



John A. Carey
Inspector General

OFFICE OF INSPECTOR GENERAL PALM BEACH COUNTY



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“Enhancing Public Trust in Government”

Investigative Review
2015-0006
Palm Tran Connection
March 31, 2016

Insight – Oversight – Foresight



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INVESTIGATIVE REVIEW CASE NUMBER: 2015-0006

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PALM TRAN CONNECTION EXECUTIVE SUMMARY

WHAT WE DID

On May 13, 2015, the Office of Inspector General (OIG) Investigations Division received a complaint containing allegations of misconduct by employees of Palm Tran Connection (PTC).

The complainant alleged that PTC supervisors were altering times and/or directing dispatchers to alter times in their computerized reservations and monitoring system, Trapeze System, to meet the monthly On-Time Performance Rate (OTPR) goal of 95%¹.

Based on the allegations, the OIG initiated an Investigative Review.

WHAT WE FOUND

PTC supervisors were altering times and/or directing dispatchers to alter times in the Trapeze System that resulted in inaccurate and inflated OTPR. Reports produced by PTC on the OTPR were, for the period of February 1, 2015, to the present, inaccurate and inflated.

The OTPR is not only used internally by staff and the transportation providers to gauge performance, it is used by Palm Tran executives when making monthly presentations to stakeholders, including the Palm Beach County Board of County Commissioners. Establishing a 95% OTPR was a priority as evidenced by the fact that untimeliness could result in the assessment of liquidated contract damages against the transportation providers. Additionally, the former Executive Director was demoted, partially as a result of poor OTPR.

Through his own admission, PTC Director Ron Jones, stated that the OTPR had been skewed, since March 9, 2015, based on the deactivation of Tracker Action Settings (settings) in the Trapeze System which was ordered by him. We found that there was pressure exerted on PTC employees and Mr. Jones to get the OTPR to at least 95%. However, we did not find that Mr. Jones was improperly coerced or instructed to alter records or misrepresent the OTPR. Mr. Jones admitted that he was solely responsible for the staff's actions leading to a misrepresentation of the OTPR.

In March, 2015, Mr. Jones directed a subordinate supervisor and a dispatcher, to change scheduled rider pick-up times in the Trapeze System. The dispatcher

¹ Section 4.4.19 of the contract for PTC Paratransit Services between PTC and the Transportation Providers establishes a 95% on time performance goal. Additionally, Senior County management guidance to the PTC staff included "being mindful of improving the On Time Performance."

would come in every day and use a report that was prepared for her by Mr. Jones to affect these changes. The report would list bus trips from the previous day where the riders were picked up late. The dispatcher, or in some cases her supervisor, would change the rider pick-up window² so that the actual pick-up would fall within the newly adjusted window. These changes resulted in 1) trips which should have been considered late, appear to be on time; 2) the now on time trips had a positive effect on PTC's OTPR; and 3) the Transportation Provider, who may have been assessed liquidated damages for the late pick-ups, were not being assessed.

We also found systemic weaknesses in control issues wherein complaints entered into the Trapeze System were allowed to be deleted; *all* PTC employees, regardless of job requirement or need, as well as, designated employees for the three Transportation Providers, had access to the Trapeze System, with rights to make changes to rider route times; and, there were no monitoring/review procedures in place to determine if changes made in the Trapeze System were made for a valid purpose.

Additionally, several employees were evasive or omitted their involvement in the aforementioned activity. Some employees were interviewed numerous times, under oath, and failed to disclose information or omitted their involvement until such time when we confronted them with documentation contradicting their statements and they acknowledged the facts.

Lastly, Mr. Jones stated that as of September 22, 2015, PTC was no longer changing rider pick-up times and they were calculating the OTPR based on the originally entered scheduled times. However, on February 18, 2016, as we were in the process of writing this report a PTC Reservationist came forward and provided documentation that changes were still being made in the Trapeze System resulting in an increase to the OTPR. A PTC Dispatcher was cancelling scheduled trips and creating new trips with rider pick-up windows that would make the actual rider pick-up appear to be unchanged and on time.

We estimate that from the inception of the new Transportation Provider contracts, February 1, 2015, through the writing of this report somewhere between **21,000** and **46,000** time changes were made thereby inaccurately increasing the OTPR.

WHAT WE RECOMMEND

We made a total of nine policy and control recommendations, some of which have already been implemented.

Management disagreed with our finding; however, Management did concur with our recommendations. OIG comments to Management's response begin on page 15 of this report.

² The pick-up window is a range allowing the driver to pick up the rider up to 15 minutes before or after the requested/scheduled time.

BACKGROUND

Palm Tran, Inc. (Palm Tran) was incorporated by the Palm Beach County (County) Board of County Commissioners (BOCC) in 1995 to provide public transportation for the citizens of the County. Palm Tran has two departments, Palm Tran Fixed Route and Palm Tran Connection (PTC).

PTC is a shared ride, door to door paratransit service that provides transportation for residents with disabilities and visitors in Palm Beach County under the following programs: Americans with Disabilities Act; Division of Senior Services; and, Transportation Disadvantaged.



In January 2014, County Administrator Robert Weisman assigned Assistant County Administrator Shannon LaRocque to address the problems PTC was having with their Transportation Provider, Metro Mobility. There were many complaints from citizens which were the result of poor performance issues by Metro Mobility and PTC staff. Approximately six months into her assignment, Ms. LaRocque recommended to the County Administrator that the Executive Director of Palm Tran, Chuck Cohen, be demoted and that the County replace Metro Mobility with three new Transportation Providers. Ms. LaRocque became the Interim Executive Director of Palm Tran.



On September 9, 2014, the BOCC approved seven year contracts with three new Transportation Providers: MV Transportation Inc., \$72,670,431, First Transit Inc, \$76,201,015, and Maruti Fleet & Management LLC \$35,017,147. These three companies provide drivers to PTC and these drivers are also responsible for cleaning the vehicles they drive for PTC.

Ms. LaRocque had approximately four months (October 2014 – January 2015) to implement the new PTC operations with the three new Transportation Providers. Under the new contracts, PTC would handle dispatching, which was previously handled by Metro Mobility. An outside firm, Nelson Nygaard Consulting Associates, was hired to assist PTC in planning and implementing their operational programs. During the three months of planning the new PTC operations, several goals were developed, one of which was a goal of having a 95% On Time Performance Rate (OTPR). Ms. LaRocque's initial mandate to PTC staff was to, "do what you have to do to make sure we don't have an interruption in service, all the while being mindful of improving the On Time Performance." Her mandate included getting the vehicles on the road, making sure they know where the vehicles are, getting people to their destinations, picking them up when needed, dropping them off when needed, and that there will be no disruption in service. Ms. LaRocque remained Interim Executive Director of Palm Tran until November 2015 when Clinton Forbes was hired as Executive Director of Palm Tran.

The Trapeze Group (Trapeze Group) is the computer software vendor PTC contracted with to assist in running their transportation operations. The Trapeze Group, through its subsidiary Trapeze Software, Inc., provides transportation software solutions through their Trapeze Software System (Trapeze System), for transit agencies providing fixed route, rail, paratransit, or school transportation. Trapeze Group creates, delivers, and supports software solutions and services that make it easier for transportation agencies to manage their complex, day-to-day business operations. The Trapeze System is designed and developed to assist industry vendors, such as PTC, to manage scheduling and dispatching, customer bookings, complaints, and reporting to stakeholders. PTC has been using the Trapeze System since 2003.

PTC schedules all trips, prepares vehicle manifests, handles customer concerns and commendations, determines eligibility, and monitors the performance of the Transportation Providers through the use of the Trapeze System. PTC staff was familiar with the Trapeze System as they used it during the contract with Metro Mobility. As previously mentioned, the only new function PTC took over was dispatching.

On May 13, 2015, the Office of Inspector General (OIG) Investigations Division received a complaint alleging that PTC supervisors were altering times and/or directing dispatchers to alter times in the Trapeze System in order to meet their OTPR goal.

The complaint to the OIG referenced a PTC complaint (#106594) filed by rider #115150 on April 10, 2015. The rider was on the bus for approximately two hours and twenty nine minutes (2hrs 29min) on April 10, 2015, for a trip that should have taken approximately one hour. On Monday, April 13, 2015, PTC Customer Service Representative, Nadia Charles researched the rider's trip in the Trapeze System and validated³ the complainant's trip times. Ms. Charles noticed the drop-off time had been changed in the Trapeze System by 89 minutes making it appear the rider was dropped off on time. Based on this information, the OIG initiated an Investigative Review.

ISSUE REVIEWED AND FINDING

As a result of our investigation, we concluded that reports produced by PTC on the OTPR were, for the period of February 1, 2015 to the present, inaccurate and inflated.

Two issues made this Investigative Review difficult. First, the intentional deactivation of the Trapeze System Tracker Action Settings (settings), which turned off the Trapeze System's internal audit function, eliminated our ability (or anyone else's) to obtain documentary evidence of who actually made changes in the Trapeze System. Second, PTC lacked policies with regard to its function and/or accountability of its employees. Consequently, in order to determine the facts, our review was heavily dependent on interviews. We conducted 45 interviews of 32 individuals. It was not until the 36th interview and after reviewing over 52,000 emails that we were able to get an accurate picture of what took place.

³ A PTC term to state that the complaint filed was found to be true.

Issue:

Did PTC supervisors alter times and/or direct dispatchers to alter times in the Trapeze System in order to meet their OTPR goal?

Finding:

PTC supervisors were altering times and/or directing dispatchers to alter times in the Trapeze System that resulted in inaccurate and inflated OTPR.

Deactivation of the Tracker Action Settings

PTC Director Ron Jones was knowledgeable with the Trapeze System and designed the program to extract specific information⁴ from the Trapeze System, to calculate OTPR. February 2015 was the first time the OTPR was calculated with the three new Transportation Providers, resulting in an 84% OTPR which was below the 95% goal.

On March 9, 2015, Mr. Jones instructed IT Systems Administrator II Dan Pace via email to deactivate 22 (selected by Mr. Jones) of the 67 settings. The deactivation of these settings eliminated the ability of the Trapeze System to track the individual who made changes to any of the data fields associated with these settings, which included the ability to track changes affecting the OTPR. Mr. Jones stated the purpose for the deactivation of the settings was to increase the speed of the computer server. Mr. Jones further stated that some of the settings he chose were the same ones used to calculate the OTPR. The resultant OTPR calculations subsequent to the deactivation of these 22 settings (March 9, 2015) were: March – 95%, April – 98%, May – 96%, June – 96%, and July – 94%. Mr. Jones acknowledged to the OIG that the OTPR has been skewed, since March 9, 2015, based on the deactivation of the 22 settings and the formula he designed when calculating the OTPR from the Trapeze System data. For example, scheduled rider pick-up and drop-off times were edited which resulted in trips that were performed late into trips recorded to be performed on time when the OTPR was calculated.

Between March 9, 2015 and March 17, 2015, Mr. Jones requested an additional setting be turned off as it was tracking every time someone looked at or queried a trip in the Trapeze System. This additional setting was not turned off.

Directing Subordinate Employees to Alter Times

In March 2015, after the deactivation of the 22 settings, Mr. Jones instructed Dispatch Supervisor Benjamin Espinoza to change rider window times of the rider's routes (which would increase the OTPR) who delegated the task to Dispatcher Heather Lopez.

Mr. Espinoza explained that Mr. Jones designed and implemented a "Wizard Report" within the Trapeze System whereby a list of riders whose trips were considered late was automatically generated. The list would be retrieved by Mr. Espinoza or Ms. Lopez the

⁴ Scheduled pick-up, Non-scheduled pick-up, and Scheduled drop-off were the three data fields used by Mr. Jones to calculate the OTPR.

next working day. Mr. Espinoza said that Mr. Jones showed him and Ms. Lopez how to change the rider pick-up window times. Mr. Espinoza said they were told to stop the project by Mr. Jones sometime after the OIG started its investigation. He now realizes that the changes he was making did have an effect on the OTPR. Mr. Espinoza said that at the time they were making the changes he was just concerned that he was doing his job because he was a new supervisor and wanted to follow orders. He was more concerned with the daily operations. Mr. Espinoza was not concerned with the big picture.

Ms. Lopez' explanation coincided with Mr. Espinoza's. She said she would notify Mr. Espinoza every morning after she completed her task of making time changes. Ms. Lopez said she altered rider's window times "to get the OTP up."

Ms. Lopez also confirmed, once shown documentation she accessed the screen in the Trapeze System, that she was the one who changed the time of the original complaint received by the OIG to show that the rider was only on the bus for one hour instead of the 2 hours and 29 minutes the rider was actually on the bus on her April 10, 2015 trip. Ms. Lopez acknowledged this would have been one of the trips she changed for Mr. Jones.

Vendors Changing Data Inaccurately Inflating the OTPR

Although our complainant's allegation was directed at PTC employees altering times in the Trapeze System, which we substantiated, we found that the altering of times was also occurring externally by at least one of the Transportation Providers. On June 15, 2015, Mr. Jones emailed First Transit Finance Director, John Coons, to inquire about "a lot of client [rider] times (windows) are being changed under FT [First Transit] logins." As a result of the email, Mr. Coons stated he researched in his company who had access to the Trapeze System. He stated that one of his company's FOBs⁵ was in the Medi Wheels⁶ office and the Billing Manager, Kristine Thomas, was the person usually in control of the FOB. Mr. Coons said that he questioned Ms. Thomas and she did not admit to using the FOB to gain access and change window times in the Trapeze System. However, Mr. Coons said that after talking to Ms. Thomas the activity stopped.

