

# Memorandum



**Date:** February 18, 2010

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(D)

**From:** Carlos Alvarez  
Mayor

George M. Burgess  
County Manager

**Subject:** Modification of Contract No. TR04-TSB: Paratransit Transportation Services

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) waive formal competitive bidding and approve modification of this contract for additional time and spending authority for the Miami-Dade Transit Department (MDT) to continue to purchase demand response paratransit transportation services to people with disabilities in compliance with American with Disabilities Act regulations.

**CONTRACT NO.:** TR04-TSB

**CONTRACT TITLE:** Paratransit Transportation Services

**TYPE OF CHANGE:** This change is to allow use of Charter County Transit System Surtax funds as a component of Miami-Dade Transit Operating funds and for additional time and spending authority.

### USING/MANAGING AGENCIES AND FUNDING SOURCES:

<u>Departments</u>	<u>Existing Allocation</u>	<u>Additional Allocation</u>	<u>Modified Allocation</u>	<u>Funding Source</u>
MDT	\$219,000,000	\$20,092,000	\$239,092,000	MDT Operating

**CURRENT EXPIRATION:** March 21, 2010

**MODIFIED EXPIRATION:** September 20, 2010

### AWARDED VENDOR:

<b>Vendor</b>	<b>Address</b>	<b>Principal</b>
Advanced Transportation Solutions, LLC (Local vendor)	815 N.W. 57 <sup>th</sup> Avenue, Suite 130 Miami, FL 33126	Zev Naiditch

PERFORMANCE/  
COMPLIANCE DATA: A recent investigation by the Miami-Dade Police Department resulted in the arrest of 16 employees providing STS services under the contract involved in criminal activities related to covered services. The criminal investigation in regard to fraudulent activities continues. Over one million dollars are due to the County in liquidated damages related to performance of the contractor.

CONTRACT MEASURE: Thirty percent Disadvantaged Business Enterprise Goal

REVIEW COMMITTEE  
DATE: July 23, 2003; Item #5-01

LOCAL PREFERENCE: Applied in accordance with the Local Preference Ordinance.

LIVING WAGE: The Living Wage Ordinance does apply.

USER ACCESS  
PROGRAM: The contract does not include the User Access Program provision.

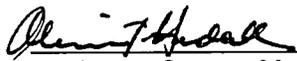
CONTRACT MANAGER: Hugh Chen, Miami-Dade Transit Department

CONTRACT  
MODIFICATION  
EFFECTIVE DATE: Upon approval by the Board, unless vetoed by the Mayor, and subsequent approval by the Citizens' Independent Transportation Trust.

### **REASON FOR CHANGE**

Authorization is requested to modify this contract to allow for the use of MDT Operating funds, additional time, and spending authority to continue to purchase demand response paratransit transportation services. The services are provided in compliance with the Americans with Disabilities Act regulations.

This modification will provide continuity of services until the replacement contract is awarded by the County. During this extension period, the County will assume responsibility of the STS call center functions and per trip rate billed to the County will be reduced by fifty seven cents. The customer service phone numbers will be transferred to the County by March 21, 2010, to ensure a smooth transition for customers. The County will only take responsibility for answering calls and taking reservations; the contractor will retain responsibility for scheduling trips and dispatching vehicles. A phased transition of the call center will begin on March 21, 2010, with the County full absorbing the system by May 23, 2010.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** February 18, 2010

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(O)(1)(D)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous  ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(O)(1)(D)

Veto \_\_\_\_\_

2-18-10

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING MODIFICATION FOR CONTRACT NO. TR04-TSB FOR ADDITIONAL TIME AND SPENDING AUTHORITY IN THE AMOUNT OF \$20,092,000 FOR THE MIAMI-DADE TRANSIT DEPARTMENT TO CONTINUE TO PURCHASE DEMAND RESPONSE PARATRANSIT TRANSPORTATION SERVICES; WAIVING THE REQUIREMENTS OF SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTIONS 2-8.1 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE PERTAINING TO COMPETITIVE BID PROCEDURES AND THE BID PROTEST PROCESS, BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

**WHEREAS**, this Board finds it to be in the best interest of Miami-Dade County to waive formal bid procedures in this instance; and

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

Section 1. This Board approves the modification of Contract No. TR04-TSB in substantially the form attached hereto and made a part hereof, for additional time and spending authority in the amount of \$20,092,000 for the Miami-Dade Transit Department to continue to purchase demand response public paratransit transportation services.

Section 2. This Board authorizes approval of this modification as a Bid Waiver.

Section 3. This Board authorizes the waiver of formal bid procedures and bid protest procedures pursuant to Section 5.03(D) of the Home Rule Charter and Sections 2-8.1 and 2-8.4 of the County Code by two-third (2/3s) vote of the Board members present.

