



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, NOVEMBER 2, 2016 – 8:00 A.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5<sup>TH</sup> STREET**  
**SAN BERNARDINO, CA 92411**

The Board of Directors meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or Limited English Proficiency services are needed in order to participate in the public meeting, requests should be made through the Board Secretary at least three (3) business days prior to the Board Meeting. The Board Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY). If you have comments about items on the agenda or other general concerns and are not able to attend the meeting, please mail them to Omnitrans at 1700 West Fifth Street, San Bernardino, California, Attention Board Secretary. Comments may also be submitted by email to [BoardSecretary@omnitrans.org](mailto:BoardSecretary@omnitrans.org).

**A. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance
3. Roll Call

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, December 7, 2016 – 8:00 a.m.  
Omnitrans Metro Facility Board Room

**C. COMMUNICATIONS FROM THE PUBLIC**

This is the time and place for the general public to address the Board for items that are not on the agenda. In accordance with rules applicable to meetings of the Board of Directors, comments on items not on the agenda and on items on the agenda are to be limited to a total of three (3) minutes per individual.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

1. Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

3

**E. CONSENT CALENDAR**

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item #E13 Action on Consent Calendar.

1. Approve Board Minutes – September 30, 2016
2. Receive and File Administrative and Finance Committee Minutes – September 15, 2016
3. Receive and File Agency Management Report – Fiscal Year 2017 First Quarter Report
4. Receive and File Affirmative Action Status Report – As of October 13, 2016
5. Receive and File Construction Progress Report No. 51 through September 30, 2016 – sbX E Street Corridor BRT Project

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**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, NOVEMBER 2, 2016 – 8:00 A.M.**  
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<b>E. CONSENT CALENDAR CONTINUED</b>	
6. Receive and File sbX E Street Corridor BRT Project – Fiscal Year 2017 First Quarter Report – September 2016	34
7. Receive and File Key Performance Indicators – Fiscal Year 2017 First Quarter Report	36
8. Receive and File Management Plan Strategic Initiatives – Fiscal Year 2017 First Quarter Report	37
9. Receive and File Workforce Development Program – End of Program Report	43
10. Authorize Release – Request for Proposals RFP-MTN17-26 – Towing Services	60
11. Adopt Resolution No. 294-16, Amending Omnitrans Conflict of Interest Code	62
12. Press Articles and Letters of Interest to the Board	79
13. Action on Consent Calendar	
<b>F. DISCUSSION ITEMS</b>	
The following items do not legally require any public testimony, although the Chair may open the meeting for public input.	
1. CEO/General Manager’s Report	89
2. Authorize Award – Contract HRS17-03, Security Services	90
3. Authorize Award – Contract ITS-17-17, Next Generation Firewall Replacement	155
4. Authorize Award (Bench) – Contract MNT17-01 (A-J), Rebuilt Parts and Services	231
5. Authorize Award – Contract MNT17-05, Standby Generator and Automatic Transfer Switch (ATS) Service	258
6. Authorize Award (Bench) – Contract MNT17-24 (A-D), John Deere Bus Parts II	351
7. Adopt Procurement Policy 6010, Debarment and Suspension	375
8. Receive and File Redlands Passenger Rail Project Progress and Cost Update	384
9. Approve Redlands Passenger Rail Service Branding Initiative	389
<b>G. PUBLIC HEARING</b>	
1. Close Public Hearing – Federal Transit Administration Fiscal Year 2017 Section 5307, Congestion Mitigation Air Quality and Section 5339 Funds	403
<b>H. BOARD BUSINESS</b>	
<b>Closed Session</b>	
1. Conference with Labor Negotiator P. Scott Graham concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6	
2. Conference with Legal Counsel – Anticipated Litigation - Significant Exposure to Litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case	
<b>I. REMARKS AND ANNOUNCEMENTS</b>	
<b>J. ADJOURNMENT</b>	

ITEM #           D1          

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: DISCLOSURE(S) REGARDING RECOMMENDATIONS FOR  
ACTION BY THE OMNITRANS BOARD OF DIRECTORS**

**FORM MOTION**

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled November 2, 2016.

<b>Item</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
#F2	Authorize Award Contract HRS17-03 Security Services	<i>Platinum Security, Inc. Los Angeles, CA Michael Farag, President</i>	<i>Resolution Services, Rancho Santa Margarita, CA  American Bike Patrol Service, Covina, CA  Protective Services Training Academy, Los Angeles, CA</i>
#F3	Authorize Award Contract ITS17-17 Next Generation Firewall Replacement	<i>Infobond, Inc. Fremont, CA William Yragui President</i>	<i>None</i>
#F4	Authorize Award Contracts MNT17-01A-J Rebuilt Parts and Services	<i>Dartco Transmission Sales and Service, Inc. Anaheim, CA Jim Peek, Vice President  Hydraulic Electric Component Supply, Inc. Santee, CA John Eckard, CEO</i>	<i>None</i>

<b>Item</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
		<p><i>Romaine Electric Corporation</i> Kent, WA Shawn Bray Director of Operations</p> <p><i>TruckPro</i> Fontana, CA George Boulden Branch Manager</p> <p><i>Cummins Pacific LLC</i> Irvine, CA P C Fang General Manager – Materials</p> <p><i>Wayne Electric Company</i> Long Beach, CA 90813 Mark Harmeyer, Manager</p> <p><i>Complete Coach Works</i> Riverside, CA Dale E. Carson, President</p> <p><i>Harbor Diesel and Equipment, Inc.</i> Long Beach, CA David Hiveley, CFO</p> <p><i>Kirk's Automotive, Inc.</i> Detroit, MI Robert Kirkman, President</p> <p><i>Custom Turbo Rebuilding, Inc.</i> Santa Fe Springs, CA Jeramy Ostrander President/CFO</p>	
#F5	Authorize Award Contract MNT17-05, Standby Generator and Automatic Transfer Switch Service	<p><i>Global Power Group, Inc.</i> Lakeside, CA Ed Skane General Sales Manager</p>	None
#F6	Authorize Award Contracts MNT17-24(A-D) John Deere Bus Parts II	<p><i>Harbor Diesel and Equipment</i> Long Beach, CA Pat Vuoso Manager – Parts</p>	None

<b>Item</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
		<i>A-Z Bus Sales, Inc. Colton, CA Jerry Pederson Parts Manager</i>  <i>Custom Turbo Rebuilding Inc. Santa Fe Springs, CA Jeramy Ostrander President</i>  <i>Brenco Operating-Texas, L.P. Colorado Springs, CO Kenneth B. Penney V.P./General Manager</i>	

PSG:JMS

## CONFLICT OF INTEREST FORM

**PURPOSE:** This form is provided to assist members of the Omnitrans Board of Directors in meeting requirements of Government Code Section 84308 and 87100 in documenting conflict of interest as related to Omnitrans Board/Committee agenda items.

**INSTRUCTIONS:** Under certain circumstances, Omnitrans Board Members may be required to disclose and disqualify themselves from participating in, influencing, or voting on an agenda item due to personal income, real property interests, investments, business positions, or receipt of campaign contributions. If applicable, Board Members must personally state the following information, for entry into the public record, prior to consideration of the involved agenda item(s) and turn in the completing form to the Recording Secretary prior to leaving the meeting.

### BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

### CAMPAIGN CONTRIBUTIONS

1. I have a disqualifying campaign contribution of over \$250 from \_\_\_\_\_  
(Name of Company and/or Individual)  
and therefore I am abstaining from participation on Agenda Item \_\_\_\_\_, Subject: \_\_\_\_\_
2. I have a disqualifying campaign contribution of over \$250 from \_\_\_\_\_  
(Name of Company and/or Individual)  
and therefore I am abstaining from participation on Agenda Item \_\_\_\_\_, Subject: \_\_\_\_\_
3. I have a disqualifying campaign contribution of over \$250 from \_\_\_\_\_  
(Name of Company and/or Individual)  
and therefore I am abstaining from participation on Agenda Item \_\_\_\_\_, Subject: \_\_\_\_\_

### FINANCIAL INTEREST

1. I have a financial interest of \_\_\_\_\_  
State income, real property interest or business position  
\_\_\_\_\_  
Identify company or property location
2. I have a financial interest of \_\_\_\_\_  
State income, real property interest or business position  
\_\_\_\_\_

### SIGNATURE

Board Member Signature	Date
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ITEM # \_\_\_\_\_ E1 \_\_\_\_\_

**BOARD OF DIRECTORS' MEETING  
MINUTES OF SEPTEMBER 30, 2016**

**A. CALL TO ORDER**

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 8:02 a.m., Friday, September 30, 2016, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

1. Invocation
2. Pledge of Allegiance
3. Roll Call

**BOARD MEMBERS PRESENT**

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga – Chairman  
Mayor Carey Davis, City of San Bernardino  
Council Member Pat Gilbreath, City of Redlands  
Council Member Ed Graham, City of Chino Hills  
Supervisor Curt Hagman, County of San Bernardino  
Council Member Penny Lilburn, City of Highland  
Mayor Ray Musser, City of Upland  
Council Member Ovidiu Popescu, City of Loma Linda – Alternate  
Council Member Dick Riddell, City of Yucaipa  
Council Member John Roberts, City of Fontana  
Mayor Deborah Robertson, City of Rialto  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Supervisor Janice Rutherford, County of San Bernardino  
Council Member Alan Wapner, City of Ontario

**BOARD MEMBERS NOT PRESENT**

Mayor Richard DeLaRosa, City of Colton  
Mayor Paul Eaton, City of Montclair  
Supervisor Josie Gonzales, County of San Bernardino  
Supervisor Robert Lovingood, County of San Bernardino  
Supervisor James Ramos, County of San Bernardino  
Mayor Dennis Yates, City of Chino

**OMNITRANS' ADMINISTRATIVE STAFF PRESENT**

P. Scott Graham, CEO/General Manager  
Jack Dooley, Director of Maintenance  
Marge Ewing, Director of Human Resources, Safety & Regulatory Compliance  
Samuel Gibbs, Director of Internal Audit  
Jacob Harms, Director of Information Technology  
Andres Ramirez, IPMO Project Manager  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing/Planning  
Jeremiah Bryant, Service Planning Manager  
Barbara Erwin, Safety & Regulatory Compliance Manager  
Maurice Mansion, Treasury Manager  
Omar Bryant, East Valley Maintenance Manager  
Doug Stanley, West Valley Transportation Manager  
Ray Maldonado, Employee Relations Manager  
Eugenia Pinheiro, Contracts Manager  
Kathy McClure, Sr. Contracts Administrator  
Christine Van Matre, Contracts Administrator  
Kimberly Perez, Programs Administrator, Special Transit Services  
Victor Cuate, Scheduling Analyst  
Vicki Dennett, Senior Executive Assistant to CEO/General Manager

**LEGAL COUNSEL**

Erica Vega, Legal Counsel

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, November 2, 2016, 8:00 a.m.  
Omnitrans Metro Facility Board Room

Member Robles arrived at 8:04 a.m.

The US Green Building Council Leadership in Energy & Environmental Design (LEED) Award was presented to Chairman Spagnolo on behalf of Omnitrans, in recognition of the San Bernardino Transit Center.

**C. COMMUNICATIONS FROM THE PUBLIC**

There were no communications from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no Conflict of Interest Issues.

## **E. CONSENT CALENDAR**

1. Approve Board Minutes – September 7, 2016
2. Receive and File Executive Committee Minutes – July 1, 2016
3. Receive and File Administrative and Finance Committee Minutes – August 11, 2016
4. Receive and File Construction Progress Report No. 50 through August 31, 2016 – sbX E Street Corridor BRT Project
5. Cancel Funding Agreements between Omnitrans and VTrans, A Sub-recipient of Job Access Reverse Commute (JARC) and New Freedom Funding
6. Adopt Resolution No. 293-16 – Adopting Parking Restrictions for Omnitrans Parking Lots and the San Bernardino Transit Center
7. Approve Hiring One Customer Service Representative Position – Special Transit Services Department
8. Authorize Release – Request for Proposals RFP-ADM17-29, General Counsel Legal Services
9. Authorize Release – Request for Proposals RFP-FIN17-13, Third Party Consultant to Provide Natural Gas and Management of Low Carbon Fuel Standard (LCFS) Credit Program Under California AB 32
10. Authorize Release, Invitation for Bids IFB-MNT17-04, HVAC and Energy Management System (EMS) Maintenance Services
11. Authorize Release – Invitation for Bids IFB-MNT17-39, Landscaping Services
12. Authorize Release – Request for Proposals RFP-MNT17-40, Automotive Parts
13. Authorize Release, Request for Proposals RFP-OPS17-12, Onboard Video Surveillance System
14. Authorize Award – Contract IPMO17-16, Vehicle Maintenance Facility Modification Work
15. Press Articles and Letters of Interest to the Board

M/S (Gilbreath/Graham) that approved Consent Calendar. Motion was unanimous by Members present.

Alternate Member Ovidiu Popescu arrived at 8:08 a.m.

Member Hagman arrived at 8:10 a.m.

## **F. DISCUSSION ITEMS**

1. CEO/General Manager's Report

CEO/General Manager P. Scott Graham reviewed the CEO/General Manager's Report.

2. Authorize CEO/General Manager to Dispose of Obsolete Inventory

M/S (Hagman/Graham) that authorized the CEO/General Manager to remove \$120,392.45 of obsolete Thomas Bus Parts from the physical inventory and to dispose of the obsolete inventory through public auction services provided by CHP Enterprises, Inc. dba Ken Porter Auctions of Carson, CA. Motion was unanimous by Members present.

3. Review and Approve Revised Proposed Overall Disadvantaged Business Enterprise (DBE) Goal for Federal Transit Administration Assisted Contracts (October 1, 2015 – September 30, 2018) and Shortfall Analysis for Federal Transit Assisted Contracts (October 1, 2012 – September 30, 2015)

Member Graham asked about our previous goal, which was 8.4%. We achieved only 2.2%, hence the revision to 3.3%. There was no penalty involved with the shortfall.

