement Fund	\$	-	
In-kind, Contributed Services	\$	-	
Allocated Indirect	\$	-	
<b>Capital Expenditures</b>			
Equip. Purchases with Grant Funds	\$	-	
Equip. Purchases with Local Revenue	\$	-	
Equip. Purchases with Rate Generated Rev.	\$	-	
Capital Debt Service - Principal & Interest	\$	-	
	\$	-	
<b>Total Expenditures =</b>	<b>\$</b>	<b>2,660,974</b>	
<b>minus EXCLUDED Subsidy Revenue =</b>	<b>\$</b>	<b>1,254,336</b>	
<b>Budgeted Total Expenditures INCLUDED In</b>			
<b>Rate Base =</b>	<b>\$</b>	<b>1,406,638</b>	
<b>Rate Base Adjustment¹ =</b>			
<b>Adjusted Expenditures Included In Rate</b>			
<b>Base =</b>	<b>\$</b>	<b>1,406,638</b>	

\$ 1,254,336

Amount of  
Budgeted  
Operating Rate  
Subsidy Revenue

<sup>1</sup> Rate Base Adjustment Cell

If necessary and justified, this cell is where you could optionally adjust proposed service rates up or down to adjust for program revenue (or unapproved profit), or losses from the Actual period shown at the bottom of the Comprehensive Budget Sheet. This is not the only acceptable location or method of reconciling for excess gains or losses. If allowed by the respective funding sources, excess gains may also be adjusted by providing system subsidy revenue or by the purchase of additional trips in a period following the Actual period. If such an adjustment has been made, provide notation in the respective explanation area of the Comprehensive Budget tab.

<sup>1</sup> The Difference between Expenses and Revenues for Fiscal Year:

2014 - 2015

Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"



## Worksheet for Program-wide Rates

CTC: Escambia County I Version 1.4  
County: Escambia

1. Complete Total Projected Passenger Miles and ONE-WAY Passenger Trips ( GREEN cells) below

Do **NOT** include trips or miles related to Coordination Contractors!

Do **NOT** include School Board trips or miles UNLESS.....

**INCLUDE** all ONE-WAY passenger trips and passenger miles related to services you purchased from your transportation operators!

Do **NOT** include trips or miles for services provided to the general public/private pay UNLESS..

Do **NOT** include escort activity as passenger trips or passenger miles unless charged the full rate for service!

Do **NOT** include fixed route bus program trips or passenger miles!

### PROGRAM-WIDE RATES

Total Projected Passenger Miles = 826,564

**Rate Per Passenger Mile = \$ 1.70**

Total Projected Passenger Trips = 85,217

**Rate Per Passenger Trip = \$ 16.51**

Fiscal Year

2016 - 2017

**Avg. Passenger Trip Length = 9.7 Miles**

### Rates If No Revenue Funds Were Identified As Subsidy Funds

**Rate Per Passenger Mile = \$ 3.22**

**Rate Per Passenger Trip = \$ 31.23**

*Once Completed, Proceed to the Worksheet entitled "Multiple Service Rates"*

#### Vehicle Miles

The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

#### Vehicle Revenue Miles (VRM)

The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

Deadhead  
Operator training, and  
Vehicle maintenance testing, as well as  
School bus and charter services.

#### Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.

## Worksheet for Multiple Service Rates

1. Answer the questions by completing the GREEN cells starting in Section I for all services

2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

CTC: Escambia County Version 1.4  
County: Escambia

### SECTION I: Services Provided

1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?.....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes
<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No
Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	Go to Section II for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

### SECTION II: Contracted Services

1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input type="radio"/> Yes
<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No	<input checked="" type="radio"/> No
Answer # 2 for Ambulatory Service	Answer # 2 for Wheelchair Service	Answer # 2 for Stretcher Service	Do NOT Complete Section II for Group Service

2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?.....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes
<input type="radio"/> No	<input type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No

3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service?  
How many of the total projected Passenger Miles relate to the contracted service?  
How many of the total projected passenger trips relate to the contracted service?