Section 4. This Board authorizes the use of the County Transit System Surtax Funds, and any other rights contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18<sup>th</sup> day of February, 2010. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

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## SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **TR04-TSB-approved by Resolution No. R-1099-04 adopted September 09, 2004**

Contract Title: **Paratransit Transportation Services**

Contractor: **Advanced Transportation Solutions, LLC  
815 NW 57<sup>th</sup> Avenue, Suite 130  
Miami, FL 33126**

In accordance with the above referenced Contract, this supplement when properly executed, becomes a part of the Contract effective March 21, 2010, and shall provide for the following:

1. Addition of the following to the end of Article 43.0, Term of Contract:

This Contract may be extended beyond the initial term upon mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

2. Provision for the Contract to be extended for six months, pursuant to Section 1 above.
3. Transfer of the call center function from the Contractor to the County as described below:
  - a. Transfer of ownership and functionality of the customer service phone numbers (305-264-9000, TTY/TDD 305-265-9435, and toll free 1-888-543-4822) to the County shall be completed by March 21, 2010.
  - b. Effective March 21, 2010, 8:00 am, all calls for reservations, subscription service, customer complaints/commendation, and general information calls will be taken by the County's STS Call Center. Late Vehicle Assistance, cancellation, and trip confirmation calls will be automatically transferred by the County's STS Call Center telephone system to the Contractor's telephone system based on the customer's selection. The County will enter each reservation in the County's Computer System (Trapeze). All reservations and subscription requests through March 20, 2010 shall be handled by the Contractor. The Contractor will not be able to create trips in the Trapeze system after March 20, 2010.
  - c. Effective May 23, 2010, 12:01 a.m.; the County will receive all calls related to cancellation, confirmation, late vehicle assistance, and other STS customer service information. The County will respond to inquiries related to late vehicle assistance and estimated time of arrival. The Contractor shall provide an estimated time of arrival to the County and shall dispatch a vehicle, if no vehicle

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is currently in route to the Customer. Notwithstanding any provision to the Contract, the County reserves the right to assume responsibility for all calls related to cancellation, confirmation, late vehicle assistance, and other STS customer service information prior to May 23, 2010, upon two weeks advanced written notice to the Contractor.

- d. The Contractor shall develop vehicle schedules based on the Trapeze Computer System generated reservations and ensure on-time performance and accurate travel time using the County's Computer System.
  - e. The Contractor shall maintain a telephone system with an automated call distribution (ACD) system, dedicated lines and Contractor personnel to meet the call demands from the County to the Contractor during business hours to address and resolve Customer issues. The Contractor shall provide the County access to the Contractor's ACD reporting tools via an Internet Secure Sockets Layer (SSL) accessible connection or other available technology acceptable to the County.
  - f. The Contractor shall ensure that all vehicles utilized by the Contractor, including the capacity for ambulatory and wheelchair seating, are entered and updated into the County's Trapeze software system.
  - g. The County will continue to provide access to the County's Computer System via the Internet.
4. Performance Standards: Performance standards for Average Speed of Answer (Section 20.1 (c)), Rate of Calls Abandoned (Section 20.1 (d)) and Average Hold Time (Section 20.1 (e)) are hereby amended to mean performance standards associated for all calls from the County's STS Call Center to the Contractor.
5. Liquidated Damages (21.1.3): Liquidated Damages for Average Speed of Answer, Rate of Calls Abandoned and Average Hold Time are hereby amended to mean liquidated damages associated for all calls from the County's STS Call Center to the Contractor.

Following Liquidated damage is added to Section 21.1.3 as #c:

(c) Average Response Time to Estimated Time of Arrival (ETA) Inquiries:

The average response time to ETA inquiries from the County's STS Reservation Office, to include Late Vehicle Assistance Calls and Where's My Ride, will be measured from the time the call is answered by the Contractor to the time the ETA is provided to the County (also known as call processing time) measured on an hourly basis through the ACD system.

For each week where the Average Response Time to ETA inquiries per hour of operation is greater than 2 minutes, the Contractor will be assessed liquidated damages in the amount of \$750.00 per week.

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6. Effective March 22, 2010 and throughout the term of this extension, the requirement, specified in Section 22.3, of 5 model years for Paratransit vans and mid-size 4-door sedans will not be enforced by the County.
7. The price per trip shall be changed as follows:

Trip Type	Current Price	Price Effective March 21, 2010	Price Effective Upon Complete Transfer of Call Center Function to the County
Ambulatory	\$25.39	\$25.02	\$24.83
Non-Ambulatory	\$35.23	\$34.86	\$34.67

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. TR04-TSB.

Contractor

County

By: *David Naiditch* By: \_\_\_\_\_  
 Name: David Naiditch Name: \_\_\_\_\_  
 Title: General Manager Secretary Title: \_\_\_\_\_  
 Date: 02-09-10 Date: \_\_\_\_\_  
 Attest: *John L. Williams / John Williams* Attest: \_\_\_\_\_  
 Corporate Secretary / Notary Public Clerk of the Board

Corporate Seal/Notary Seal