M/S (Hagman/Wapner) that reviewed and approved the Revised Proposed Overall Triennial Disadvantaged Business Enterprise (DBE) Participation Goal of 3.3% for Federal Fiscal Years (FFY) 2016-2018 and Shortfall Analysis for FFY 2012-2015, and authorized the CEO/General Manager to resubmit the goal, shortfall analysis, and all supporting documentation to the Federal Transit Administration (FTA) for review and approval in accordance with the requirements of the 2016 Triennial Review. Motion was unanimous by members present.

4. Receive and File Progress Update – West Valley Connector Project and Authorize CEO/General Manager to Proceed with Project Development with Branch Alignment

Member Robertson arrived at 8:20 a.m.

Service Planning Manager Jeremiah Bryant presented this item for discussion, and provided background information to this item, covering an overview of the project, project status, a routing discussion, and recommendations. He explained the Decision Time Line, and said the key decision that needs to be made today is the one approving the staff recommendation of a new routing option known as the branch alignment. Branch alignment choices ultimately came down to routing that would best serve Haven and Milliken, and at the August 2016 Plans & Programs Committee meeting an additional branch alignment revision was recommended and approved, terminating at Victoria Gardens rather than at Chaffey College.

The Board discussed this item at length. Discussion focused on why the decision was made to go with a two-branch alignment, rather than a zigzag, whether the cities along the proposed corridor agreed to Transit Signal Prioritization, and whether other cities along the corridor had the benefit of as many discussions as did the cities of Ontario and Rancho Cucamonga. Concerns were also expressed by several Board Members regarding ridership projections and whether it makes sense to move forward with the project at this time or whether it would make more sense to start with an Express Service in Ontario. Other Board Members expressed concern that some transit dependent communities are being neglected. The other main issue raised was whether it is wise for Omnitrans to apply for the same Small Starts funding as SANBAG will be for the Redlands Passenger Rail Project.

M/S (Wapner/Riddell) that received and filed a progress update for the West Valley Connector Bus Rapid Transit project and authorized the CEO/General Manager to proceed with project development for a branch alignment which combines the originally

proposed Milliken alignment, plus a branch that travels on Haven Avenue and Foothill Avenue and terminates at Victoria Gardens.

Chair Spagnolo submitted an alternate motion to include the original motion, with the addition that all headways in Rancho Cucamonga be the same as in the City of Ontario. Motion failed.

Original motion passed by the following vote:

Support: Chair Spagnolo, Members Davis, Gilbreath, Graham, Hagman, Lilburn, Musser, Riddell, Robles, Wapner.

Opposed: Members Roberts, Robertson, Rutherford, and Popescu (Alternate).

Member Wapner said this Board has already approved moving forward with the WVC, and said today's motion is to approve the branch alignment. Member Rutherford recommends starting with an express service rather than a full-fledged project, and asked CEO/General Manager Graham about discussions with SANBAG, who plans to apply for Small Starts Grant funding for the Redlands Rail Project. CEO/General Manager Graham explained that how we're going to accomplish simultaneous applications is still under discussion with SANBAG.

Member Lilburn left the meeting at 9:25 a.m., returning at 9:27 a.m.

Member Rutherford said her conversations with SANBAG reflect different perspectives, and she is very skeptical that we will receive one grant, much less two. She believes that an express bus service can well serve the ridership without moving forward with the WVC project.

Members Hagman and Musser left the meeting at 9:57 a.m., and did not return.

5. Authorize CEO/General Manager to Commit Alternative Funding, West Valley Connector Project

Member Gilbreath left the meeting at 10:00, before this item was presented, and returned at 10:03, after the vote.

Member Rutherford commented that perhaps we should wait a year to apply for the Small Starts Grant, and allow SANBAG to apply, without competition from Omnitrans.

M/S (Wapner/Robles) that authorized the CEO/General Manager to commit \$3,745,582 in alternative funding for final design work on Contract MKP15-37 with Parsons Transportation Group, Inc. for Architectural, Engineering and Final Design Services for the West Valley Connector Project.

Motion failed by the following vote:

Support: Chair Spagnolo, Members Davis, Riddell, Robles, and Wapner.

Opposed: Members Graham, Lilburn, Roberts, Robertson, Rutherford, and Popescu (Alternate).

## **G. PUBLIC HEARING**

1. Call for Public Hearing – Federal Transit Administration Fiscal Year 2017 Section 5307 and Section 5339 Funds

M/S (Graham/Robles) that approved call for a public hearing concerning the Federal Transit Administration (FTA) §5307 and §5339 Funding for Fiscal Year 2017, to be held at 8:00 a.m., Wednesday, November 2, 2016, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411. Motion was unanimous by Members present.

## **H. BOARD BUSINESS**

### **Closed Session**

The Board adjourned to Closed Session at 10:07 a.m.

1. Conference with Labor Negotiator P. Scott Graham concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6
2. Conference with Labor Negotiator P. Scott Graham concerning labor negotiations with Teamsters Union Local No. 166 regarding the Maintenance and Administrative/Support Unit, pursuant to Government Code Section 54957.6
3. Conference with Legal Counsel George Ordonez, pursuant to Government Code Section 54956.9(a), Case No. CIVDS1400420, Robert Miller vs. Omnitrans

Open Session reconvened at 10:13 a.m. with no reportable action.

## **I. REMARKS AND ANNOUNCEMENTS**

There were no remarks or announcements.

## **J. ADJOURNMENT**

The Board adjourned at 10:13 a.m. The next regular meeting is scheduled Wednesday, November 2, 2016, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM # \_\_\_\_\_ E2 \_\_\_\_\_

**ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES, SEPTEMBER 15, 2016**

**A. CALL TO ORDER**

Acting Chairman John Roberts called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, September 15, 2016.

1. Pledge of Allegiance
2. Roll Call

**Committee Members Present**

Mayor Carey Davis, City of San Bernardino  
Council Member Pat Gilbreath, City of Redlands  
Supervisor Curt Hagman, County of San Bernardino  
Mayor Ray Musser, City of Upland  
Council Member Dick Riddell, City of Yucaipa  
Council Member John Roberts, City of Fontana  
Council Member Alan Wapner, City of Ontario

**Committee Members Not Present**

Mayor Paul Eaton, City of Montclair  
Council Member Ed Graham, City of Chino Hills – Committee Chair  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace

**Others Present**

Council Member Sam Spagnolo, City of Rancho Cucamonga

**OmniTrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Diane Caldera, Director of Operations  
Nathan Churan, Director of Special Transit Services  
Jack Dooley, Director of Maintenance  
Marge Ewing, Director of Human Resources/Safety & Security  
Sam Gibbs, Director of Internal Audit  
Jacob Harms, Director of Information Technology  
Andres Ramirez, IPMO Program Manager  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance

Wendy Williams, Director of Marketing/Planning  
Jeremiah Bryant, Service Planning Manager  
Maurice Mansion, Treasury Manager  
Omar Bryant, East Valley Maintenance Manager  
Mark Crosby, Security & Emergency Preparedness Coordinator  
Vicki Dennett, Senior Executive Assistant to CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

The next Committee Meeting is scheduled Thursday, October 13, 2016, at 8:00 a.m.

**C. COMMUNICATIONS FROM THE PUBLIC**

There were no communications from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflict of interest issues identified.