Ms. Thomas stated that she was hired to assist with billing because she had done so as a billing manager with Metro Mobility and was familiar with the Trapeze System. She explained that Medi Wheels provides 20 drivers to First Transit for their transportation operations and provides 45 routes per week for First Transit. Ms. Thomas said she schedules the drivers, provides the manifest to the drivers, and performs payroll duties for Medi Wheels. She explained that in March 2015 she was requested by Mr. Coons, to assist with the billing for First Transit as well as for Medi Wheels. Ms. Thomas said she also trained First Transit's other transportation subcontractor, Peoples Transit. She

⁵ A FOB is a small security hardware device with built-in authentication used to control and secure access to network services such as a Virtual Private Network (VPN). Each Transportation Provider was provided with several FOBs for access to the Trapeze System through a VPN.

⁶ Medi Wheels is a subcontractor for First Transit.

said that she was using the same procedure she had done with Metro Mobility. No one from PTC or First Transit told her or trained her otherwise.

Ms. Thomas explained she would go back to the prior day or days (after service) and change the times for the first rider's initial scheduled pick-up window time and the last rider's drop-off window time to the actual time the driver arrived. She said that she made the two changes to each route. Ms. Thomas said that Medi Wheels had 45 routes per week and Peoples Transit also had 45 routes per week. She advised that First Transit had 565 routes per week. Ms. Thomas explained that based on the number of routes she would make approximately 1,220 changes per week ($610 \times 2 = 1,220$) between First Transit and Medi Wheels. She said that the Peoples Transit Billing Manager, Latoya Kelly, was performing the same function. Ms. Kelly was making two changes to each route, totaling 90 changes per week ($45 \times 2 = 90$). Ms. Thomas stated that based on the number of routes, **1,310** changes per week were being made, for First Transit, Medi Wheels, and Peoples Transit. She started the process for Medi Wheels and First Transit from the beginning, February 1, 2015, continuing through June 16, 2015 (a total of 19 weeks). Ms. Thomas stated that no one from PTC or First Transit informed her that changing the rider's pick-up and drop-off window times was wrong.

Ms. Thomas said that Mr. Coons asked her if she had been changing the rider's window times and she replied no. Ms. Thomas explained that she showed Mr. Coons what she was doing in the Trapeze System. She said that Mr. Coons reviewed a screen shot of the example then told her to stop doing whatever she had been doing. Ms. Thomas said that Mr. Coons also told Ms. Kelly from Peoples Transit to stop.

Ms. Thomas explained that she knew what she was doing by changing the rider's window times made every route on time regardless of whether it was on time or late, but did not know that it would be calculated for OTPR. Ms. Thomas explained that she did not think that PTC (Mr. Jones) was calculating the OTPR from the entries Medi Wheels, Peoples Transit, or First Transit were making. She advised that no one instructed her to change the rider's window times. Ms. Thomas said that she did not intentionally change the times to increase the OTPR. She said that this was how she did it when working for Metro Mobility when billing PTC and thought she was doing it right by changing the times.

Ms. Kelly advised that she worked for Metro Mobility in the Complaint Department prior to being hired by Peoples Transit in December 2014. She explained she was trained by Ms. Thomas on how to process the billing to PTC. Ms. Kelly said she performed the same process for billing as Ms. Thomas. She said that she started the billing procedure from the beginning, February 1, 2015, continuing through June 16, 2015. Ms. Kelly stated that no one from PTC or First Transit came to her and explained to her what she was doing was wrong. She said that shortly after Mr. Coons came to her and asked her what number FOB she had, he took the responsibility away from her (and Ms. Thomas) for billing and now someone from First Transit processes the billing. Ms. Kelly said that they (First Transit, Medi Wheels, Peoples Transit) "were interchanging the FOBs all the time to get things billed to PTC." She explained that the FOB did not identify a person

just the company. Ms. Kelly explained that when using the FOBs, the Trapeze System was wide open for anyone to access it and manipulate the numbers.

As of August 17, 2015, Mr. Jones ordered the reactivation of three of the 22 settings to account for the changing of times and deleted events. The OTPR for the months following the reactivation were: August 92%, September 91%, October 93%, November 93%, December 92%.

As of September 23, 2015, all but seven settings were re-activated at Mr. Jones' direction. It should be noted, according to Mr. Jones, since the reactivation of these settings, there has been no problem with the speed of PTC's computer server.

On February 17, 2016, during his third and final interview, Mr. Jones stated that Palm Tran Assistant Director, Charles Frazier, is not knowledgeable of PTC operations below Mr. Jones. He said Mr. Frazier only knows what he tells him. Mr. Jones stated that Mr. Frazier did not instruct him to change the rider times or to deactivate the settings. He also stated that Ms. LaRocque did not instruct him to change the rider times or to deactivate the settings. Mr. Jones said that he changed the OTPR numbers so he would not be questioned by Ms. LaRocque why the OTPR was low and they did not meet their 95% goal. Mr. Jones stated that he is responsible for what has occurred.

We found that Mr. Jones created an operating environment where he was able to manipulate the Trapeze System and in doing so, the OTPR by: deactivating specific settings; directing employees under his supervision to change rider's window times; as well as, design a program that calculates the changed times, not the original scheduled times, when calculating the OTPR. We also found that even when the manipulation of the Trapeze System and the changing of rider's window times did not result in an acceptable OTPR, Mr. Jones would substitute an acceptable OTPR for an unacceptable OTPR.

Cancelling and Rescheduling Trips

On February 18, 2016, PTC Reservationist, Amanda Wright, came forward and provided documentation of examples in February 2016 where PTC Dispatcher Caleb Richelieu was changing rider times in a different manner. Ms. Wright alleged that instead of changing the rider pick-up window times to make a trip appear to be on time, Mr. Richelieu was cancelling scheduled trips and creating new trips with rider pick-up windows that would make the actual rider pick-up appear to be unchanged and on time.

During our interview, Mr. Richelieu explained that he would cancel a rider's original scheduled pick-up time and replace it with a new window time because the drivers were going to be over one hour late when picking up each of the riders. Mr. Richelieu advised that he does not consider what he does as "*changing the window times*" but referred to it as "*offering the riders a new pick-up window.*" Mr. Richelieu stated that he was previously a Dispatcher with Metro Mobility. Mr. Richelieu explained that he has been cancelling the rider's original scheduled trip when the drivers were going to be late

picking up the rider and replacing them with new rider pick-up windows since he was hired by PTC as an Assistant Dispatcher in October 2014. Mr. Richelieu advised that he does not know how many changes he has performed but knows that it was **“a lot.”** Mr. Richelieu advised that no one taught him this procedure and that he learned to do it on his own when he realized what the Trapeze System can do. Mr. Richelieu stated that he had not received any gifts, money, or favors from any of the Transportation Provider representatives for making their late trips into trips performed on time. Mr. Richelieu stated that in one of the instances brought to us by Ms. Wright (a February 14, 2016 trip), the reason why he changed the window time was because the rider contacted PTC that day and requested a later pick-up time.

On February 24, 2016, we asked PTC Customer Service Representative Nadia Charles to review the Trapeze System regarding the examples Ms. Wright provided. Ms. Charles checked the Trapeze System and advised that none of the Transportation Providers were assessed a late violation fee of \$200 because Mr. Richelieu made the late trips into trips performed on time. Ms. Charles also checked the Trapeze System (which records all calls) to see if the rider for the February 14, 2016 incident called on that date to change his scheduled pick-up time as Mr. Richelieu stated in his interview. Ms. Charles advised that the rider did call on that day, but only to check on the driver's ETA as the driver was late.

Financial Impact of Changing the OTPR

We estimate that Ms. Thomas and Ms. Kelly made **1,310** time changes per week for First Transit, Medi Wheels, and Peoples Transit between February 1, 2015, continuing through June 16, 2015 (19 weeks) for a total of up to **24,890** changes. Due to the settings being turned off, we cannot determine how many of these changes were made resulting in late trips being changed into on time trips. We know that Mr. Espinoza and Ms. Lopez changed late trips into on time trips daily from March 2015 through July 2015. We also know that Mr. Richelieu cancelled “a lot” of late trips, doing so daily between February 1, 2015, through at least February 23, 2016 and replaced them with on time trips.

Mr. Jones calculated that there were an average of **286** time changes made per day between March 9, 2015, when the settings were deactivated and August 17, 2015, when they were turned back on – for a total of 161 days. The estimated total number of time changes during this time frame was **46,046**. This number does not account for the changes made by Mr. Richelieu between February 1, 2015, and at least February 23, 2016 as this was unknown at the time Mr. Jones did his calculation. We estimate that somewhere between **21,000** and **46,000** time changes were made to improve the OTPR, not including the ones made by Mr. Richelieu as we cannot put a number to his changes. Article 21–Liquidated Damages, Section C, of the Transportation Provider's contract provides for the assessment of liquidated damages for failure “to perform the services within the time specified or at the level of performance specified in this Contract.” If these trips were all late trips changed into on time trips, the tardiness was within the driver's control, and the Transportation Providers had been assessed at least

\$60 liquidated damage as PTC occasionally did, it could have resulted in **\$1.26 million** or more in liquidated damage that may have been assessed by PTC⁷. It should be noted, in no instance did we find changes to rider pick-up times that had a negative effect on the OTPR. Furthermore, even when improper changes were identified, PTC did not go back and correct the changes.

The OTPR is not only used as an internal measurement by PTC to gauge the effectiveness and efficiency of operations. It is also used when Palm Tran executives give presentations to stakeholders, such as the BOCC.

Examples of Email Traffic Which Demonstrates the Operating Environment at PTC

February 23, 2015, Ms. LaRocque forwarded an undated email (based on the content, from February 23, 2015) to Keith Whalen [First Transit representative]. The forwarded email was from Michael Cassidy [Palm Tran Data Analyst]. The forwarded email contained the daily OTPR broken down by Transportation Provider from the beginning of February through February 22, 2015. In this forwarded email, First Transit's daily OTPR ranged from a low of 58% to a high of 96%. The body of the email from Ms. LaRocque to Mr. Whalen, *"I think you need to start firing people."*

February 23, 2015 from Mr. Whalen to Ms. LaRocque, "Were you told the MDTs⁸ went down for an hour and a half yesterday? This seems to be a major problem that is affecting OTP."

February 23, 2015, from Ms. LaRocque to Mr. Whalen, "I respectfully disagree. Yes the MDT's did go down for a few hours in the morning and there was adequate time to recover. You are getting excuses. Rick [Richard Gonzalez, General Manager for First Transit] does nothing but make excuses."

The above emails demonstrate senior management's desire and guidance to increase the OTPR. They do not reflect improper pressure or guidance to improperly manipulate data.

March 31, 2015, from Mr. Jones to Mr. Cassidy and Mr. Frazier, CC: Charles Miller [Palm Tran IT Manager], "We had MDT issues Friday also, so while we show 95% for the day, which is good, I don't think First Transit was truly at 89%. If we show that, it will create more questions. Can we just show all were at 95%."

March 31, 2015, from Mr. Cassidy to Mr. Jones and Mr. Frazier, CC: Mr. Miller, "so display 95% for all vendors and System for Fri and leave Thur blank?"

⁷ See page 17 for further discussion. The Draft OIG report initially cited \$200 liquidated damage per occurrence. We still believe \$200 could be assessed under certain conditions. In this Final report, we used \$60 instead of \$200 since PTC occasionally used this figure in assessing liquidated damages for late trips.

⁸ Mobile Data Transmitter – this is the computer terminal in the buses that communicates with the Trapeze System.

March 31, 2015, from Mr. Jones to Mr. Cassidy and Mr. Frazier, CC: Mr. Miller, "Correct."

When Mr. Jones was shown the March 31, 2015 email chain he said that he changed First Transit's OTPR from 89% to 95% so it would not make them look as bad when compared to the other Transportation Providers when presenting the numbers to Ms. LaRocque. Mr. Jones said that he changed the numbers so he would not be questioned by Ms. LaRocque why the OTPR was low and did not meet their 95% goal. Mr. Jones said that in hindsight he agrees that he "fudged the numbers" and should not have done it. Mr. Jones said that they did leave off days and make the OTPR numbers comparable in February, March, and April, but that has stopped.

April 13, 2015, from Mr. Cassidy to Mr. Jones, "Should I use these numbers? Still don't match the 74,530 [the total number of trips for March 2015]"

April 13, 2015, from Mr. Jones to Mr. Cassidy, "My concern is Stanley [Voice]⁹ will catch the deviation, unless there is a good reason you could just tell him and Charles [Frazier] should he question the difference"

April 24, 2015, from Mr. Frazier to Will Rodman [Nelson Nygaard Consultant], "Will, I need the power of an outside consultant! Can you confirm that the way in which we measure OTP is the industry standard? Might be easiest to talk it out, but there is some confusion about how we measure OTP."

April 24, 2015, from Mr. Rodman to Mr. Frazier, "Hi Charles, the Short answer is yes, it's the industry standard, but you could probably tighten up the drop-off window. Agreed, we can discuss when you visit. In the Paratransit industry, OTP is measured in terms of whether the pick-up is within the stated pick-up window, and whether the drop-off is late, regardless of whether the customer requests a pick-up time or requests a drop-off/appointment time..."

April 28, 2015, from Mr. Frazier to Mr. Rodman, CC: Mr. Jones, "Very helpful, thank you. See the attached back and forth between our county Administrator and me. It seems like we almost on the same page, but something is off."

When Mr. Jones was shown this email chain between Mr. Frazier and Mr. Rodman, Mr. Jones stated that he was not using the industry standard to calculate the OTPR based on Mr. Rodman's description of what the industry standards are. Mr. Jones was asked if the reason why he did not calculate the non-scheduled drop-off times when deriving the OTPR was because it would obviously decrease the OTPR? Mr. Jones replied by only saying that he would track the drop-offs but did not use the figures when calculating the OTPR. On February 17, 2016, Mr. Jones advised the OIG that he still calculates the OTPR the same way as he has since February 1, 2015, and therefore, still not according to industry standard.

