

TRANSIT OPERATIONS

1. BACKGROUND

- 1.1. Lake County (County) is in central Florida, spanning 1157 square miles, just Northwest of the Orlando metropolitan area. It is part of the Orlando-Kissimmee-Sanford, Florida Metropolitan Statistical Area (MSA) and is in the Lake-Sumter Metropolitan Planning Organization (MPO) service area for metropolitan transportation planning. The County is growing with a transit system that connects the approximate 390,000 residents in the County’s fourteen municipalities. The County’s public transit service includes urban, suburban, exurban, and rural areas with bus stops are placed strategically along each of the fixed routes.
- 1.2. The County operates a full-brokerage, public transportation system with fixed-route and paratransit services. The Transportation Operations Contractor (Contractor) provides the daily operations of fixed route and paratransit services, fleet maintenance, and dispatch services. The fixed-route bus system (LakeXpress) currently travels the County corridors via seven fixed routes using a fleet of sixteen buses, ten of which operate in peak operations. The paratransit service, Lake County Connection (LCC), provides eligible residents transportation to a variety of destinations within the County and select medical facilities outside of the County. LakeXpress and LCC currently operate Monday thru Friday with LCC providing Saturday service exclusively for dialysis patients. Additionally, a deviated fixed route system operates on Friday. It serves residents living in the Paisley area by providing transit services to Walmart located in Deland. It operates in the morning and returns to the Paisley area early in the afternoon (See **Exhibit F**). Transfer stations, located in Leesburg, Clermont, and Eustis facilitate passenger transfers between services and routes. Both LakeXpress and LCC had a 6-7% annual growth in ridership leading up to the pandemic but is currently operating near 50% ridership of pre-pandemic numbers with ridership trendlines reflect a steady growth each quarter.
- 1.3. **Exhibit F – Schedules**, reflects existing routes and schedules.
- 1.4. Service Expansion: The County has interest in the following service expansion plans:
 - 1.4.1. Express Service between Four Corners and Clermont Park and Ride (M-F, 6:00 AM-8:00 AM and 5:00 PM-7:00 PM). Anticipated start mid-December 2022.
 - 1.4.2. Express Service between Clermont Park and Ride and Leesburg Transfer Center (M-F, 6:00 AM-8:00 AM and 5:00 PM-7:00 PM) Anticipated start October 2023.
 - 1.4.3. Assume Rt 55 operations Monday thru Friday (5:30 AM-8:00 AM) & (4:30 PM-9:45 PM). Lynx will continue to provide Rt 55 weekend operations. Anticipated start December 2022.
- 1.5. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 applies to this contract with a minimum 6.13% DBE participation goal. Contractors shall use good faith efforts to meet DBE participation goals. Contractor will report its race-neutral and race-conscious measures quarterly along with its DBE. The DBE Compliance Officer, provided through Lake County, will perform regular site visits to ensure that all DBE obligations are fulfilled, and that work performed by each DBE meets specifications. The DBE Compliance Officer will review Contractor’s daily field reports to verify the work being performed is by the contracted DBE and

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not by Contractor's own workforce. If Contractor fails to meet the minimum DBE goal or if the paid amount differs from the amount submitted, the Contractor shall provide written explanation.

2. FTA GRANT REQUIREMENTS AND COMPLIANCE

Transit Services is provided with funding assistance from the Federal Government under the Urban Mass Transportation Act of 1964 and in accordance with FTA C 4220.1F. Contractor(s) shall comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and Lake County Board of County Commissioners. The Transit Operations contract will comply with FTA C 4220.1F (as amended) available at: [Third Party Contracting Guidance | FTA \(dot.gov\)](#)

Lake County, in accordance with the provisions of the funding of the Title VI of the Civil Rights Act of 1964, (23 U.S.C. 140 and 112), (49 CFR, Part 21), (42 U.S.C. Sub. Sec. 2000D), other applicable federal regulations (23 CFR, Part 633), (23 CFR, Part 635) and orders, Executive Order 11625, (DOT Order 4000.7A), (DOT Order 4600.9A), hereby notifies the participation by minorities in any contract for consultant services entered pursuant to this or any solicitation, minority business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for selection. Transit Services shall be operated in compliance with the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.

The rules and regulations referenced: United States of America Department of Transportation Federal Transit Administration Master Agreement, FTA Master Agreement FY 2021 can be obtained at the web site: [FTA Master Agreement \(version 27, October 1, 2020\) | FTA \(dot.gov\)](#)

Federal Transit Administration Best Practices Procurement Manual can be obtained at web site: [Best Practices Procurement & Lessons Learned Manual \(Report 0105\) | FTA \(dot.gov\)](#).

3. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide all requirements for the operation of fixed route and paratransit services, including, but not limited to management, personnel, dispatching, training, operations, vehicle maintenance, standard operating procedures (preventive maintenance, safety, security, and emergency management), fueling, insurance, record keeping and reporting, computer hardware and administrative software, telecommunications equipment and system, all shop equipment and vehicles for driver relief and road supervision.