**E. DISCUSSION ITEMS**

1. Approve Administrative & Finance Committee Minutes – August 11, 2016

M/S (Wapner/Spagnolo) that approved the Committee Minutes of August 11, 2016. Motion was unanimous by Members present.

2. Recommend the Board of Directors Receive and File Construction Progress Report No. 50 through August 31, 2016 – sbX E Street Corridor BRT Project

IPMO Program Manager Andres Ramirez presented this item. The PA system contract was executed. The VMF contract closeout continues. Tenth to Highland contractual completion was achieved September 9. Traffic signal synchronization is being discussed with the city. STV is very close to completing the as-builts. Grant funds have been transferred back to FTA, totaling about \$3 million. Member Davis asked about the discrepancy in authorized expenditures—the higher number includes the monies returned to the FTA; the lower number is accurate and Andres will update this spreadsheet for next month's meeting.

This item was received and filed, and will be forwarded to the Board of Directors for receipt and file.

3. Receive and File Omnitrans' Director of Finance's Report on Price of Compressed Natural Gas

Finance Director Don Walker presented this item. Prices continue to be low, although we experienced a slight increase of 1.4% from last month, to \$0.74 per gallon. Total fuel costs for the month of August exceeded budgeted costs by \$112,869, or 54%. This was

anticipated for the first half of the year, but the cost of fuel is expected to go down significantly in February 2017, when pipeline fueling begins, and Omnitrans can begin earning LCFS credits. Mr. Walker will continue to monitor and report to this committee.

This item was received and filed.

Member Hagman arrived at 8:09 a.m.

4. Recommend the Board of Directors, Approve Hiring One Information Clerk for the Special Transit Services Department

Special Transit Services Director Nathan Churan presented this item. Nathan explained how the need for an Information Clerk evolved from the implementation of in-person ADA assessments, which utilize the Paratransit Eligibility Technicians full time, leaving no one to answer the large volume of daily calls. Funds to support the position are in the existing budget.

M/S (Wapner/Musser) that recommended the Board of Directors approve hiring one Information Clerk for the Special Transit Services Department. Motion was unanimous by Members present.

5. Recommend the Board of Directors, Authorize Award – Contract IPMO17-16, Vehicle Maintenance Facility (VMF) Modification Work

Completion of the East Valley VMF remodel is the third and final component of the sbX Project. Previous contract work had been terminated via a deductive change order, and a new solicitation package was developed to complete the remaining tasks. The successful bidder will complete the remaining unfinished work including the vacuum system, removal of the temporary canopy, and related concrete work.

M/S (Wapner/Hagman) that recommended the Board of Directors authorize the CEO/General Manager to award Contract IPMO16-17 to Regency-Pacific Development Corporation, of Beaumont, California, for the Vehicle Maintenance Facility (VMF) Modification Work, in the amount of \$697,000, plus a ten percent contingency of \$69,700, and a 3.27% Cost Allocation Plan (CAP) of \$25,071.09, for a total not-to-exceed amount of \$791,771.09. Motion was unanimous by Members present.

## **F. ADJOURNMENT**

Member Hagman asked about the feasibility of a Wi-Fi pilot program for installing Wi-Fi at bus stops, and entering into an agreement, similar to one that currently exists between the County of San Bernardino and the San Bernardino Unified School District. CEO/General Manager Graham said Omnitrans will look into it.

The Administrative and Finance Committee meeting adjourned at 8:14 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, October 13, 2016, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM #       #E3      

## **AGENCY MANAGEMENT REPORT**

### **FIRST QUARTER 2016** **FISCAL YEAR 2017**

#### **Agency Results**

##### **Operating Revenue**

First Quarter Operating Revenue of \$19,006,610 is \$7,082 under budget. The negative First Quarter variance is primarily driven by the timing of advertising billings.

##### **Operating Expense**

First Quarter Operating Expense of \$18,361,922,109 is \$940,771 under budget. The current quarter's variance is driven by several areas being under budget and the start of the new fiscal year.

##### **Ridership**

During the First Quarter, Omnitrans carried a total 2,988,795 passengers. This consisted of 2,879,554 on Fixed Route service and 109,241 on Demand Response routes. This reflects a total system decrease of 10.18% when compared to the same period last year.

##### **Revenue Hours/Revenue Miles**

During the First Quarter, Omnitrans provided a total of 209,692 revenue hours reflecting an increase of 1.13% versus the same period last year. Omnitrans logged a total of 2,869,796 revenue miles during the quarter, reflecting an increase of 1.37% when compared to same period last year.

##### **Farebox Recovery Ratio**

First Quarter farebox revenue for Fixed Route/Omnilink is \$3,133,979 versus \$3,252,192, for the same period last year. This is a decrease of 3.63%. The farebox recovery ratio for the quarter is 20.84% using the old calculation and 28.84% using the new calculation.

First Quarter farebox revenue for Access is \$446,934 versus \$447,946 for the same period last year. This is a decrease of .23%. Farebox recovery ratio for the quarter is 28.98% using the old calculation and 34.27% using the new calculation.

#### **Financials**

Total Salaries and Benefits of \$11,377,769 are \$625,683 under budget for the First Quarter due to headcount being lower than planned.

Total Services are \$533,431 or \$197,211 under budget in the First Quarter. The current quarter's positive variance is principally driven by professional services being less than planned.

Materials and Supplies are \$1,506,424 or \$103,553 over budget in the First Quarter. The current quarter's variance is principally driven by a timing issue with the quarterly budget for fuel in which the expenditures will level out during the 3rd and 4th quarter of FY17 as Omnitrans moves to pipeline gas.

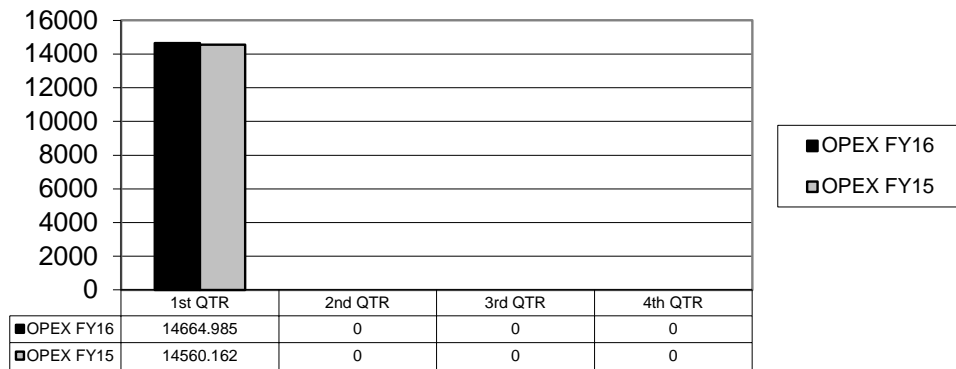
Purchased Transportation is \$2,191,761 or \$152,627 under budget in the First Quarter. The current quarter's variance is driven by fiscal year timing of services.

Other Expenses are \$2,752,536 or \$25,392 over budget in the First Quarter. The current quarter variance is primarily driven by casual and liability insurance and capital purchase expenses coming in higher than planned.