⁹ Stanley Voice is a Citizen Advocate who submits Public Records Requests for PTC records.

April 28, 2015 from Ms. Larocque to Mr. Frazier, "I would really like to understand this better. Let's set a time to discuss. I need visuals or something to wrap my hands around this. 99% seems unrealistic."

June 4, 2015, from Ms. LaRocque to Mr. Cassidy, Mr. Jones, Mr. Frazier, Mr. Miller, and six others, "The OTP goal should be 95% not 92% as that is what is in the contract."

July 6, 2015 from Mr. Frazier to Mr. Jones and Ms. LaRocque, "FYI – Stanley [Voice] called Joe this afternoon complaining that the Connection OTP number of 95% is impossible. Not sure where it will go."

July 6, 2015 from Mr. Jones to Mr. Frazier and Ms. LaRocque, "Impossible?"

July 7, 2015, from Mr. Frazier to Mr. Jones and Ms. LaRocque, "Bottom line – he thinks we are manipulating the numbers."

August 31, 2015, from Ms. LaRocque to Mr. Frazier, Mr. Jones, CC: Louis Ferri [Palm Tran Operations Manager], "It seems to me that the downward trend really started mid August. This is very concerning. I am not sure that I accept the weather situation. Please look into this further and provide specific information for each vendor. Please don't rush this. Take the time to analyze the data. I would like information by end of day Wednesday. Until things improve again, I would like the date reported on a daily basis."

August 31, 2015, from Mr. Frazier to Ms. LaRocque, "We will put something together. Don't forget that school started as well and we've seen the same decline on Fixed."

August 31, 2015, from Ms. LaRocque to Mr. Frazier and Mr. Jones, "BUT school was in session when we started and we had much better OTP. I don't buy that either."

September 18, 2015 from Mr. Jones to Ms. Ricketts, " 'Buffer' – there is no buffer for anyone (staff) to use. It seems what has happened over time is that since we deducted 15 minutes from each appointment time, the schedulers have been adding 15 minutes when needed to force trips but the dispatchers have been assuming the same thing, so we have been really moving times. No one should be assuming this as the OTP adds it back in. They need to stop....."

December 8, 2015 from Ms. LaRocque to Mr. Jones, "What is the challenge getting to 95%"

ADDITIONAL INFORMATION

We also found systemic control issues wherein complaints entered into the Trapeze System were allowed to be deleted; all PTC employees, regardless of job requirement or need, as well as, designated employees for the three Transportation Providers, had access to the Trapeze System, with rights to make changes to rider route times; and,

there were no monitoring/review procedures in place to determine if changes made in the Trapeze System were made for a valid purpose.

On April 13, 2015, Ms. Charles reviewed complaint #106594 (the OIG's original complainant). Ms. Charles found in the Trapeze System's original bus route manifest that the rider was picked up at 1432hrs (2:32PM) and dropped off at 1706hrs (5:06PM). Ms. Charles noticed the drop off time for this rider had been changed in the Trapeze System's manifest to 1537hrs (3:37PM) which made it appear that the rider had only been on the bus for one hour instead of the 2 hours and 29 minutes the rider was actually on the bus. Ms. Charles reviewed the Tracker Action Browser Notes in the Trapeze System to determine which employee changed the time. The notes did not reflect an employee name nor the date and time it was changed as it normally should have (because Mr. Jones had the settings turned off in March). Ms. Charles thought this to be suspicious because she believed that all entries were stamped with an employee identification number. Ms. Charles validated complaint #106594 and subsequently initiated an internal complaint of her own (#106619) to determine which employee changed the time. Ms. Charles notified her supervisor, PTC Customer Relations Supervisor Jeff McGregor, and PTC Dispatch & Scheduling Supervisor, Evette Ricketts, for further follow up. Mr. McGregor told Ms. Charles in an April 14, 2015 email that he deleted her complaint (#106619) from the Trapeze System. We found that the time for complaint #106594 was changed by Ms. Lopez on April 13, 2015, prior to Ms. Charles arriving for work that day.

We found that all PTC employees, regardless of their job requirement had access to the Trapeze System and rights to make changes once in the system. We also found that FOBs assigned to the Transportation Providers were not controlled. In Ms. Kelly's own words, they were interchanging the FOBs all the time to get things done; the FOBs do not identify a person just the company; and, when using the FOBs, the system was wide open for anyone to access it and manipulate the numbers.

PTC did not have supervisory internal audit or review procedures for the Trapeze System. PTC has not reviewed who is accessing the system, why they are accessing the system, or what they are doing once in the system.

RECOMMENDED CORRECTIVE ACTIONS

Based on the findings, the OIG recommends that PTC take the following corrective actions:

1. Develop personnel and operational policies.
2. Take appropriate personnel action.
3. Reactivate the Tracker Action Settings to track and account for every entry, change, and deleted event within the system.

4. Restrict Trapeze System access rights to the Transportation Providers eliminating their ability to change times, as well as, granting access rights only to those essential PTC employees needing to make changes in the system as part of their position duties.
5. Calculate the OTPR according to industry standards.
6. Create an internal policy to monitor times changed so the period ending OTPR can be calculated from the initial scheduled time not the edited time.
7. Create an internal policy to monitor deleted records to require a review by Management. This policy should, at a minimum, be in accordance with Florida State Statutes relating to public records.
8. Ensure that authorized employees are instructed on the approved reasons that would constitute any changes in the Trapeze System.
9. Implement an external control measure (Periodic Review) to accurately account for the OTPR or any other targeted data.

During the OIG Investigative Review, PTC Management took actions to address some of the issues that were raised. Three new written Standard Operating Guidelines were distributed and implemented¹⁰ effective September 1, 2015. The three Transportation Providers were restricted from accessing the Trapeze System to make changes to the route times and PTC Management is in the process of minimizing access only to those PTC personnel that are required to change times. Mr. Jones has modified his OTPR program to only take into account the original scheduled times when calculating the OTPR. PTC Management advised that further actions will be taken and Guidelines implemented on an as needed basis to correct any remaining underlying issues.

RESPONSE FROM MANAGEMENT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, on March 10, 2016, Assistant County Administrator Shannon R. LaRocque and Palm Tran Executive Director Clinton B. Forbes were provided the opportunity to submit a written explanation or rebuttal to the findings as stated in this Investigative Review within ten (10) calendar days. Ms. LaRocque requested two extensions which were granted and she along with Mr. Forbes provided a joint response on March 28, 2016. Their response is attached to this report in its entirety.

We will address specific portions of Management's response.

¹⁰ PTIT-102-IT will review the settings on a quarterly basis for compliance of the options to be unchanged from the designated values. PTIT-103-IT will review the Trapeze System complaints database via SQL query on a quarterly basis to ensure that there are no deleted complaint records. PTIT-104-IT will review the Trapeze System database via a SQL query on a quarterly basis for any changed time stamps in the PASS module and forward the results to management at PTC.

OTPR is a metric frequently used in the transportation industry (i.e. airlines, bus, and light rail) to measure delivery of services in accordance with the provider's published delivery schedule. Some organizations measure OTPR by comparing scheduled pick-up times against actual pick-up times, while other organizations also measure drop-off times. As advised by Will Rodman, a representative of the County's own consultant, Nelson Nygaard,

"In the Paratransit industry, OTP is measured in terms of whether the pick-up is within the stated pick-up window, and whether the drop-off is late, regardless of whether the customer requests a pick-up time or requests a drop-off/appointment time..."

In our Draft report our finding read, "PTC supervisors were altering times and/or directing dispatchers to alter times in the Trapeze System in order to meet their OTPR goal." One of Management's concerns is with "in order to meet their OTPR goal." The phrase "in order to" relates to motive of supervisors to change the data. While we believe sufficient evidence supports this wording, we have changed our finding to read, "PTC supervisors were altering times and/or directing dispatchers to alter times in the Trapeze System that resulted in inaccurate and inflated OTPR." The evidence overwhelmingly and clearly supports this finding.

Management Response: Management's Request for Recorded Testimony, page 1, second sentence of the introduction – "It should be noted that Palm Tran did request, but has not been provided any recorded testimony."

OIG Comments to Response: To reiterate for Management and to provide the reader background on this issue, the following is provided. On March 18, 2016, Ms. LaRocque emailed IG Carey asking "Are we able to get interview transcripts prior to our meeting?" IG Carey responded the same date to Ms. LaRocque stating, in part, "We will not be able to provide confidential records related to the investigation prior to the release of the final report. Per the County IG Ordinance (Article XII, Section 2-423, Palm Beach County Code), 'The inspector general's records related to active audits, investigations and reviews are confidential and exempt from disclosure, as provided by §112.3188(2) and Chapter 119, Florida Statutes.' All interviews that were taken under oath and recorded, along with all other supporting evidence will be made available once our final report is issued." Additionally, as we noted in our March 23, 2016 meeting with Management, several witnesses expressed fear of retaliation by Management for their cooperation.

Management Response: "Non-Substantive Errors in the Report", page 2, **Non-Substantive Errors in the Report**

- Page 1 - "...the former Director and vendor were dismissed" - not accurate, the former director was demoted to another position within the organization due to managerial deficiencies.
- Page 5 - "...until June 2015 when Clinton Forbes was hired" - not accurate, Clinton Forbes was hired in November 2015.

- Page 7 - "...Mr. Jones instructed two PTC employees...to change rider window times" - not correct, Mr. Jones instructed the Dispatch Manager
- Page 9 - "... Mr. Jones ordered the reactivation of three (tracker actions)" - not accurate, Charles Frazier ordered the reactivation of the tracker actions.

OIG Comments to Response:

- The page one reference is in the 'Executive Summary' portion of our report. On page three, in the 'Background' section we state "Approximately six months into her assignment, Ms. LaRocque recommended to the County Administrator that the Executive Director of Palm Tran, Chuck Cohen, be demoted and that the County replace Metro Mobility with three new Transportation Providers." Our reference on page one is intended to say that the former Director was dismissed from his position as Director, not terminated or fired. This is evidenced by our more detailed description on page three. However, for clarification we deleted the word "dismissed" and inserted "demoted."
- The page five reference has been changed to read "until November 2015 when Clinton Forbes was hired"¹¹. It is noted that the June 2015 date which appeared in our Draft report was provided to us by Palm Tran administrative staff.
- The page seven reference, which now appears on page five for the aforementioned reason, is correct as it comes from sworn testimony by Mr. Jones, Mr. Espinoza, and Ms. Lopez. We believe Management's reference to "the Dispatch Manager", is Evette Ricketts, who advised us her title was PTC Dispatch & Scheduling Supervisor. All three witnesses, Mr. Jones, Mr. Espinoza, and Ms. Lopez stated that Ms. Ricketts was aware of what they were doing. Additionally, all three stated that Mr. Jones gave instructions to Ms. Lopez when she would have problems changing the times. For clarification, we have restated this reference to read "Mr. Jones instructed Dispatch Supervisor Benjamin Espinoza to change rider window times of the rider's routes (which would increase the OTPR) who delegated the task to Dispatcher Heather Lopez."
- The page nine reference, which now appears on page eight, is correct and comes from Mr. Pace. Mr. Pace stated he was told to turn the first three TAS back on by Mr. Jones.

Management Response: Page 2,

Of critical importance, the report discusses the financial impact of changing on-time performance records and states that vendors could have been assessed Liquidated Damages resulting in \$4.2 million to \$9.2 million in fines. This is simply not true. From the onset of the project, communication with the Board of County Commissioners (BCC) has been consistent; the new business model brought the dispatch function in-house and put both on-time performance and productivity in the hands of County staff, not the vendors. As such, no Liquidated Damages (LQDs) are associated with on-time

¹¹ This now appears on page three due to the removal of the confidentiality admonishment footnote from the Draft report.

performance and no vendor has been assessed LQDs for the on-time performance metric. It should be noted that LQDs for valid contract violations have been assessed in the amount of \$177,740.

OIG Comments to Response: First, clarification is required here for the reader. We differentiate between drivers picking up scheduled passengers late and OTPR. The first is a scheduled event and is either on-time or late. The second is a ratio of the number of trips conducted on-time to the total number of trips conducted. Management asserts that “no Liquidated Damages (LQDs) are associated with on-time performance and no vendor has been assessed LQDs for the on-time performance metric.” We disagree with the premise that there are no liquidated damages associated with OTPR.

The chart at Article 21, Section C of the Contract contains the sums which the vendors agreed to pay upon failure to perform in accordance with the terms of the Contract. The fifth item in the chart references performance measures as referenced in 4.4.19 (4.4.18 is Complaint/Commendation Policies) of Exhibit A. The chart includes (but does not limit it to) three of the six performance measures listed in 4.4.19. The first performance measure listed in 4.4.19 is “95% on-time performance [OTPR].” Thus, the Contract lends itself to these liquidated damages;

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

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

however, our report does not address this particular liquidated damage when arriving at our financial impact of changing the OTPR.

What we do address and what we used to arrive at “**\$4.2 million** and **\$9.2 million** in fines that may have been assessed by PTC” in our Draft report is the assessment of liquidated damages for late pick-ups. During public meetings Ms. LaRocque often stated that vendors would not be assessed liquidated damages since PTC had taken control of dispatching. However, during other public meetings, Ms. LaRocque and Mr. Jones¹², as well as Mr. Frazier¹³ did state that vendors can be assessed liquidated damages for late pick-ups. More importantly, the Contract itself which was signed by the County and the vendors, allows for liquidated damages for late pick-ups in items four and six of the above chart. Additionally, both PTC and the vendors acknowledged by liquidated damages previously assessed and paid, that vendors could be assessed \$60 in liquidated damages for late pick-ups. We found over 100 occurrences where vendors were, in fact, assessed and paid \$60 in liquidated damages for late trips. The

¹² During a Palm Tran Service Board meeting on February 26, 2015, beginning at 48:06 of the recording.