Ambulatory	Wheelchair	Stretcher	Group
Leave Blank	Leave Blank	Leave Blank	Do NOT Complete Section II for Group Service
\$ 1,715,748	\$ 843,825		
623,696	202,858		
62,733	22,484		

Effective Rate for Contracted Services:-

	Ambulatory	Wheelchair	Stretcher	Group
per Passenger Mile -	\$ 2.75	\$ 4.16		
per Passenger Trip -	\$ 27.35	\$ 37.53		
	Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service

4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above -  
Rate per Passenger Mile for Balance -

Combination Trip and Mile Rate			
\$ 2.75	\$ 4.16		
STOP! Do NOT Complete Sections III - V for Ambulatory Service	STOP! Do NOT Complete Sections III - V for Wheelchair Service	Leave Blank and Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service



## Worksheet for Multiple Service Rates

CTC: Escambia County  
Version 1.4  
County: Escambia

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

### SECTION III: Escort Service

1. Do you want to charge all escorts a fee? ☐ Yes ☒ No  
**Skip #2 - 4 and Section IV and Go to Section V**
2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR per passenger mile? ☒ Pass. Trip ☐ Pass. Mile **Leave Blank**
3. If you answered Yes to #1 and completed #2, for how many of the projected Passenger Trips / Passenger Miles will a passenger be accompanied by an escort?  **Leave Blank**
4. How much will you charge each escort?  **Leave Blank**

### SECTION IV: Group Service Loading

1. If the message "You Must Complete This Section" appears to the right, what is the projected total number of Group Service Passenger Miles? (otherwise leave blank)  **Do NOT Complete Section IV**
- ..... And what is the projected total number of Group Vehicle Revenue Miles?  **Loading Rate**  
0.00 to 1.00

### SECTION V: Rate Calculations for Multiple Services:

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically  
 \* Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles and trips for contracted services IF the rates were calculated in the Section II above  
 \* Be sure to leave the service **BLANK** if you answered NO in Section I or YES to question #2 in Section II

		RATES FOR FY: 2016 - 2017			
		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	826,564	623,696	202,868		Leave Blank 0
Rate per Passenger Mile =		\$1.45	\$2.48	\$0.00	\$0.00 per passenger per group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	85,217	62,733	22,484		Leave Blank
Rate per Passenger Trip =		\$13.89	\$23.81	\$0.00	\$0.00 per passenger per group
2. If you answered #1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,...		Combination Trip and Mile Rate			
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =					Leave Blank \$0.00
Rate per Passenger Mile for Balance =		\$1.45	\$2.48	\$0.00	\$0.00 per passenger per group

		Rates If No Revenue Funds Were Identified As Subsidy Funds			
		Ambul	Wheel Chair	Stretcher	Group
Rate per Passenger Mile =		\$2.74	\$4.70	\$0.00	\$0.00 per passenger per group
Rate per Passenger Trip =		\$26.27	\$45.04	\$0.00	\$0.00 per passenger per group
Program These Rates into Your Medicaid Encounter Data					

## Attachment A - Solicitation and Offer Form

### **SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS\*\***

#### **SOLICITATION AND OFFER FORM**

ESCAMBIA COUNTY FLORIDA

#### **SUBMIT OFFERS TO:**

**Paul R. Nobles**

Request for Proposal

**Purchasing Manger**

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4987 Fax No: (850) 595-4807

**RE-SOLICIT OPERATOR**

**FOR PARATRANSIT SERVICES**

**SOLICITATION NUMBER: PD 16-17.068**

#### **SOLICITATION**

MAILING DATE: Friday, June 23, 2017

PRE-PROPOSALS CONFERENCE: **MANDATORY** 1:00 p.m. CDT, July 3, 2017

OFFERS WILL BE RECEIVED UNTIL: 1:00 p.m., CDT, July 14, 2017 and may not be withdrawn within **90** days after such date and time.

#### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

#### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER:

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BOND ATTACHED \$ \_\_\_\_\_ N/A \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County receives the assignment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

#### **Annual Rates**

<u>Rates</u>	First Year	Second Year	Third Year	Forth Year	Fifth Year
Per Trip rate that will cover the cost for the entire paratransit system including a Living Wage of \$11.23 for all the employees	\$	\$	\$	\$	\$
Per Trip rate that will cover the cost for the entire paratransit system without a Living Wage	\$	\$	\$	\$	\$
Per Trip rate that will cover the cost for the entire paratransit system including a Living Wage of \$11.23 for all the employees	\$	\$	\$	\$	\$
Per Trip rate that will cover the cost for the entire paratransit	\$	\$	\$	\$	\$

**Attachment A - Solicitation and Offer Form**

system without a Living Wage					
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## Attachment B - Summary Sheet

### Scored Summary Sheet

From Selection Criteria

Page

- A. Records of experience as Paratransit Services or Operator (ADA, Medicaid, Transportation Disadvantaged), in the State of Florida, offering door-to-door Paratransit Services.

0 to 5 years = 5 points

5-10 years = 10 points

Over 10 = 15 points

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

- B. Provide the following info on as much as (5) Contracts as examples  
Total of 4 points per example for a maximum total of 20 points

#1 Entity \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Volume/Trips per day or Ridership info \_\_\_\_\_

On Time Service: Provide data showing compliance with TDSP Provided: Yes \_\_\_ No \_\_\_

Complaint Resolution: Tools and tracking and provide current results and standards

Provided: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget: Have you required Budget Increases? Yes \_\_\_\_\_ No \_\_\_\_\_

#2 Entity \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Volume/Trips per day or Ridership info \_\_\_\_\_

On Time Service: Provide data showing compliance with TDSP Provided: Yes \_\_\_ No \_\_\_

Complaint Resolution: Tools and tracking and provide current results and standards

Provided: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget: Have you required Budget Increases? Yes \_\_\_\_\_ No \_\_\_\_\_

#3 Entity \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Volume/Trips per day or Ridership info \_\_\_\_\_

On Time Service: Provide data showing compliance with TDSP Provided: Yes \_\_\_ No \_\_\_

Complaint Resolution: Tools and tracking and provide current results and standards

Provided: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget: Have you required Budget Increases? Yes \_\_\_\_\_ No \_\_\_\_\_

#4 Entity \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Volume/Trips per day or Ridership info \_\_\_\_\_

On Time Service: Provide data showing compliance with TDSP Provided: Yes \_\_\_ No \_\_\_

Complaint Resolution: Tools and tracking and provide current results and standards

Provided: Yes \_\_\_\_\_ No \_\_\_\_\_

## Attachment B - Summary Sheet

Budget: Have you required Budget Increases? Yes \_\_\_\_\_ No \_\_\_\_\_

#5 Entity \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Volume/Trips per day or Ridership info \_\_\_\_\_

On Time Service: Provide data showing compliance with TDSP Provided: Yes \_\_\_ No \_\_\_

Complaint Resolution: Tools and tracking and provide current results and standards

Provided: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget: Have you required Budget Increases? Yes \_\_\_\_\_ No \_\_\_\_\_

C. Provide General Info on the Following: 15 points total

Provided  
Yes / No

a. Understanding of Florida Subcontracted Transportation Agreement \_\_\_\_\_

b. Organizational Structure \_\_\_\_\_

c. Management Team Resume' for Each Member \_\_\_\_\_

D. Cost – Base Management Fee Proposal \_\_\_\_\_

### Annual Rates

<u>Rates</u>	First Year	Second Year	Third Year	Forth Year	Fifth Year
Per Trip rate that will cover the cost for the entire paratransit system including a Living Wage of \$11.23 for all the employees	\$	\$	\$	\$	\$
Per Trip rate that will cover the cost for the entire paratransit system without a Living Wage	\$	\$	\$	\$	\$
Per Trip rate that will cover the cost for the entire paratransit system including a Living Wage of \$11.23 for all the employees	\$	\$	\$	\$	\$
Per Trip rate that will cover the cost for the entire paratransit system without a Living Wage	\$	\$	\$	\$	\$

If the County/CTC issues an overall annual rating of Does Not Meet, then the Operator will be penalized a \_\_\_\_ or no less than a 5% at the end of the overall annual fee.

**Attachment C - Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
  
by \_\_\_\_\_  
(print individual's name and title)  
  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
  
whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_  
  
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposals or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**Attachment C - Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes**

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

## Attachment D - Drug Free Workplace Form

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposals copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

#### Check one:

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One) Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)



**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

**(Spelled exactly as it would appear on the instrument)**

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

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(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_