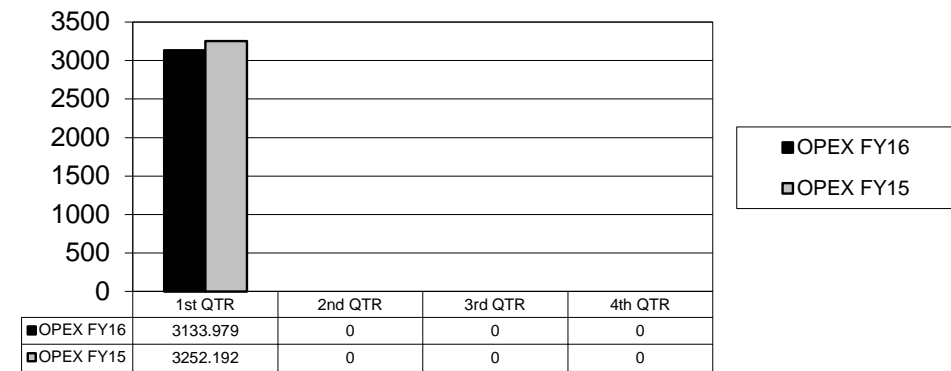
**PERFORMANCE STATISTICS  
FISCAL YEAR 2017  
First Quarter 2017**

	<u>Current Quarter</u>		YR/YR <u>inc/(dec)</u>	<u>Year-To-Date</u>		YR/YR <u>inc/(dec)</u>
	<u>First Quarter 2017</u>	<u>First Quarter 2016</u>	<u>CURRENT</u>	<u>First Quarter 2017</u>	<u>First Quarter 2016</u>	<u>YTD</u>
<b>Total Passenger Revenue &amp; Subsidy</b>						
Fixed Route	\$3,133,979	\$3,252,192	-3.6%	\$3,133,979	\$3,252,192	-3.6%
Demand Response	\$446,931	\$447,946	-0.2%	\$446,931	\$447,946	-0.2%
<b>Total Passengers</b>						
Fixed Route	2,879,554	3,216,980	-10.5%	2,879,554	\$3,216,980	-10.5%
Demand Response	109,241	110,380	-1.0%	109,241	\$110,380	-1.0%
<b>Farebox Recovery Ratio</b>						
Fixed Route/OmniLink	20.84%	22.18%		20.84%	22.18%	
Access	28.98%	14.95%		28.98%	14.95%	
<b>Total Passengers per Revenue Hour</b>						
Fixed Route	17.2	19.5	-11.6%	17.23	19.5	-11.6%
Demand Response	2.6	2.6	-1.6%	2.57	2.6	-1.6%
<b>Revenue per Passenger</b>						
Fixed Route	1.09	1.01	7.7%	1.09	1.01	7.7%
Demand Response	4.09	4.06	0.8%	4.09	4.06	0.8%
<b>Cost per Passenger</b>						
Fixed Route	5.09	4.56	11.7%	5.09	4.56	11.7%
Demand Response	28.38	27.15	4.5%	28.38	27.15	4.5%
<b>Cost per Revenue Hour</b>						
Fixed Route	87.73	88.85	-1.3%	87.73	88.85	-1.3%
Demand Response	72.88	70.84	2.9%	72.88	70.84	2.9%
	<u>Actual</u>	<u>Target</u>				
<b>On Time Performance</b>						
Fixed Route	86.56%	90%				
Demand Response	88.06%	90%				
<b>Headcount</b>	665	674				
(includes PT Operators, excludes IPMO)						

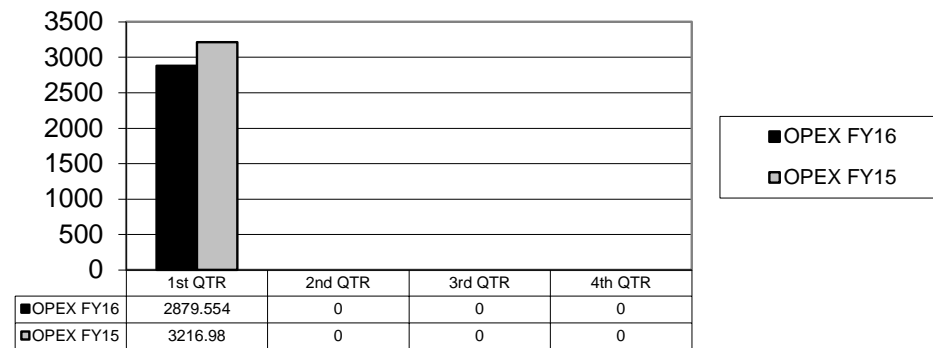
**Fixed Route Operating Expense**  
*Thousands*



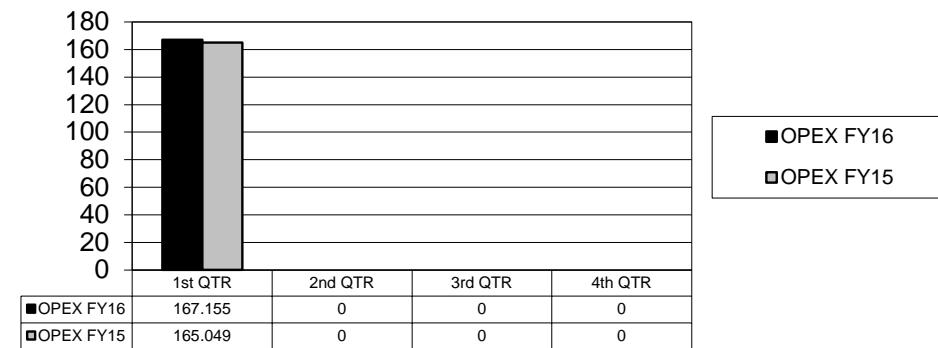
**Fixed Route Passenger Revenue**  
*Thousands*