¹³ During a Palm Tran Service Board Paratransit Subcommittee meeting on April 9, 2015, beginning at 44:42 of the recording.

OIG believes that the Contract lends itself to an interpretation that \$200¹⁴ could have been assessed for each late pick-up. However, management's objection to this interpretation is noted and we did adjust our report (page 10) to reflect \$60, instead of \$200, in calculating total potential liquidated damages that could have been assessed.

Management Response: Quantifying Inflation, page 3,

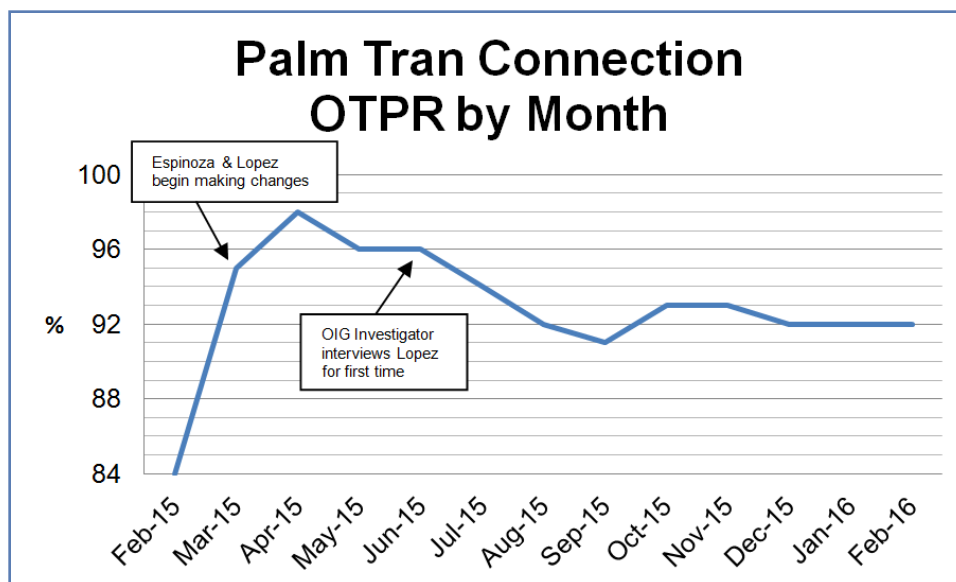
The report does not quantify how much on-time performance could be inflated, but does estimate that a range of 21,000 (2.3%) to 46,000 (5.1%) invalid time changes were made to the Trapeze system. Even though this is a very small percentage of the over 900,000 trips provided, it is important to state that Palm Tran did not and will not condone any employee manipulating data with ill intent.

Valid changes are made within the Trapeze system on a day-to-day basis as part of standard operating procedures associated with paratransit service delivery. In fact, on a single day of normal service, we will make upwards of 1,700 valid time changes.

OIG Comments to Response: We found that all of the time changes mentioned in our review that were completed by Mr. Espinoza and Ms. Lopez at PTC were done between March 2015 and June 2015. We also found that all of the changes completed by Ms. Thomas and Ms. Kelly at First Transit were done between February 2015 and June 2015. Focusing on March 2015 through June 2015 where all four individuals were changing times and therefore discounting the approximate 5,000 changes made at First Transit in February 2015, between 21,000 and 41,000 times were changed in the March 2015 through June 2015 time period. During this same time period, approximately 298,000 trips were completed by PTC¹⁵. The 21,000 to 41,000 changed times could have resulted in 7.05% to 13.76% reduction in the OTPR. The average OTPR during this time period that was reported to BOCC, stakeholders, and the public was 96.25%. Had these changes not been made, the average OTPR between March 2015 and June 2015 could have been between 82.49% and 89.2%. It is noted that after Mr. Espinoza, Ms. Lopez, Ms. Thomas, and Ms. Kelly stopped changing times that the average OTPR reported to BOCC, stakeholders, and the public between July 2015 and February 2016 dropped by 3.87% to 92.38%.

¹⁴ Article 21, Section C of the Contract contains a chart of negotiated liquidated damages which is prefaced by a sentence stating "If the CONTRACTOR fails to perform the services within the **time specified** or at the level of performance specified in this Contract ..." (emphasis added). Section 4.4.5 of the Contract delineates pick-up window, on-time trips, and late trips. The definitions at 4.4.5 indicate that a pick-up is a time specified event. The chart at Article 21, Section C contemplates a \$200 liquidated damage assessment for "Failure of the CONTRACTOR's driver to pick up a scheduled passenger, which was reasonably within the driver's control." We read this to say that the passenger has a scheduled pick-up time (a **time specified** event) and if not picked up "on-time" the vendor could be assessed \$200 in liquidated damages if the failure "was reasonably within the driver's control."

¹⁵ From the Monthly Performance Report, total trips per month in 2015 were: March – 74,530; April – 78,851; May – 73,071; and, June – 71,472. This accounts for a total of 297,924 trips between March 2015 and June 2015.



Management notes that “Valid changes are made within the Trapeze system on a day-to-day basis as part of standard operating procedures associated with paratransit service delivery.” While valid changes may be necessary depending on the circumstance, PTC used the Wizard Report to make changes indiscriminately without regard to whether changes were valid or not. Moreover, the failure to be on-time may be caused by many factors (e.g. poor scheduling or weather). They do not convert late trips into on-time trips. Our report does not address valid changes made as needed to properly operate their business. We do address changes made by Mr. Richelieu, but only to the fact that they occurred. His changes are not part of the 21,000 to 46,000 in our report. Those 21,000 to 46,000 changes were, in fact, not made as needed for PTC to properly operate their business. Those changes were made after the fact, to make late pick-ups appear to be on-time.

Management Response: Persons Interviewed, but no Interview Quotes in OIG Report, page 5,

(it should be noted that both the Operations Manager and the Dispatch Manager were interviewed as part of the investigation, but no testimony from either witness has been included in the report).

OIG Comments to Response: We noted at the outset in our report that we conducted 45 interviews of 32 individuals. Direct statements from 11 of those individuals are used in this report. As is the case in most OIG reports (in Palm Beach County and nationally), not all interviewed parties are listed, quoted, or summarized in final reports. Only those whose statements that are relevant to support or refute the finding are included in the report.

As mentioned by IG Carey in his March 18, 2016 response to Ms. LaRocque, “All interviews that were taken under oath and recorded, along with all other supporting evidence will be made available once our final report is issued.”

Management Response: Requests for Proposals Incorporated into Contract, page 7,

- **CONTRACT FOR PALM TRAN CONNECTION PARATRANSIT SERVICES (RUN PACKAGE A)**
 - Article 2, Order of Precedence - the provisions of RFP No. 14-041/SC and all Amendments thereto, which are incorporated into and made a part of this Contract (**Attachment 6**).

OIG Comments to Response: So that the reader does not have to rely on Management's truncated version of Article 2 in the body of its response or refer to Management's Attachment 6, below is the entire Article 2 from the cited Contract:

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A - Scope of Work and Exhibit B - CONTRACTOR's price proposal; (2) the provisions of RFP No. 14-041/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) CONTRACTOR's proposal consisting of Part 1 and Part 2 dated June 27, 2014; and (4) all other documents, if any, cited herein or incorporated herein by reference.

We note that in the event of conflicting provisions between the RFP cited in Management's response and the Contract, the Contract prevails. We only mention the Contract in our report as it relates to liquidated damages, Article 21, pick-up window definitions, Section 4.4.5, and performance metrics, Section 4.4.19. We cite to the Contract as it relates to these three issues because the Contract takes precedence.

Summary of OIG Comments to Management's Response: "Of critical importance" to Management is our discussion of the financial impact of changing the OTPR. Regardless of the rate that could have been assessed, manipulating the system negated PTC's ability to accurately track performance and assess liquidated damages, when appropriate. It is difficult at this stage to definitively determine the total value of liquidated damages that PTC could have assessed because PTC supervisors and employees altered the times (as well as vendor employees) and disabled the Trapeze System's ability to track what changes were made, why they were made, and the identity of the individuals who made the changes.

Had the PTC supervisors and employees accurately monitored the OTPR, it could have identified failures in performance and addressed those issues early in the process to ensure that the vendors actually did what they were hired to do – transport the elderly and the disabled, the most vulnerable citizens in our community. Such efforts would have likely improved the actual OTPR.

We do not suggest that changing the data was done to avoid assessing liquidated damages. Instead, the failure to assess liquidated damages when allowable was an

indirect consequence of the actions of PTC supervisors and employees who altered data to inaccurately reflect pick-up times as on-time.

Overwhelming evidence supports our finding that PTC supervisors were altering and/or directing dispatchers to alter times in the Trapeze System that resulted in inaccurate and inflated OTPR. The results of these altered times:

- Inaccurate and inflated reports were given to the BOCC, senior County executives, and the public.
- A higher percentage of citizens covered by the Americans with Disabilities Act; the Division of Senior Services; and, the Transportation Disadvantaged¹⁶ were left waiting for public transportation or waiting on buses that went unreported.
- Taxpayers lost potential funds in uncollected liquidated damages.
- Vendors who were not informed of problems in late pick-ups, or assessed liquidated damages, were not given the opportunity or incentive to improve performance.

¹⁶ §427.011, Florida Statutes, defines transportation disadvantaged 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 other life-sustaining activities, or children who are handicapped or high-risk or at-risk.”

This Investigative Review has been conducted in accordance with the ASSOCIATION OF INSPECTORS GENERAL Principles & Quality Standards for Investigations.



Palm Tran

Administrative Offices

3201 Electronics Way
West Palm Beach, FL 33407-4618

(561) 841-4200

FAX: (561) 841-4291

Palm Tran Connection

50 South Military Trail
Suite 101

West Palm Beach, FL 33415-3132

(561) 649-9838

FAX: (561) 514-8365

www.palmtran.org



**Palm Beach County
Board of County
Commissioners**

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

Date: March 28, 2016

To: Jeff Himmel, Director of Investigations

From: Shannon R. LaRocque P.E., Assistant County Administrator
Clinton B. Forbes, Executive Director, Palm Tran

Subject: Response to Draft Investigative Review 2015-0006

Thank you for the opportunity to provide a written response to Case Number 2015-0006. As requested, we are providing both PDF and Word format to facilitate the inclusion of the document into the final report.

Should you have any comments regarding this Memo, please contact me at (561) 355 - 2428.

Attachments:

- IG Case 2015-006 Palm Tran Response (PDF)
- IG Case 2015-006 Palm Tran Response (Word Format)
- Dan Pace / Trapeze Recommendation email
- April 22, 2014 BCC presentation Approval of RFP
- May 21, 2014 Pre-Bid presentation RFP
- Request for Proposal 14-041/SC
- Amendments RFP 14-041/SC
- Contract Run Package A, Article 2
- Contract Run Package A, Article 21
- LQD Summary

cc: Verdenia C. Baker, County Administrator
Charles D. Frazier, Assistant Director

Palm Tran – Response to IG Case 2015-0006

Introduction

Thank you for the opportunity to provide a written response to Case Number 2015-0006. Palm Tran takes the allegations and the finding in your investigative review of Palm Tran Connection very seriously and we will consider each of the recommendations provided by your staff. It should be noted that Palm Tran did request, but has not been provided any recorded testimony.

The draft case report outlines the following finding, supporting sections and recommendations:

A. Finding:

1. PTC supervisors were altering times and/or directing dispatchers to alter times in the Trapeze System in order to meet their OTPR goal.

B. Supporting Sections:

1. Deactivation of the tracker action settings to inflate the OTPR
2. Directing subordinate employees to alter times to inflate the OTPR
3. Vendors changing data inaccurately inflating the OTPR
4. Cancelling and rescheduling trips to inflate the OTPR
5. Financial impact of changing the OTPR

C. Recommendations:

1. Develop personnel and operational policies.
2. Take appropriate personnel action.
3. Reactivate the tracker action settings to track and account for every entry, change, and deleted event within the system.
4. Restrict Trapeze System access rights to the Transportation providers eliminating their ability to change times, as well as granting access rights only to those essential PTC employees needing to make changes in the system as part of their position duties.
5. Calculate the OTPR according to industry standards.
6. Create an internal policy to monitor times changed so the period ending OTPR can be calculated from the initial scheduled time not the edited time.
7. Create an internal policy to monitor deleted records to require a review by Management. This policy should, at a minimum, be in accordance with Florida State Statutes relating to public records.
8. Ensure that authorized employees are instructed on the approved reasons that would constitute any changes in the Trapeze System.
9. Implement an external control measure (Periodic Review) to accurately account for the OTPR or any other targeted data.

Recommendations 3, 4 and 7 have already been implemented (exact dates in response section C); recommendations 1 and 8 will be completed within 30 days. The remaining recommendations, which require further investigation, will be evaluated within 90 days.

Response

We appreciate the effort put forth in the investigation and the subsequent recommendations; however, Palm Tran disagrees with the Finding and Supporting Sections 1, 2, 4, and 5 of Case 2015-0006 as they do not accurately reflect how or why system times were changed. We partially agree with Supporting Section 3 and have already taken corrective action. Additionally, there were several non-substantive errors included in the report, listed below, that should be corrected and/or removed from the final report.