Contractor shall perform all services diligently, carefully, and in a professional and timely manner in accordance with the standards and practices generally accepted as standards in the industry; shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform the Contractor's obligations; shall furnish all labor, supervision, equipment, material, and supplies necessary; and shall comply with all Contract terms and conditions.

Contractor responsibilities shall include but are not limited to the day-to-day operations and management of all Lake County Transit services.

Contractor responsibilities shall include, but are not limited to:

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- 3.1. Provision and maintenance of the facility housing the operations and maintenance departments for the Contractor.
- 3.2. Provision of all maintenance equipment and tools.
- 3.3. Provision of computer hardware and administration software.
- 3.4. Provision of telecommunications system and equipment.
- 3.5. Provision of all office furniture.
- 3.6. Develop, implement, and maintain a comprehensive maintenance program for the fleet, facility, and equipment in accordance with state and federal regulations and guidelines.
- 3.7. Provision of all fleet fuel.
- 3.8. Provision of all relief and supervisors' vehicles.
- 3.9. Employment and training of all public transit personnel in accordance with state and federal regulations and guidelines.
- 3.10. Drug and alcohol testing and background screening of all safety sensitive employees including anyone driving the County's revenue service vehicles (i.e., mechanics, technicians, cleaners), per USDOT drug and alcohol regulations (49 CFR Part 40 (DOT) and 49 CFR Part 655 (FTA)).
- 3.11. Operate in compliance with all relevant requirements directed by the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Federal Motor Carriers Safety Administration (FMCSA), Florida Commission for the Transportation Disadvantaged (CTD); and the County or any associated funding partners or local jurisdictions.
- 3.12. Conduct eligibility screening for paratransit service applicants and entering client information into the scheduling system database (RouteMatch).
- 3.13. Schedule paratransit trips that meet trip eligibility requirements.
- 3.14. Document and report any service delivery issues.
- 3.15. Offer policy recommendations to the County as requested.
- 3.16. Assist with transit related procurement, marketing, and promotional activities as requested.
- 3.17. Provide recommendations for LakeXpress/LCC schedules and stop locations.
- 3.18. Participate in Triennial and other reviews conducted by the Federal Transit administration, Florida Department of Transportation, and Florida Commission for the Transportation Disadvantaged as required.
- 3.19. Sustain or surpass on time performance goals in accordance with the Contract.
- 3.20. Manage customer relations in accordance with the Contract.

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- 3.21. Prepare monthly service reports, monthly grant billing invoices, and the annual operations report. This includes collection of data for the National Transit Database (NTD), Florida Commission of the Transportation Disadvantaged, and gathering data for the annual Florida Department of Transportation's Quality of Services Report.
- 3.22. Retain all records and books (including but not limited to the technical records) of the Contractor for the term of the Contract and for a period of three years after Contract termination or expiration. The County has the right to audit, either itself or through a third party, the books, and records of the Contractor to ensure Contract compliance.
- 3.23. Contractor may subcontract paratransit and maintenance services. County must approve of the subcontractor and be named as a third-party beneficiary in all subcontracts. Contractor assumes all responsibility for the performance of the services supplied by the subcontractor.

4. COUNTY RESPONSIBILITIES

The County is the designated recipient of all transit grant funds with responsibilities to include, but not limited to:

- 4.1. Overall policy development and direction for the administration, operations, and maintenance of the transit system.
- 4.2. Acquisition of select capital equipment necessary for system operations. County will provide the following capital items:
 - 4.2.1. Two portable lifts with jack stands
 - 4.2.2. Brake machine for cutting rotors
 - 4.2.3. Remix planning software
 - 4.2.4. Route Match paratransit scheduling software
 - 4.2.5. Fareboxes
 - 4.2.6. Security cameras
- 4.3. Approval of routes and stops.
- 4.4. Establishment of fare policies and structure.
- 4.5. Expansion or reduction of service.
- 4.6. Preparation of state and federal grant applications and administration of those grants.
- 4.7. Assimilation of data and submitting of the NTD report to Federal Transit Administration and the Quality of Services report to the Florida Department of Transportation.
- 4.8. Approval of Contractor personnel:
 - 4.8.1. County has the right to require the removal and replacement of any assigned personnel of the Contractor or subcontractor.
 - 4.8.2. Any temporary or permanent replacement personnel recommended by the Contractor must be approved in writing by the County prior to placement.

4.9. Right to inspect and approve equipment:

- 4.9.1. Contractor shall allow County to inspect and approve all equipment to be used to perform the Services. County reserves the right to inspect all vehicles to make sure that they meet or exceed the County’s expectations regarding appearance, operation, and any other physical aspect of the vehicle the County may deem appropriate.
- 4.9.2. County may require vehicles to be removed from Service until Contractor resolves any problems. If vehicle remains in service against the recommendation of the County, Contractor will be subject to fines in the amount of \$100.00 per hour per day of use, upon notification from the County. The County reserves the right to inspect all vehicles at random and without notice. Failure to comply will result in the County’s requiring the vehicle be removed from Service. The County may assess fines or consider the Contractor’s actions a breach of Contract.

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