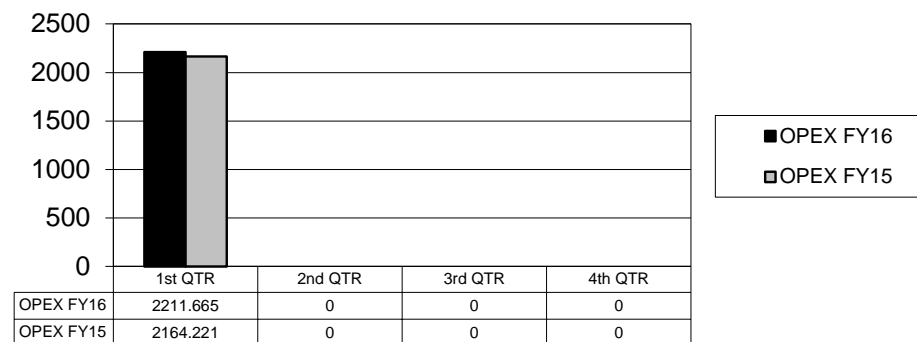
**Fixed Route Ridership**  
*Thousands*

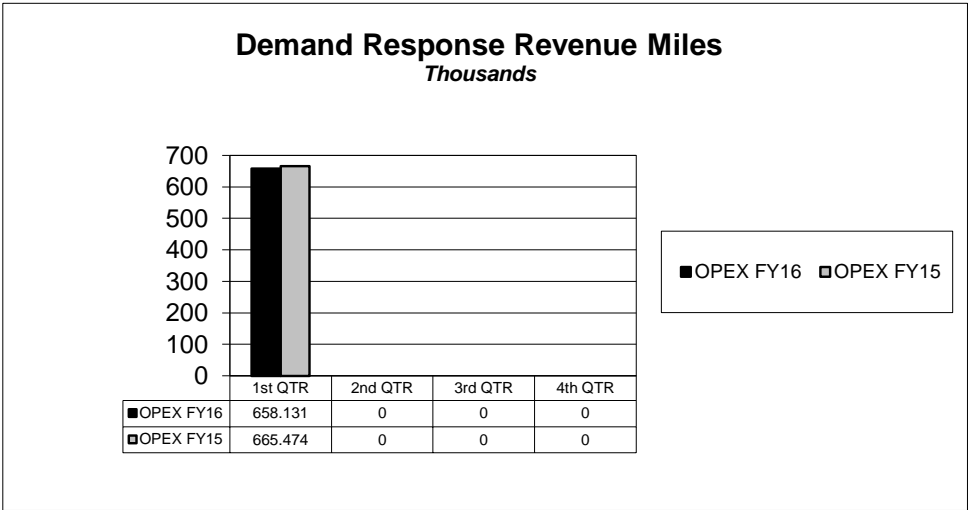
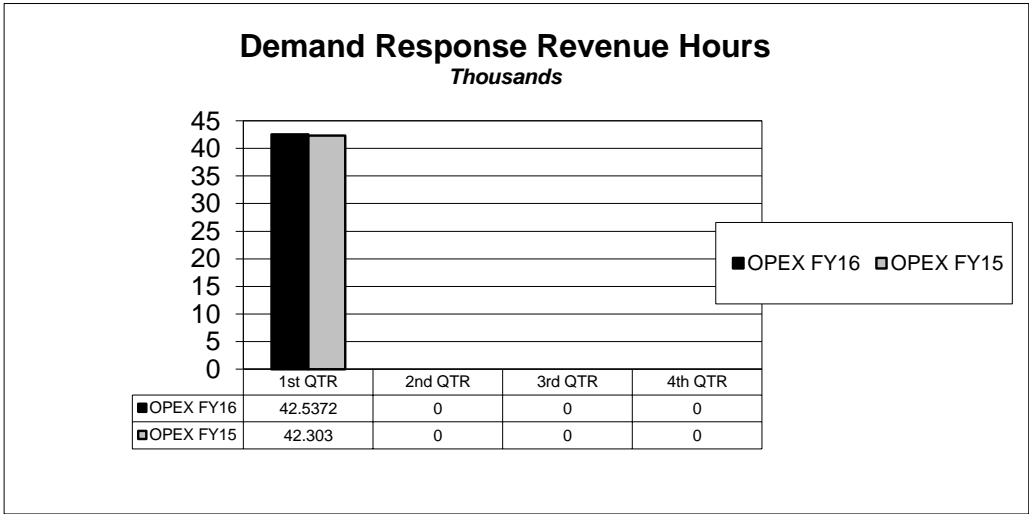
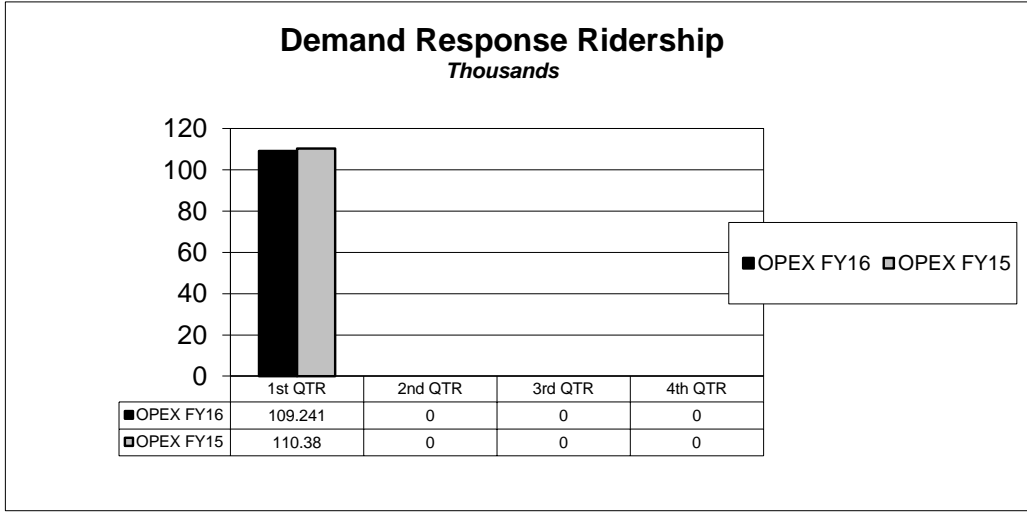
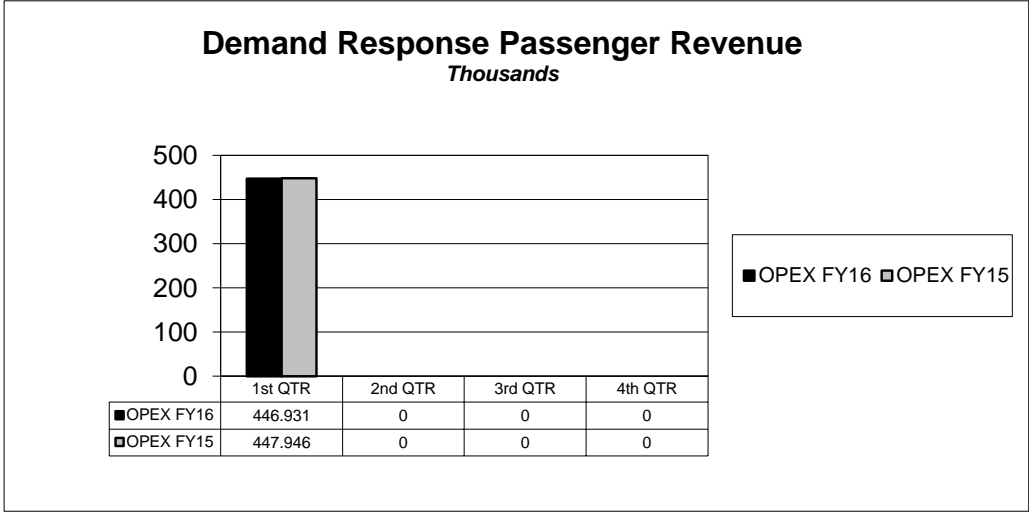
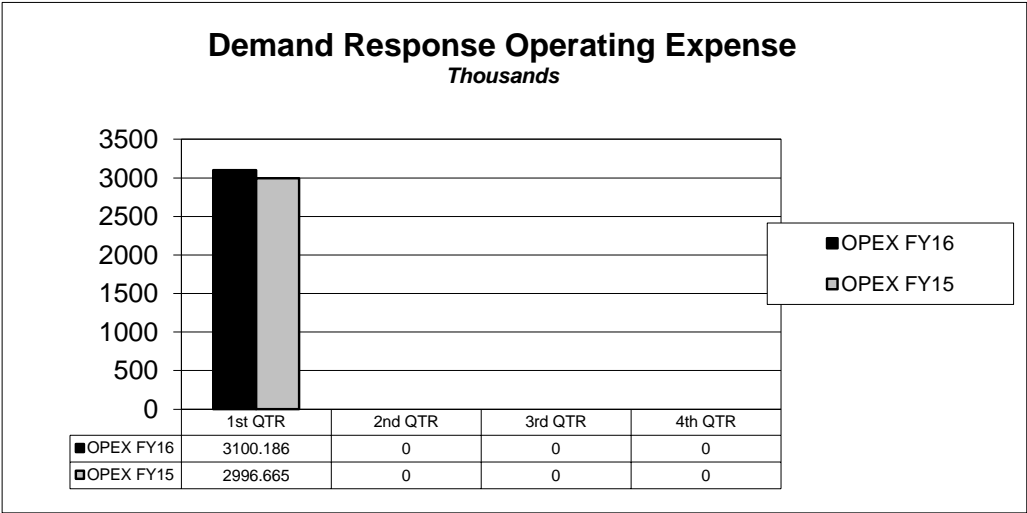