It is important to describe the nature of the situation leading up to and during the immediate months following the February 1, 2015 start-up date of the new transportation system for Palm Tran Connection. Service quality with the prior vendor had deteriorated to a completely unacceptable level for the customers, staff, and the Board of County Commissioners (BCC). With the assistance of a professional transportation consultant, Palm Tran worked with the BCC to develop a completely new service delivery model; this included bringing the dispatch function in-house and vehicle ownership for the County. In less than one (1) year, staff was able to negotiate an exit strategy for the prior vendor, procure 231 new vehicles, identify and procure a new technology system, develop a Request for Proposal, and execute three new vendor contracts. The culmination of this work was the single day transition from one system to another. The months following the February 1, 2015 start-up were difficult and the learning curve steep; problems with technology, vehicles, radios, new drivers, and new processes occurred on a daily basis. Fortunately, the hard work and dedication of our staff endured and service soon stabilized and allowed Palm Tran Connection to provide the excellent service that our customers deserve and enjoy today.

Of critical importance, the report discusses the financial impact of changing on-time performance records and states that vendors could have been assessed Liquidated Damages resulting in \$4.2 million to \$9.2 million in fines. This is simply not true. From the onset of the project, communication with the Board of County Commissioners (BCC) has been consistent; the new business model brought the dispatch function in-house and put both on-time performance and productivity in the hands of County staff, not the vendors. As such, no Liquidated Damages (LQDs) are associated with on-time performance and no vendor has been assessed LQDs for the on-time performance metric. It should be noted that LQDs for valid contract violations have been assessed in the amount of \$177,740.

Non-Substantive Errors in the Report

- Page 1 - "...the former Director and vendor were dismissed" - not accurate, the former director was demoted to another position within the organization due to managerial deficiencies.
- Page 5 - "...until June 2015 when Clinton Forbes was hired" - not accurate, Clinton Forbes was hired in November 2015.
- Page 7 - "...Mr. Jones instructed two PTC employees...to change rider window times" - not correct, Mr. Jones instructed the Dispatch Manager
- Page 9 - "... Mr. Jones ordered the reactivation of three (tracker actions)" - not accurate, Charles Frazier ordered the reactivation of the tracker actions.

Finding

The Finding states that changes were made within the Trapeze system in order to inflate the on-time performance metric. Changes were indeed made within the Trapeze system, but not for the reason cited. There is no financial impact associated with on-time performance and there is no peripheral benefit gained by inflating the on-time performance numbers. A purposeful inflation of the on-time performance metric would be overtly inconsistent with other published indicators of service delivery, such as complaint and commendation metrics.

The report does not quantify how much on-time performance could be inflated, but does estimate that a range of 21,000 (2.3%) to 46,000 (5.1%) invalid time changes were made to the Trapeze system. Even though this is a very small percentage of the over 900,000 trips provided, it is important to state that Palm Tran did not and will not condone any employee manipulating data with ill intent.

Valid changes are made within the Trapeze system on a day-to-day basis as part of standard operating procedures associated with paratransit service delivery. In fact, on a single day of normal service, we will make upwards of 1,700 valid time changes.

Valid Changes - Why we need to Change Times in the System

Consistent with shared-ride paratransit service delivery across the nation, there are many valid reasons to change system times on a daily basis; the goal is to accurately reflect the service delivered, not inflate on-time performance. Driver manifests are created by schedulers the day before service, but they are not concrete. On the day of service, trips on the manifest are in a constant state of change due to requests by the riders, traffic, weather, reservations errors, driver errors, accidents and vehicle breakdowns. Reasons to change a trip time are as follows:

1. **Mobile Data Terminal (MDT) is unable to perform a trip** - If there is a driver who is unable to perform his/her time with the MDT, we have to manually enter times for them in order for them to see their next trip.
2. **Modifying a driver's lunchtime/break in route** - We may have a driver who drops a customer off and may not have another pickup for 2 hours. We would then contact their provider and advise them that the driver dropped a customer off and does not have another pickup until later. We would then change their lunch to 5 minutes after their last drop. This helps us with trips that may be running late during the time that the driver was originally scheduled to take lunch. This happens due to No-shows or customer trip cancelations.
3. **Routes are extended due to trip needs** - There are times when we change the time at the end of a route to extend the end time of the route. We may have a driver who started at 3pm and was scheduled to end at 8pm. We would then call the provider and let them know that we are extending the route to provide solutions for trips whose original route cannot perform the trip.
4. **Customers are not ready** - We may have a driver who arrived at a pickup within the window but the customer is not ready to board yet. The driver waits until he has his or her customer to arrive and perform their trip. This happens a lot with the newer drivers. We would call the driver for an ETA and they would state that they have been at the location and waiting. We would

verify location of said trip using MDT GPS data and ask what time they arrived and perform the correct arrival time. The Dialysis Scheduler is also modifying trips due to a Dialysis customer that may not be finished with their chair time or may be bleeding when getting finished dialysis.

5. **Going back to get the customers to take them home** - We may have a customer who has called back to reschedule their trip because they were No Showed earlier. We would speak to a Reservationist who would then create a "Will Call" trip; this would change the original trip and create a new time. Our Dispatch Assistant would then give the trip a time and confirm it with the customer. We have made a conscious effort to get a rider home if we take them there.
6. **Fix driver MDT mistake** - A driver may pick up a client and forget to perform the departure. They would call Dispatch and inform us that they forgot to perform the departure. We would then verify the location and time of said trip using MDT data in Trapeze and enter the time for the driver. If we don't enter this time the driver will not be able to perform his trip and get the information for the next customer.
7. **Geo Code/Map address corrections** - A driver may arrive to a location and the Geo Code may be wrong. This causes the driver not to be able to enter a time on the MDT. They would then call Dispatch and we will verify location and manually enter the time for the driver.
8. **Billing/Finance department changes** - The finance section changes times by adding/removing a break, end a route that is left open, clean up any errors or change start times because the driver left the yard at a different time then stated in Trapeze.

Many of the changes made to the Trapeze system that are referenced in Case Report 2015-006 were done so to correct inaccuracies caused by either technical issues with equipment or by human error, not to inflate on-time performance.

Technical Issues with Equipment

There were two distinct technology issues, one of which required staff to change system times to reflect the actual service provided. First, during the start-up period the Trapeze system would routinely slow down and in many cases became non-responsive rendering it useless. At the recommendation of Trapeze, tracking mechanisms were disabled in March 2015 to improve server performance (Detail provided in **Supporting Section 1**). Second, it was discovered that the vehicle Mobile Data Terminals (MDTs) did not automatically arrive group trips properly which made many of the on-time arrivals late even though they were on-time. Staff manually changed these times on a daily basis until the MDTs were reprogrammed in May 2015 (Example provided in **Supporting Section 2**).

Human Error

There were three distinct human error issues , one of which required staff to change system times to reflect the actual service provided. First, during start-up period, it was discovered that many drivers were not properly "arriving" trips and logging out of the MDTs at the end of their routes causing on-time trips to be logged as late in the Trapeze system. To correct this, staff manually changed times on a daily basis and continue to do so when necessary to accurately reflect the service provided. Operating instructions for the MDT are a mandatory part of driver training (Example provided in **Supporting**

Section 2). Second, it was discovered that a dispatch assistant was incorrectly cancelling and rescheduling trips. The dispatch assistant was not following procedures and has been counseled and retrained (**Detail provided in Supporting Section 4**). Third, vendors had unnecessary access to the Trapeze system; residual credentials from when the dispatch function was the vendor's responsibility. It was discovered that unauthorized changes were made to times in the Trapeze system (**Details provided in Supporting Section 3**). The vendor's access to the Trapeze system has been restricted.

Supporting Sections

Supporting Section 1

Supporting Section 1 of the report states that tracking mechanisms in the Trapeze system were deactivated to inflate on-time performance. The tracking mechanisms were indeed temporarily disabled, but not for the reasons stated in the report. Aspects of the tracking mechanism were disabled in order to alleviate repeated server crashes during the early start-up phase of the new business model. The Trapeze system would routinely slow down, and in many cases became entirely non-responsive rendering it useless. At the recommendation of the Trapeze software vendor (**Attachment 1**), several tracking mechanisms were disabled in March 2015 to improve server performance. Since that time, the server hardware has been upgraded and the tracker mechanism reactivated. All time changes are tracked providing a reliable audit trail (**Recommendation #3**)

Supporting Section 2

Supporting Section 2 of the report states that staff were directed to alter times to inflate on-time performance. Staff did alter times, but not for the reasons stated in the report. Further, the direction came from the Dispatch Manager, not Mr. Jones (it should be noted that both the Operations Manager and the Dispatch Manager were interviewed as part of the investigation, but no testimony from either witness has been included in the report). Early in the start-up phase of the project, technical and human errors caused many on-time trips appear late in the system even though they were in fact on-time. First, Palm Tran staff discovered that the MDTs did not show the driver all of the trips on the manifest and did not allow the driver to "arrive" a group trip. For example, a group trip of four (4) people that all arrived on time would show one (1) person as on-time and three (3) people as late. To address this inaccuracy, a report was developed to show late group trips and staff were directed to manually change the records. This practice went on daily until the MDTs were reprogrammed in May, 2015. It is estimated that approximately 4,000 trips were manually modified. Additionally, it should be noted that in a subsequent interview with Mr. Jones, he stated that the direction provided to staff could have been delivered better with a more clear understanding of why they were being directed to change the system times.

Second, and again during the start-up period, it was discovered that drivers were not properly "arriving" trips and logging out of the MDTs at the end of their routes. For example, a driver would complete his route and forget to arrive one or more trips, not log out of the MDT and go home. This problematic habit resulted in on-time trips being logged as late in the Trapeze system and still showing one or more

people the vehicle even though they had been dropped off. It is estimated that no more than 200 trips were changed for this reason.

Supporting Section 3

Supporting Section 3 of the report states that vendors were changing data inaccurately inflating on-time performance. A subcontractor was indeed changing times in the system, possibly for payroll purposes, and stated that she "did not know it (the changes) would be calculated for on-time performance. She also stated that "no one instructed her to change the rider's window times...and that she did not change the time to increase the on-time performance." The vendors should not have had the ability to make changes to the times and vendor access has been restricted (**Recommendation #4**).

Supporting Section 4

Supporting Section 4 of the report states that staff were cancelling and rescheduling trips to inflate on-time performance. Staff did cancel and reschedule trips, but it was a training issue, not an overt attempt to inflate on-time performance. It was discovered that one (1) dispatch assistant was incorrectly cancelling and rescheduling trips, and although there are valid reasons to cancel and reschedule trips the dispatch assistant was not following the correct procedure. The dispatch assistant was counseled in the correct procedure for rescheduling trips, has been retrained, and is presently being monitored. A formal operating policy (**Recommendation #1**) is being developed and Palm Tran will ensure that authorized employees are instructed on valid reasons for making time changes in the Trapeze system (**Recommendation #8**).

Supporting Section 5

Supporting Section 5 of the report discusses the financial impact of changing on-time performance and states that vendors could have been assessed Liquidated Damages resulting in \$4.2 million to \$9.2 million in fines. This is simply not true. From the onset of the project, communication with the Board of County Commissioners (BCC) has been consistent; the new business model brought the dispatch function in-house and put both on-time performance and productivity in the hands of County staff, not the vendors. As such, no Liquidated Damages (LQDs) are associated with on-time performance and no vendor has been assessed LQDs for the on-time performance metric. Public and legal documents memorialize this intention as follows:

- ***Approval of the Request for Proposals April 22, 2014 - BCC Presentation (Attachment 2)***
 - Page 17, Service Performance Metrics describes the goal of Palm Tran Connection staff is to obtain 95% on-time performance and a productivity ratio of 1.71 trips per service hour.
 - Page 22, Article 21 - describes Liquidated Damages of \$200 for Failure to pick up passengers, not for failure to pick up passengers on-time.

- ***Non-Mandatory Pre-Bid Proposal Conference May 21, 2014 - Presentation (Attachment 3)***
 - Page 28, 4.4.19 Service Performance Metrics describes the goal of Palm Tran Connection staff is to obtain 95% on-time performance and a productivity ratio of 1.71 trips per service hour.
 - Page 33, Article 21 - describes Liquidated Damages of \$200 for Failure to pick up passengers, not for failure to pick up passengers on-time.
- ***REQUEST FOR PROPOSAL RFP NO. 14-041/SC (Attachment 4)***
 - Page 45, Section 4.4.19 Service Performance Metrics describes the goal of Palm Tran Connection staff is to obtain 95% on-time performance and a productivity ratio of 1.71 trips per service hour.
- ***AMENDMENTS REQUEST FOR PROPOSAL RFP NO. 14-041/SC (Attachment 5)***
 - Page 21, C.A.37 Response to Veolia Transportation - there will be no liquidated damage for failure to meet on-time performance goals.
 - Page 53, C.A.37 Response to SCR Medical - the RFP does not incorporate LQDs for late trips.
- ***CONTRACT FOR PALM TRAN CONNECTION PARATRANSIT SERVICES (RUN PACKAGE A)***
 - Article 2, Order of Precedence - the provisions of RFP No. 14-041/SC and all Amendments thereto, which are incorporated into and made a part of this Contract (**Attachment 6**).
 - Article 21, Section C - Liquidated Damages - Failure of the Contractor's driver to pick up a scheduled passenger, which was reasonably within the driver's control (**Attachment 7**).

It should be noted that LQDs for valid contract violations have been assessed in the amount of \$177,740 (**Attachment 8**).

Recommendations

As an organization dedicated to continuous improvement, we recognize the benefits this investigation has offered and appreciate the recommendations provided in the case report, many of which have been implemented. Management will continue to conduct a thorough investigation of all pertinent findings and recommendations to this case and take the appropriate corrective actions to ensure that Palm Tran is providing the best service possible to all stakeholders, our customers, the BCC and the tax payers of Palm Beach County. The status of all nine (9) recommendations are as follows:

1. Develop personnel and operational policies.

- In development and to be completed within 30 days.
2. Take appropriate personnel action.
 - Will be evaluated within 90 days.
 3. Reactivate the tracker action settings to track and account for every entry, change, and deleted event within the system.
 - Completed on August 17, 2015.
 4. Restrict Trapeze System access rights to the Transportation providers eliminating their ability to change times, as well as granting access rights only to those essential PTC employees needing to make changes in the system as part of their position duties.
 - Completed on August 19, 2015.
 5. Calculate the OTPR according to industry standards.
 - Will be evaluated within 90 days.
 6. Create an internal policy to monitor times changed so the period ending OTPR can be calculated from the initial scheduled time not the edited time.
 - Will be evaluated within 90 days.
 7. Create an internal policy to monitor deleted records to require a review by Management. This policy should, at a minimum, be in accordance with Florida State Statutes relating to public records.
 - Completed on September 14, 2015.
 8. Ensure that authorized employees are instructed on the approved reasons that would constitute any changes in the Trapeze System.
 - In development and to be completed within 30 days.
 9. Implement an external control measure (Periodic Review) to accurately account for the OTPR or any other targeted data.
 - Will be evaluated within 90 days.

From: Dan Pace
Sent: Monday, March 09, 2015 9:17 AM
To: Ron Jones; Louis Ferri; Evette Ricketts
Cc: Charles Miller K.; Chris Eaton
Subject: RE: Trapeze PASS Tracker Actions settings

Trapeze suggest we turn off everything that you don't need and no show seems to be the only one set for notes.

Let us know if you want to disable all of them except for no show?

Dan

From: Ron Jones
Sent: Friday, March 06, 2015 9:40 AM
To: Dan Pace; Louis Ferri; Evette Ricketts
Cc: Charles Miller K.; Chris Eaton
Subject: RE: Trapeze PASS Tracker Actions settings

Defiantly turn off the Pass/Query as that notes every time someone looks at a trip. Looking at the list, with a lot of them we do not even know what mean, like CopyTrip. Could we see what Trapeze recommends?

From: Dan Pace
Sent: Thursday, March 05, 2015 1:55 PM
To: Ron Jones; Louis Ferri; Evette Ricketts
Cc: Charles Miller K.; Chris Eaton
Subject: Trapeze PASS Tracker Actions settings

Action	Level	Code	Note	Instructions
MDT/ArriveOutOfSeq	1	ARRWDDR	No	
MDT/Assign	1	ASSIGN	No	
MDT/AutoLogoff	1	LOGOFF	No	
MDT/CannedMsg	1	CANNED	No	
MDT/ChgSendStat	1	CHGSTAT	No	
MDT/ClientMsg	1	CLIMSG	No	
MDT/FareChange	1	FARECHG	No	
MDT/FlexStopSkipped	1	SPSKIP	No	
MDT/FreeText	1	FREETXT	No	
MDT/ManLogoff	1	LOGOFF	No	
MDT/ManLogon	1	LOGON	No	
MDT/ManuallySend	1	MANUSEND	No	
MDT/MarkAll	1	MARKALL	No	
MDT/MDTChgSendStat	1	MDTSEND	No	

Finished up yet another Webex with Trapeze concerning our "slowness" issue in PASS and besides the SAM (Timepoint) and of course the MV batch script running the late board and NO Show, Trapeze suggest we look at the tracker action setup. Please go to File->Ancillary Data->Para->Tracker->Tracker Action, he noticed we are basically tracking everything you can think of in PASS. Can you possible verify that really need all these?

Thanks,

Daniel Pace
System Administrator II
Palm Tran
3201 Electronics Way
West Palm Beach, Florida 33407
561-841-4228

Palm Beach County
Board of County Commissioners

April 22, 2014

Approval of the Request for Proposals
Palm Tran Connection Paratransit Services



Prior BCC Direction

January 28, 2014

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

Prior BCC Direction

February 25, 2014

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

RFP - Section 1: General

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

Run Package “A” – 40% of total trips

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

Run Package “B” – 40% of total trips

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

Run Package “C” – 20% of total trips

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

RFP – Section 1: General (Cont'd)

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

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

RFP - Section 1: General (Cont'd)

1.6 - Non-mandatory Pre-Proposal Conference

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

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

- ✓ *Mobilization Period: October 7, 2014 – January 31, 2015*
- ✓ *Contract Period: February 1, 2015 – January 31, 2022*

1.8 – Qualifications

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

RFP – Section 1: General (Cont'd)

1.9 - Timeline

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

1.12 - Cone-of-Silence

- ✓ *In effect from date of proposal submission*

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

2.9 - Right to Protest

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

2.10 - Disadvantaged Business Enterprise (DBE)

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

2.15 – Exceptions to the RFP

- ✓ *No exceptions are permitted*

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

2.17 - Evaluation Criteria

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

100 Points

RFP - Section 2:

General Terms & Conditions (Cont'd)

2.26 - Transit Employees Protective Arrangements

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

RFP - Section 3: Proposal Requirements

3.1 – Experience, Qualifications and Past Performance – 10 Points

Paratransit Service Contracts

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

Failure to Complete Contracts

- ✓ Last five (5) years

Previous Litigation Regarding Paratransit Service Delivery

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

History of DBE Compliance

Contractor Integrity & Compliance with Public Policy

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

3.2 - Project Approach and Start Up Plan - 15 Points

Corporate philosophy and commitment to paratransit services

Start up approach to meet February 1, 2015 deadline

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

RFP - Section 3:

Proposal Requirements (Cont'd)

3.3 Key - Personnel & Operations Information - 10 Points

Organization chart

Resumes of key personnel

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

RFP - Section 3:

Proposal Requirements (Cont'd)

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

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

3.4 - Maintenance Plan & Facility - 15 Points

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

RFP - Section 3:

Proposal Requirements (Cont'd)

3.5 - Financial & Business Stability - 10 Points

Income statements

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

Wholly-owned subsidiary – parent company information

Franchise, partnership – financial information on partners

3.6 - Price Proposal - 40 Points

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

Formula to establish ranking of remaining proposers

RFP - Section 4: Scope of Work

4.2 - Payment Structure

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

4.3 - Run Package Modification

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

RFP - Section 4:

Scope of Work (Cont'd)

4.4.19 - Service Performance Metrics

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

RFP - Section 4:

Scope of Work (Cont'd)

4.5.9 - Driver Qualifications

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

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

4.6 - Vehicle Maintenance

Contractor to maintain all vehicles and equipment

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

RFP - Attachment 1: Contract for Paratransit Services

Required to execute attached Contract with no exceptions

Article 7 – Performance Bond

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

RFP - Attachment 1: Contract for Paratransit Services

Required to execute attached Contract with no exceptions

Article 9 – Termination

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

Article 16 - Insurance

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

RFP - Attachment 1:

Contract for Paratransit Services

(Cont'd)

Article 21 – Liquidated Damages

Liquidated damages not a penalty

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

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

Article 34 – Modifications of Work

County reserves right to shift work

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

No limit to shift for non-performance

Article 39 – Living Wage Ordinance

Incorporated for prime and subcontractors

Staff Recommendation

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

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

Non-Mandatory Pre-Proposal Conference

May 21, 2014

Request for Proposals Palm Tran Connection Paratransit Services



Palm Tran Connection Responsibilities

- ✓ *County purchases, furnishes and owns all vehicles and on-Onboard equipment*
- ✓ *Eligibility, finance, dispatch, centralized reservation and scheduling*
- ✓ *Customer Relations (Complaints/ Commendations) and Contract Compliance Monitoring*

RFP – Section 1: General

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

Run Package “A” – 40% of total trips

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

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

Run Package “C” – 20% of total trips

- ✓ *Operational Facility based between Northlake Boulevard and Boynton Beach Boulevard*
- ✓ *Operates Monday through Friday*
- ❖ *100% Dedicated Service*

RFP - Section 1: General (Cont'd)

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

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

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

- ✓ *Mobilization Period: October 7, 2014 – January 31, 2015*
- ✓ *Contract Period: February 1, 2015 – January 31, 2022*

RFP – Section 1: General (Cont'd)

1.9 - Timeline

- ✓ *May 1, 2014 – RFP Advertised*
- ✓ *May 21, 2014 – Non-mandatory pre-proposal meeting*
- ✓ *June 20, 2014 – Receipt of proposals*
- ✓ *July 14/18, 2014 – Selection committee meeting(s)*
- ✓ *September 23, 2014 – BCC ratification of recommendations*
- ✓ *October 7, 2014 – BCC contract award*

1.12 - Cone-of-Silence

- ✓ *In effect from date of proposal submission*

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

2.9 - Right to Protest

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

2.10 - Disadvantaged Business Enterprise (DBE)

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

2.15 – Exceptions to the RFP

- ✓ *No exceptions are permitted*

RFP – Section 2:

General Terms & Conditions (Cont'd)

2.17 - Evaluation Criteria

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

100 Points

RFP – Section 2:

General Terms & Conditions (Cont'd)

2.26 - Transit Employees Protective Arrangements

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

RFP - Section 3: Proposal Requirements

3.1 – Experience, Qualifications and Past Performance – 10 Points

Paratransit Service Contracts

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

Failure to Complete Contracts

- ✓ *Last five (5) years*

Previous Litigation Regarding Paratransit Service Delivery

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

History of DBE Compliance

Contractor Integrity & Compliance with Public Policy

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

3.2 - Project Approach and Start Up Plan - 15 Points

Corporate philosophy and commitment to paratransit services

Start up approach to meet February 1, 2015 deadline

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

RFP - Section 3:

Proposal Requirements (Cont'd)

3.3 Key - Personnel & Operations Information - 10 Points

Organization chart

Resumes of key personnel

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

RFP – Section 3:

Proposal Requirements (Cont'd)

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

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

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

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

RFP - Section 3:

Proposal Requirements (Cont'd)

3.5 - Financial & Business Stability - 10 Points

Income statements

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

Wholly-owned subsidiary – parent company information

Franchise, partnership – financial information on partners

3.6 - Price Proposal - 40 Points

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

Formula to establish ranking of remaining proposers

3.6 - Price Proposal

- Price Proposal Points formula:
$$(40 - ((c - d)/d \times 40))$$
- c. Total Fixed Costs, Mobilization Cost and Total Variable Cost for All Years for Run Package (“A”, “B” or “C”) = Total Costs
- d. Lowest Total Proposed Cost for Run Package (“A”, “B” or “C”)

3.6 - Price Proposal

- **Fuel Reimbursement**

- Fuel will be a pass through expense:

Gas: The cost per gallon for fuel is not to exceed the weekly average price per gallon for regular fuel as reported by the Oil Price Information Service (OPIS) for the 33415 area.

Propane: The cost per gallon for propane is not to exceed weekly average rack (wholesale) price per gallon, as reported by OPIS for the Gulf Coast region multiplied by a gross up factor of 40%.

3.6 - Price Proposal

- The Following Sheets Are Used To Evaluate Each Bidders Price Proposal.
- Each Proposer is Required to Complete Appendix A.
- Clearly Show on Each Sheet the Package (A, B or C) Proposed.
- The Price Pages Will Need to Detail any and all Expenses for this Project.

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

Cost Summary*

Proposal Option (check One):

☐ Package "A"

☐ Package "B"

☐ Package "C"

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Mobilization Costs	\$ -							\$ -
Fixed Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Variable Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* This sheet is provided as a Summary only. The information populates from the totals on form A-1 (Mobilization Costs), B-1 (Fixed Costs), B-2 (Variable Costs) and C-1 (Fuel Costs).

- This Sheet is Provided as a Summary Only. The Information Populates from the Following Sheets.

APPENDIX A

PRICE PROPOSAL PAGES

RFP NO. 14-041 / SC

Mobilization Cost Form A - 1

Proposal Option (check one):

☐ Package "A"

☐ Package "B"

☐ Package "C"

	Month 1	Month 2	Month 3	Month 4	Total	Month 5 (Potential)	TOTAL
Administrative Costs							
1. Personnel Wages					\$ -		\$ -
2. Fringe Benefits					\$ -		\$ -
3. Rent					\$ -		\$ -
4. Utilities					\$ -		\$ -
5. Admin. Phone/Internet					\$ -		\$ -
6. Travel					\$ -		\$ -
7. Supplies					\$ -		\$ -
8. General Liability Insurance					\$ -		\$ -
9. Advertising/Recruitment					\$ -		\$ -
10. Financing Costs					\$ -		\$ -
11. Other (describe:)					\$ -		\$ -
12. Other (describe:)					\$ -		\$ -
13. Sub-Total Administrative Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Operations Mobilization							
14. Personnel Wages					\$ -		\$ -
15. Fringe Benefits					\$ -		\$ -
16. Vehicle Insurance					\$ -		\$ -
17. Vehicle Maintenance/Supplies					\$ -		\$ -
18. Vehicle Fuel					\$ -		\$ -
19. Other (describe:)					\$ -		\$ -
20. Other (describe:)					\$ -		\$ -
21. Sub-Total Veh. Operations Mobilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Total All Mobilization Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

APPENDIX A

PRICE PROPOSAL PAGES

RFP NO. 14-041 / SC

Supplemental Mobilization Cost Form A - 2

Personnel Salaries/Wages and Fringe Detail Page

Proposal Option
(check one):

☐ Package "A"

☐ Package "B"

☐ Package "C"