**Fixed Route Revenue Hours**  
*Thousands*



**Fixed Route Revenue Miles**  
*Thousands*





## Statement of Operations Fiscal Year: 2017

CURRENT QUARTER: First Quarter (July, August, September)

<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Operating Revenues</u>
3,499,323	3,443,003	56,320	102%	Passenger Fares
532,984	332,432	200,553	160%	Measure I Subsidy - Fares
1,367,568	1,367,568	(0)	100%	Measure I Subsidy - Operating
93,368	163,750	(70,382)	57%	Auxillary Transportation Revenue
(66,032)	15,000	(81,032)	0%	Non-Transportation Revenue
9,993,594	10,185,419	(191,825)	98%	LTF Operating
342,132	342,135	(3)	100%	STAF Operating
0	0	0	0%	JARC - Operating Assistance
3,243,673	3,164,386	79,287	103%	Capital Funds for Operations
19,006,610	19,013,692	(7,082)	100%	Total Revenues

### Operating Expenses

7,533,922	7,327,605	(206,317)	103%	Labor
3,843,847	4,675,847	831,999	82%	Fringe Benefits
533,431	720,642	187,211	74%	Services
1,506,424	1,402,872	(103,553)	107%	Materials and Supplies
784,600	936,154	151,555	84%	Occupany
1,714,320	1,561,233	(153,088)	110%	Casualty and Liability
0	12,321	12,321	0%	Taxes and Fees
2,191,761	2,344,388	152,627	93%	Purchased Transportation
44,196	254,105	209,909	17%	Printing and Advertising
(14,766)	(36,668)	(21,902)	40%	Miscellaneous Expense
0	104,196	104,196	0%	Lease and Rental
224,186	0	(224,186)	0%	Capital Purchase Expense
18,361,922	19,302,693	940,771	95%	Total Operating Expense

644,688	(289,001)	933,689	
---------	-----------	---------	--

11,377,769	12,003,452	625,683	95%	Sal & Ben
2,752,536	2,727,144	(25,392)	101%	Other

YEAR-TO-DATE: September 2016

<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	
3,499,323	3,443,003	56,320	102%	Passenger Fares
532,984	332,432	200,553	160%	Measure I Subsidy - Fares
1,367,568	1,367,568	(0)	100%	Measure I Subsidy - Operating
93,368	163,750	(70,382)	57%	Auxillary Transportation Revenue
(66,032)	15,000	(81,032)	-440%	Non-Transportation Revenue
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---------	-----------	---------	--

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2,752,536	2,727,144	(25,392)	101%	Other

**DATE:** November 2, 2016  
**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors  
**THROUGH:** P. Scott Graham, CEO/General Manager  
**FROM:** Mae Sung, Accounting Manager  
**SUBJECT: INVESTMENT STATUS**

**FORM MOTION**

Receive and file this report on the status of the Agency's investments.

**BACKGROUND**

California Government Code requires the monthly reporting of investments of public agency funds to its governing body.

**SUMMARY**

All of the Agency's investments are invested with the Local Agency Investment Fund (LAIF) and Union Bank. Please refer to the attachment for the investment activity of the Agency for the period of July – September 2016. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

PSG:MS

OMNITRANS  
Treasurer's Report  
Quarter ending September 2016

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
-------------------------------	-------------	------------------	----------	---------------	----------------	----------------

Cash and Investments Under the Direction of the Treasurer

Local Agency Investment Fund		\$ 14,454,423.69			0.58%	
	Interest for QTR	\$ 20,231.84			0.55%	
				\$ (7,900,000.00)	0.59%	
		\$ 5,200,000.00		\$ (5,200,000.00)	0.62%	
		\$ 4,200,000.00		\$ (2,680,000.00)	0.63%	
		\$ 23,874,655.53		\$ (15,780,000.00)		
Net LAIF Funds				\$ 8,094,655.53		\$ 8,094,655.53
Fair Marketing Value	Fair Value Factor				1.000306032	\$ 8,097,132.75
Union Bank Money Market GMRA	Interest	\$ 24.11			0.01%	
				\$ (508.43)		
		\$ 944,523.54		\$ (508.43)		
				\$ 944,015.11		\$ 944,015.11
Union Bank Money Market Caltrans Capital Project Funds	Interest	\$ 14,623.75			0.01%	
				\$ (4,355,388.25)		
		\$ 20,349,298.71		\$ (4,355,388.25)		
				\$ 15,993,910.46		\$ 15,993,910.46
Union Bank CDs		\$ 5,305,499.01				
		\$ 5,305,499.01		\$ (10,678.72)		\$ 5,294,820.29
		\$ 1,850,174.86				
	Passenger	\$ 3,208,114.47				
	Grants' Revenue	\$ 22,214,112.22				
	Miscellaneous Revenue	\$ 1,398,604.29				
	Transfers From (To) LAIF	\$ 15,780,000.00		\$ (9,400,000.00)		
	Transfers From (To) Money Market	\$ 4,355,896.68				
	Accounts Payable			\$ (29,130,964.69)		
	Payroll and Payroll Taxes			\$ (8,413,521.21)		
	Employee Benefits			\$ (1,594,028.60)		
	Bank Service Charge			\$ (15,579.86)		
Net Union Bank Operating Funds		\$ 48,806,902.52		\$ (48,554,094.36)		
				\$ 252,808.16		\$ 252,808.16
		\$ 9,200.00				
Petty Cash						\$ 9,200.00

Cash and Investments Under the Direction of Fiscal Agents

Union Bank	\$ 75,000.00					
Workmens' Comp. Adjuster						
Pacific Claims Management						\$ 75,000.00
Total Cash & Investments					\$	30,666,886.77

I hereby certify that the investment portfolio of OMNITRANS complies with its investment policy and the California Government Code Sections pertaining to the investment of local agency funds and Union Bank of California. Pending any future actions by the Omnitrans Board or any unforeseen catastrophe, OMNITRANS has an adequate cash flow to meet its expenditure requirements for the next six months.