Position	Hourly Rate	Fringe %	Month 1		Month 2		Month 3		Month 4		Total Hrs.	Month 5 (Potential)		Total Cost
			FTE	Hrs	FTE	Hrs.	FTE	Hrs.	FTE	Hrs.		FTE	Hrs.	
Administrative														
Project/General Mgr.											\$ -			\$ -
Operations Mgr.											\$ -			\$ -
Maintenance Mgr.											\$ -			\$ -
Safety and Training Mgr.											\$ -			\$ -
Human Resources Mgr.											\$ -			\$ -
Finance Mgr.											\$ -			\$ -
Mobilization Mgr.											\$ -			\$ -
Administrative											\$ -			\$ -
Janitorial											\$ -			\$ -
Other (describe:)											\$ -			\$ -
Operations														
Mechanics – A											\$ -			\$ -
Mechanics – B											\$ -			\$ -
Vehicle Cleaners											\$ -			\$ -
Window Dispatchers											\$ -			\$ -
Road Supervisors											\$ -			\$ -
FT Drivers – Minivans											\$ -			\$ -
FT Drivers – Sm. Cutaways											\$ -			\$ -
FT Drivers - Lrg. Cutaways											\$ -			\$ -
Blended Rate for FT Drivers														
PT Drivers – Minivans											\$ -			\$ -
PT Drivers – Cutaways											\$ -			\$ -
PT Drivers - Lrg. Cutaways											\$ -			\$ -
Blended Rate for PT Drivers														
Other (describe:)											\$ -			\$ -

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

Supplemental Mobilization Cost
Form A - 3

Sample Cost Detail Page (Use this or a similar form and attach additional detail as needed)

Proposal Option (check one): ☐ Package "A" - ☐ Package "B" - ☐ Package "C"

Line Item #	Cost Detail (attach and reference additional pages as needed)
Administrative Cost Detail	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
Vehicle Operations Mobilization Cost Detail	
13	
14	
15	
16	
17	
18	
19	
20	

Fixed Cost Annual Expense
Form B - 1

○Package "C"

[illegible]

RFP NO. 14-041 / SC

Form B - 2

☐ Package "C"

[illegible]

[illegible]

RFP NO. 14-041 / SC

From B - 4

☐ Package "C"

[illegible]

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

Supplemental Fixed and Variable Cost
Form B -5

Proposal Option (check one): ☐ Package "A" - ☐ Package "B" - ☐ Package "C"

Line Item #	Cost Detail Assumption (attach and reference additional pages as needed)
Fixed Costs	
Administrative Cost Detail	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
Management Fee on Administrative Costs	
12	
Facility	
13	
14	
15	
16	
17	
18	
Equipment	
19	
20	
21	
22	
23	
24	
25	

Line Item #	Cost Detail Assumption (attach and reference additional pages as needed)
Variable Costs	
Revenue Vehicle Operations	
26	
27	
28	
29	
30	
31	
32	
Revenue Vehicle Maintenance	
33	
34	
35	
36	
37	
Road Supervision & Non-Revenue Vehicles	
38	
39	
40	
41	
42	
43	
44	
45	
Management Fee on Variable Costs	
46	

APPENDIX A

PRICE PROPOSAL PAGES

RFP NO. 14-041 / SC

Fuel Cost Estimate Form C - 1

Fuel costs will be treated as a direct payment to the CONTRACTOR. The following provides an estimate of the projected annual fuel costs for each Package ("A", "B" or "C"). Please designate the Package being proposed on by entering "A", "B" or "C" in the box at the bottom of this sheet.

Proposal Option
(check one):

☐ Package "A"

☐ Package "B"

☐ Package "C"

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Total
Package A								
Estimated Annual Hours	233,212	235,544	237,899	242,657	247,510	252,461	257,510	1,706,793
Estimated Annual Gallons	367,367	371,041	374,751	382,246	389,891	397,689	405,643	2,688,627
Estimated Gallons Per Hour	1.58	1.58	1.58	1.58	1.58	1.58	1.58	1.58
Estimated Gallons / Gas	231,031	233,756	236,093	240,815	245,631	250,544	255,555	1,693,835
Estimated Gallons / Propane	136,336	137,285	138,658	141,431	144,260	147,145	150,088	994,792
Estimated Gas Cost / Gallon	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72
Estimated Propane Cost /Gallon	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51
Annual Fuel Cost	\$ 1,065,304	\$ 1,076,871	\$ 1,087,640	\$ 1,109,393	\$ 1,131,581	\$ 1,154,212	\$ 1,177,297	\$ 7,802,298
Package B								
Estimated Annual Hours	233,212	235,544	237,899	242,657	247,510	252,461	257,510	1,706,793
Estimated Annual Gallons	367,367	371,041	374,751	382,246	389,891	397,689	405,643	2,688,627
Estimated Gallons Per Hour	1.58	1.58	1.58	1.58	1.58	1.58	1.58	1.58
Estimated Gallons / Gas	231,031	233,756	236,093	240,815	245,631	250,544	255,555	1,693,835
Estimated Gallons / Propane	136,336	137,285	138,658	141,431	144,260	147,145	150,088	994,792
Estimated Gas Cost / Gallon	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72
Estimated Propane Cost /Gallon	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51	\$ 1.51
Annual Fuel Cost	\$ 1,065,304	\$ 1,076,871	\$ 1,087,640	\$ 1,109,393	\$ 1,131,581	\$ 1,154,212	\$ 1,177,297	\$ 7,802,298
Package C								
Estimated Annual Hours	116,606	117,772	118,950	121,329	123,755	126,230	128,755	853,397
Estimated Annual Gallons	180,739	182,547	184,372	188,059	191,821	195,657	199,570	1,322,765
Estimated Gallons Per Hour	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55
Estimated Gas Cost / Gallon	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72	\$ 3.72
Annual Fuel Cost	\$ 672,350	\$ 679,073	\$ 685,864	\$ 699,581	\$ 713,573	\$ 727,844	\$ 742,401	\$ 4,920,685

Enter the Letter ("A", "B" or "C") for Run Packaged Proposing:

RFP – Section 4: Scope of Work

4.2 - Payment Structure

- ✓ *Mobilization costs amortized over first year paid weekly*
- ✓ *Fixed cost amortized over each of the seven (7) years paid weekly*
- ✓ *Variable costs based on per actual vehicle hour rate*
- ✓ *Gate to Gate – Less Break Time Over 1 Hour*
- ✓ *Fuel cost paid weekly*

RFP - Section 4:

Scope of Work (Cont'd)

4.4.19 - Service Performance Metrics

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

RFP – Section 4:

Scope of Work (Cont'd)

4.5.9 - Driver Qualifications

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

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

4.6 - Vehicle Maintenance

Contractor to maintain all vehicles and equipment

- ✓ *Preventative Maintenance*
- ✓ *Vehicle Cleaning*
- ✓ *Body Damage*
- ❖ *High Expectation Level for Vehicle Maintenance and Vehicle Up-Keep*

RFP – Attachment 1: Contract for Paratransit Services

Required to execute attached Contract with no exceptions

Article 7 – Performance Bond

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

RFP – Attachment 1: Contract for Paratransit Services

Required to execute attached Contract with no exceptions

Article 9 – Termination

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

Article 16 - Insurance

- ✓ *Commercial general liability* *\$1 Million*
- ✓ *Business automobile* *\$1 Million*
- ✓ *Umbrella or excess liability* *\$5 Million*

RFP - Attachment 1:

Contract for Paratransit Services

(Cont'd)

Article 21 – Liquidated Damages

Liquidated damages not a penalty

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

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

Article 34 – Modifications of Work

County reserves right to shift work

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

No limit to shift for non-performance

Article 39 – Living Wage Ordinance

Incorporated for prime and subcontractors

Board of County Commissioners

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



County Administrator

Robert Weisman

Purchasing Department
www.pbcgov.com/purchasing

REQUEST FOR PROPOSAL

RFP NO. 14-041/SC

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

Palm Tran Connection Paratransit Services

Date issued/available for distribution: May 1, 2014

Proposer **shall** submit one (1) unbound original, thirteen (13) bound copies, and one (1) electronic copy in pdf (CD/Flash Drive) of the complete proposal to be received in the Offices of the Purchasing Department no later than **June 20, 2014, 4:00 p.m. local time. See Section 1.10 of the RFP for Mailing Instructions.**

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

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

CAUTION

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

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

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

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

4.4.18 Complaint/Commendation Policies

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

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

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

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

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

4.4.19 Service Performance Metrics

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

- a. 95% on-time performance.
- b. Productivity of 1.71 trips per service hour.
- c. A complaint ratio lower than 3.0 valid complaints per 10,000 completed trips.
- d. No more than one accident per 100,000 vehicle miles.
- e. 0% uncovered runs and 0% late pullouts.
- f. No more than one (1) road-call per 10,000 vehicle miles.

Board of County Commissioners

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



County Administrator

Robert Weisman

Purchasing Department
www.pbcgov.com/purchasing

AMENDMENTS
REQUEST FOR PROPOSAL

RFP NO. 14-041/SC

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

- ✓
8/28/14
10
- "4. CONTRACTOR affirmatively acknowledges and represents that it, in the performance of this Contract and consistent with its terms and conditions will select, hire, train, place, supervise, discipline, terminate, compensate and reward its employees; that it has determined the manner and materials by which it will perform the work, including the site from which the work will be performed; and that the facility and materials that it will utilize to perform the work will be owned, leased and controlled by it and under its care and control."

B.42. Delete the existing RFP ATTACHMENT 8, Service Demand, Estimated Hours, Routes, and Vehicle Needs, in its entirety and replace with REVISED Attachment. 8 to this Amendment.

B.43. Delete the existing REVISED APPENDIX A, PRICE PROPOSAL PAGES provided in Amendment No. 3, its entirety and replace with Attachment 2, REVISED-APPENDIX A, PRICE PROPOSAL PAGES, to this Amendment. (Excel forms are provided as a separate attachment on the Purchasing website). Proposers are advised that they must submit this new REVISED-APPENDIX A (submit in Excel format) in lieu of all previous APPENDIX As.

C. Questions received from **Veolia Transportation** and the County's responses:

C.Q.1. For the Current Fiscal Year, please provide the price billed by the Current Contractor including any fixed monthly fees, variable per hour or per trip rates, and any other contracted service categories or rates charged by the Contractor.

C.A.1. Dedicated Hourly Rate = \$47.20 per Revenue Hour; and
Non Dedicated Mileage Rate = \$2.25 per passenger mile.

C.Q.2. Will there be an opportunity for follow-up questions after a response from the County/Palm Tran has been received?

C.A.2. The deadline for questions was May 30, 2014, 5:00 pm. An extension will not be granted.

C.Q.3. Please provide a copy of the current, or most recent, labor agreement covering the incumbent employees represented by the ATU Local 1577. If it continues to be in draft form, please provide the agreement the employees are working under and tentative agreements to date.

C.A.3. No Collective Bargaining Agreement is in place.

C.Q.4 Please provide the following information about the incumbent Operators:

- a. The number of full-time and part-time Operators, along with their hire dates or seniority.
- b. The current Operator wage scale and average hourly wage.
- c. A thorough description of the employees' benefits programs, including:

C.Q.30. During the pre-proposal meeting, Palm Tran staff mentioned that a total of the 231 vehicles are being purchased for use under this contract. Which model(s) will be delivered with the "propane conversion".

C.A.30 Please refer to Attachment 3 to Amendment No. 3 to the RFP.

C.Q.31. Please confirm whether recapped tires are acceptable for non-steering wheels.

C.A.31. Please refer to Section B, Item 25 of this Amendment.

C.Q.32. Please provide a copy of or a link to the vehicle specifications for all the new vehicles ordered.

C.A.32. Please refer to Attachment 3 to Amendment No. 3 to the RFP.

C.Q.33. What vendor is providing the initial gasoline to propane conversion? Will Palm Tran select the company to perform future conversions or will the contractor?

C.A.33. The propane system is being installed by Roush Clean Tech. Yes, Palm Tran will select the vendor for all future conversions.

C.Q.34. Is there a preferred vendor for propane fuel?

C.A.34. There is no preferred fuel vendor.

C.Q.35. The RFP indicates that "Vehicles are not to be fueled while providing revenue service"; since revenue service is defined as "gate to gate" can the vehicles be fueled if the vehicles are dead heading back to the yard without passengers?

C.A.35. Please refer to Section B, Item 13 of this Amendment.

C.Q.36. Please provide an example of fuel/fluid monthly reports.

C.A.36. Please refer to Section B, Item 32 of this Amendment.

C.Q.37. The RFP indicates a number of liquidated damages that seem to be out of the contractor's control or only partially in the contractor's control given dispatch is performed by the County. Will the County consider each liquidated damage on a case-by-case basis? For example:

- Failure of the CONTRACTOR's driver to pick up a scheduled passenger for any reason - There may be times when it is a dispatch error or miscommunication that neither the contractor nor the driver can control.

- 95% on-time performance - OTP is a function of both operations and proper scheduling. The contractor is not in control of scheduling.

- Productivity of 1.71 trips per service hour – Productivity is largely a matter of scheduling efficiency, as well as passenger density and operator effectiveness. The contractor can control only one of these elements.

Given the new model of separate packages scheduled and dispatched by County employees, will the County be willing to waive damages for the first 6 months and revisit the performance expectations by package?

C.A.37. Please refer to Section B, Item 40 of this Amendment.

There is no liquidated damage for failure to meet on-time performance goals.

There is no liquidated damage for failure to meet productivity goals.

There will be no grace period for the waiving of liquidated damages.

C.Q.38. Please confirm that the Living Wage Ordinance established for this contract does not have a specific health insurance benefit value requirement.

C.A.38. Please refer to Section A, Attachment 3 to this Amendment.

C.Q.39. Please clarify the insurance requirements of DBE Subcontractors providing transportation operations. Are they required to carry the same levels of insurance as the prime contractor?

C.A.39. Please refer to Section B, Item 38 of this Amendment.

C.Q.40. Please clarify the number of electronic proposal submittals. Do we need one for each technical proposal part (i.e.: Part 1; Part 2–Package A; Part 2–Package B; Part 2–Package C) or can they be included on the same CD?

C.A.41. Submit one electronic copy (CD/FlashDrive) of your proposal, which must include Part 1 and a clearly identified Part 2 for each Run Package ("A", "B" or "C"). The electronic copy is required in addition to the one (1) unbound original and the thirteen (13) unbound copies of each Part.

D. Questions received from First Transit, Inc., and the County's responses:

D.Q.1. Contract (RFP page 77) - Is the contract required to be signed and returned with the proposal? If yes, does the County prefer that just the signature page be included with the proposal, or copies of the entire agreement?

D.A.1. No. The Contract must be executed prior to the Board of County Commissioners consideration of the Contract, which is currently anticipated to be October 7, 2014.

D.Q.2. Fixed & Variable Costs (page 12-14) - This price page appears to reflect the number of trips as opposed to the number of hours. Please confirm the number of revenue hours on which pricing for each area should be based.

K.Q.12. Page 68 of the RFP indicates daily vehicle exterior and Page 69 indicates weekly washing. Please clarify expectations.

K.A.12. Please refer to Section B, Item 30 of this Amendment.

K.Q.13. If vehicles (and routes) are shifted and this results in an increase of the contractors fixed cost, will the County negotiate an adjustment with the Contractor?

K.A.13. The RFP under Section 4.7 specifies Maintenance Facility requirements. These cost are included under REVISED APPENDIX A, Page 13, Fixed Cost Annual Expense.

K.Q.14. Please indicate whether bidders will need a T1 line for high speed internet connection to access the County's Trapeze software.

K.A.14. Please refer Section 4.8 (b) of the RFP. However, this Section does not necessarily require a T1 line. It can be any technology (T1, cable, DSK, dedicated fiber). Proposers need to provide sufficient bandwidth to adequately serve all planned data patterns (VOIP, Trapeze, Remote Access, etc.).

K.Q.15. Please confirm this contract is subject to the Palm Beach County living wage ordinance. Please provide the current rate and any information regarding proposed or scheduled increases.

K.A.15. Please refer to Section A, Attachment 3 to this Amendment, which is a copy of the current Living Wage Ordinance. The Ordinance is in effect for the entire Contract term, including mobilization.

L. Questions received from SCR Medical and the County's responses:

L.Q.1. For interpreting RFP statistics such as deadhead, can you identify the addresses of current facilities please and how many vehicle are operated out of each?

L.A.1. Please refer to Article 4.2 (c) of the RFP.

L.Q.2. A) Regarding the mobilization described on page 8, is it envisioned that the actual routes will not begin in full until the start date of February 1, or will the mobilization period include some routes?

B) Also, during the mobilization period, will vehicles be made available for training drivers. How many can be made available during this period?

L.A.2. A) The mobilization period does not include any routes.
B) No.

L.Q.3. Regarding attachment on transit employ protective arrangements, there is a significant exhibit with materials on the 13 obligations pertaining to various unions previous contractors, etc. Would you please summarize for us the most recent position regarding the rights under 13c for any of the any of the existing contractors, employees?

L.A.3. Please refer to Section A, Attachment 16 to this Amendment.

systems information that comes in off the mobile data terminal is sometimes in need of correction. Who is responsible for making these corrections, also?

L.A.27. Palm Tran Connection will perform all trip edit functions.

L.Q.28. At the bottom of page 38, on-time trips is defined and there are two situations with and or separating the situations, and if either is met the trips considered on time. However, this then contradicts the definition of late trip, which says the trip is actually late if one or another condition occurs either one of which could contradict one or the other of the on time definitions. So it appears that both cannot be true. Could you elaborate on when an on-time trip or late trip would be considered based on the times as described in the RFP?

L.A.28. The definitions do not conflict and Attachment 1, ARTICLE 21 - LIQUIDATED DAMAGES of the RFP does not incorporate LQDs for late trips.

L.Q.29. Medical emergencies, page 44, what is the training protocol that's been made reference to here?

L.A.29. This would be part of the Contractor's proposed Training Program.

L.Q.30. May we have on time performance statistics for the current contracts, monthly service. Also, these other service performance metrics and 4.4.19 beginning at page 45.

L.A.30. Please refer to Attachment 7 to the RFP.

L.Q.31. Can the finance manager described at 4.5.1 be a corporate employee stationed at the corporate office?

L.A.31. Please refer to Section B, Item 18 of this Amendment.

L.Q.32. Please verify that the requirements for the general manager to have managed an operation of comparable size would include a person with management position of a senior nature in a much larger company, but not necessarily in the role of project manager, but perhaps assistant project manager of a much larger scale or other senior role within a major paratransit operation?

L.A.32. It is the Contractor's sole responsibility to ensure that the General Manager has the experience to ensure that they can perform all duties included in Section 4.5.2 of the RFP.

L.Q.33. Also, please verify that in case of the operations manager that a person might have a role right underneath and operations manager, but in a much larger paratransit operation or a higher role in operations manager in a smaller paratransit operation such that experience and education make them well prepared for the position.

L.A.33. It is the Contractor's sole responsibility to ensure that the Operations Manager has the experience to ensure that they can perform all duties included in Section 4.5.3 of the RFP.

R201411540

OCT 07 2014

**CONTRACT FOR
PALM TRAN CONNECTION PARATRANSIT SERVICES
RUN PACKAGE A
(Contract No. 14-041/SC)**

This Contract No. 14-041/SC is made as of this 7th day of October, 2014, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and MV Transportation, Inc., a foreign profit corporation, authorized to do business in the State of Florida, whose address is 5910 N Central Expressway, Suite 1145, Dallas, TX 75206, and MV Contract Transportation, Inc., a foreign profit corporation (a subsidiary of MV Transportation, Inc.), authorized to do business in the State of Florida, whose address is 5910 N Central Expressway, Suite 1145, Dallas, TX 75206, collectively hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide paratransit services to COUNTY, as specified for Run Package A, in accordance with Exhibit A, Scope of Work, and Exhibit B, CONTRACTOR's price proposal dated June 27, 2014, which are attached hereto. CONTRACTOR's proposal dated June 27, 2014 consisting of Part 1 and Part 2; and RFP No. 14-041/SC and the Amendments thereto (also collectively referred to herein as the "RFP") are incorporated herein by reference.

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

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Edward Griffin, Vice President, MV Transportation, Inc., telephone number (407) 455-2632.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A – Scope of Work and Exhibit B – CONTRACTOR's price proposal; (2) the provisions of RFP No. 14-041/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) CONTRACTOR's proposal consisting of Part 1 and Part 2 dated June 27, 2014; and (4) all other documents, if any, cited herein or incorporated herein by reference.

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

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

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

LQD Summary													
	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Total
MV Transportation													
Maintenance	\$ -	\$ 100	\$ -	\$ 300	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 200	\$ -		\$ 800
Driver	\$ -	\$ -	\$ 400	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,200
Reports	\$ 180	\$ 1,140	\$ 120	\$ 360	\$ 60	\$ 600	\$ 960	\$ 300	\$ 540	\$ 600	\$ 360		\$ 5,220
Service Delivery	\$ 120	\$ 420	\$ 660	\$ 540	\$ 660	\$ 480	\$ 600	\$ 840	\$ 660	\$ 360	\$ 540		\$ 5,880
Perf Measures	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500		\$ 25,000
Complaints	3.29	5.19	3.39	1.76	2.52	1.49	2.48	2.36	4.54	2.79	6.66		3.32
Accidents	7.07	3.06	1.53	0.32	1.00	3.68	0.29	1.36	-	0.85	0.83		1.82
Breakdowns	0.67	0.55	0.70	0.64	0.20	0.40	0.41	0.30	0.42	0.37	0.17		0.44
Missed Trip	\$ 200	\$ 3,200	\$ -	\$ 2,000	\$ -	\$ 400	\$ -	\$ 800	\$ 200	\$ 400	\$ -		\$ 7,200
Uncovered Routes	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 900
Total	\$ 5,500	\$ 9,860	\$ 6,180	\$ 4,000	\$ 1,020	\$ 4,780	\$ 1,560	\$ 4,440	\$ 3,900	\$ 1,560	\$ 3,400	\$ -	\$ 46,200
Letter Mailed	3/31/2015	5/19/2015	7/15/2015	7/24/2015	8/25/2015	9/11/2015	10/15/2015	11/17/2015	12/10/2015	1/14/2016	3/15/2016		
Deducted	4/20/2015	7/7/2015	8/20/2015	8/27/2015	10/8/2015	10/13/2015	11/13/2015	1/4/2016	1/14/2016	2/14/2016			
Miles	297,075	327,171	274,248	310,647	299,916	325,678	829,499	368,622	407,989	359,412	354,016		4,154,273
Trips	27,321	28,884	29,492	28,358	27,783	26,845	70,835	29,634	33,042	25,517	25,080		352,791
First Transit													
Maintenance	\$ -	\$ 100	\$ 200	\$ 100	\$ -	\$ 100	\$ 100	\$ 300	\$ -	\$ 500	\$ -		\$ 1,400
Driver	\$ -	\$ 1,500	\$ 100	\$ 500	\$ -	\$ 400	\$ 300	\$ 300	\$ -	\$ -	\$ -		\$ 3,100
Reports	\$ 60	\$ 540	\$ -	\$ 240	\$ 60	\$ 900	\$ 840	\$ 900	\$ 660	\$ 840	\$ 1,380		\$ 6,420
Service Delivery	\$ 2,460	\$ 1,440	\$ 480	\$ 1,260	\$ 480	\$ 900	\$ 1,380	\$ 1,200	\$ 660	\$ 300	\$ 540		\$ 11,100
Perf Measures	\$ 5,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 2,500	\$ 5,000	\$ 5,000		\$ 37,500
Complaints	8.27	5.61	3.98	4.06	4.83	3.52	2.83	1.75	11.66	8.84	9.31		5.88
Accidents	1.88	0.91	0.96	2.61	1.72	1.23	0.92	0.91	0.55	1.50	1.51		1.34
Breakdowns	0.75	0.79	0.42	0.85	0.38	0.31	0.40	0.39	0.28	0.57	0.42		0.51
Missed Trip	\$ -	\$ 4,000	\$ 1,200	\$ 400	\$ 400	\$ -	\$ 400	\$ 400	\$ 400	\$ -			\$ 7,200
Uncovered Routes	\$ -	\$ 900	\$ -	\$ 300	\$ -	\$ 300	\$ -	\$ -	\$ 300	\$ 600	\$ 200		\$ 2,600
Total	\$ 7,520	\$ 10,980	\$ 4,480	\$ 7,800	\$ 5,940	\$ 7,600	\$ 3,020	\$ 3,100	\$ 4,520	\$ 7,240	\$ 7,120	\$ -	\$ 69,320
Letter Mailed	3/31/2015	5/19/2015	7/15/2015	7/24/2015	8/25/2015	9/11/2015	10/15/2015	11/17/2015	12/10/2015	1/14/2016	3/2/2016		
Deducted	5/28/2015	7/7/2015	8/27/2015	8/27/2015	10/8/2015	10/13/2015	11/13/2015	1/4/2016	1/10/2016	2/14/2016			
Miles	318,622	328,055	259,402	306,624	290,325	325,745	326,849	331,411	362,898	330,260	330,260		3,510,451
Trips	26,603	30,298	30,115	29,522	28,995	28,404	28,272	28,605	30,869	24,693	24,693		311,069
Maruti Fleet													
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Driver	\$ 200	\$ -	\$ 600	\$ -	\$ 100	\$ -	\$ 700	\$ 100	\$ 400	\$ -	\$ -		\$ 2,100
Reports	\$ 180	\$ 960	\$ 480	\$ -	\$ -	\$ 1,320	\$ 300	\$ 360	\$ 660	\$ 360	\$ 420		\$ 5,040
Service Delivery	\$ 240	\$ 300	\$ 300	\$ 960	\$ 120	\$ 120	\$ 60	\$ 420	\$ 420	\$ 480	\$ 360		\$ 3,780
Perf Measures	\$ 2,500	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000	\$ 5,000	\$ 5,000		\$ 40,000
Complaints	2.21	12.94	4.90	0.66	6.83	8.53	4.87	5.23	11.85	8.81	5.42		6.57
Accidents	2.66	1.15	1.69	0.62	1.31	-	-	0.58	1.60	3.08	0.31		1.18
Breakdowns	1.59	0.92	0.51	0.37	0.38	0.25	0.43	0.29	0.70	0.25	1.22		0.63
Missed Trip	\$ 200	\$ 1,000	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 200		\$ 2,600
Uncovered Routes	\$ 1,200	\$ 4,500	\$ 600	\$ 1,200	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ 900		\$ 8,700
Total	\$ 4,520	\$ 11,760	\$ 7,380	\$ 2,160	\$ 5,620	\$ 3,940	\$ 3,560	\$ 3,680	\$ 6,480	\$ 6,240	\$ 6,880	\$ -	\$ 62,220
Letter Mailed	3/31/2015	5/19/2015	7/16/2015	7/24/2015	8/25/2015	9/11/2015	10/15/2015	11/17/2015	12/10/2015	1/14/2016	3/2/2016		
Deducted	5/20/2015	8/7/2015	8/20/2015	8/27/2015	10/8/2015	10/13/2015	11/12/2015	1/4/2016	1/14/2016	2/14/2016			
Miles	150,526	174,570	151,662	162,166	152,650	159,625	161,212	173,578	186,974	163,699	163,699		1,800,361
Trips	13,551	15,454	16,310	15,191	14,650	14,066	28,180	15,306	16,034	12,918	12,918		174,578
Total	\$ 17,540	\$ 32,600	\$ 18,040	\$ 13,960	\$ 12,580	\$ 16,320	\$ 8,140	\$ 11,220	\$ 14,900	\$ 15,040	\$ 17,400	\$ -	\$ 177,740