Prepared by: \_\_\_\_\_  
Mae Sung, Accounting Manager

Approved by: \_\_\_\_\_  
P. Scott Graham, CEO/General Manager, Treasurer

@ Source of Market Value: California State Pooled Money Investment Board Report.  
(1) Union: "Summary of Market Value" posted on monthly fiscal agent statements.  
(2) LAIF: "Pooled Money Investment Account Market Valuation".  
# Master Control Account is the controlling account for all the zero balance accounts with Union including: Accounts Payable Account (General Account) and Payroll Account.  
Interest earned by the Master Control account is used as a partial offset to the monthly bank service charges.

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**FROM:** P. Scott Graham, CEO/General Manager

**SUBJECT: PAYROLLS AND WARRANTS FOR JULY - SEPTEMBER 2016**

Approve the Agency's gross payroll for Management/Confidential Employees as follows:

<b>Payroll Period</b>	<b>Amount</b>	<b>Register #</b>
07/01/16-07/31/16	\$ 736,198.82	14-15
08/01/16-08/31/16	\$1,153,972.85	16-18
09/01/16-09/30/16	\$ 766,729.15	19-20

Approve the Agency's gross payroll for Represented Employees as follows:

<b>Payroll Period</b>	<b>Amount</b>	<b>Register #</b>
07/01/16-07/31/16	\$1,883,178.67	14-15
08/01/16-08/31/16	\$2,874,548.05	16-18
09/01/16-09/31/16	\$1,878,983.93	19-20

Approve the Register of Demands, dated as follows, and authorize the issuance of warrants:

<b>Register Date</b>	<b>Amount</b>	<b>Register #</b>
07/01/16-07/31/16	\$ 9,623,156.64	831-835
08/01/16-08/31/16	\$ 12,068,911.49	836-840
09/01/16-09/30/16	\$ 7,438,896.56	841-847

I, P. Scott Graham, CEO/General Manager of Omnitrans, declare that the above Register of Demands has been audited as required by Section 37202 and 37208 of the Government Code, and said documents are accurate and correct.

PSG:MS

## ITEM #E4

Submitted for the  
Board Meeting of:  
**November 2, 2016**

**OMNITRANS  
AFFIRMATIVE ACTION STATUS REPORT  
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT  
As of October 13, 2016**

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION								FEMALE ETHNIC COMPOSITION								Existing Vacancies	INTERVIEWED										APPOINTED									
		C	B	H	AS	AI	2+	IWD	VET	C	B	H	AS	AI	2+	IWD	VET	*	C	B	H	AS	AI	NH/PI	2+	IWD	VET	C	B	H	AS	AI	NH/PI	2+	IWD	VET		
OPERATIONS	475	51	104	101	6	0	6	8	40	31	101	54	0	2	13	4	3	** 6	8	24	21	0	0	0	4	2	0	1	12	8	0	0	0	0	1	0	0	
MAINTENANCE	108	27	12	53	5	1	1	4	14	3	0	1	1	0	0	0	0	4	1	0	2	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0		
EXECUTIVE OFFICE	7	1	1	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
INFORMATION TECH. SERVICES	8	2	0	1	4	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
MARKETING/ PLANNING	31	4	0	7	1	0	1	0	1	4	0	13	0	0	1	4	0	0	3	0	1	1	0	0	1	1	0	0	0	1	0	0	0	0	0	0		
HUMAN RESOURCES/ SAFETY/SECURITY	13	3	0	1	0	0	0	1	1	5	0	3	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PROCUREMENT	20	4	1	8	0	0	0	1	3	3	2	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
FINANCE	12	0	2	0	2	0	0	0	1	2	0	3	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SPECIAL TRANSPORTATION SERVICES	14	2	0	4	0	0	1	0	1	1	0	5	0	0	0	0	0	1	2	2	13	1	0	0	0	0	3	0	0	2	0	0	0	0	0	1		
RAIL	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
IPMO	5	1	0	1	0	0	0	0	1	1	0	0	0	0	0	0		2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
AGENCY TOTALS	695	95	120	176	18	1	10	14	64	52	103	80	3	3	16	10	3	* 18	14	26	37	2	0	0	5	3	4	2	12	11	0	0	0	1	0	1		

\*Reflects numbers from the **FY17** budget

\*Includes positions budgeted but not filled

\*\*includes 7 temporary 5-week Coach Operator trainee positions

C = Caucasian      IWD = Individuals With Disabilities  
B = Black          VET = Protected Veterans  
H = Hispanic  
AS = Asian  
AI= American Indian  
2+ = Two or More Races  
NH/PI = Native Hawaiian or Other Pacific Islander

COMPLETED BY:

Meredith Tshilonda

(HR Analyst)

## PERCENTAGES

C	B	H	AS	AI	2+	IWD	VET
147	223	256	21	4	26	24	67
22%	33%	38%	3%	0.6%	4%	4%	10%
					677		

ITEM # \_\_\_\_\_ E5

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Andres Ramirez, Program Manager

**SUBJECT: CONSTRUCTION PROGRESS REPORT NO. 51 THROUGH  
SEPTEMBER 30, 2016 – sbX E STREET CORRIDOR BRT PROJECT**

**FORM MOTION**

Receive and file Construction Progress Report No. 51 for the sbX E Street Corridor BRT Project through September 30, 2016.

*This item was reviewed by the Administrative and Finance Committee at its October 13, 2016, meeting, and recommended for receipt and file.*

**BACKGROUND**

This is Construction Progress Report No. 51 for the sbX E Street Corridor Project.

**CONCLUSION**

Receive and file Construction Progress Report No. 51 for the sbX E Street Corridor BRT Project through September 30, 2016.

PSG:AR

Attachment

**sbX E Street Corridor  
Bus Rapid Transit (BRT) Project  
Construction Progress Report No. 51**

**September 30, 2016**

**Prepared By:**

**Omnitrans  
Integrated Project Management Office**

Contractor: SBX Corridor - Griffith/Comet Joint Venture  
VMF – USS Cal Builders

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez



**TABLE OF CONTENTS**

- I. Project Status Summary
  - A. Project Description
  - B. Summary Status Update
- II. Project Schedule
- III. Safety
- IV. Project Budget and Cost

## I. PROJECT STATUS SUMMARY

### A. Project Description

The sbX E Street Corridor BRT Project is an Omnitrans transit improvement project that consists of three components.

**E Street Corridor:** A 15.7-mile-long Bus Rapid Transit corridor that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. The sbX E Street Corridor Bus Rapid Transit (BRT) Project has evolved as the highest priority corridor identified in the System-Wide Transit Corridor Plan for the San Bernardino Valley.

**Bus Purchase:** In order to provide service to the E Street Corridor a total of fourteen 60' articulated buses will be purchased.

**Vehicle Maintenance Facility Modifications:** A 4.4-acre facility maintaining and servicing the Omnitrans' bus fleet, comprised of over 160 buses. Modifications to Omnitrans' facility include the demolition of a bus washing station, removal of abandoned underground fuel tanks and new construction of a bus washing system, a new Genset, a three-lane CNG fueling station, and re-configuring the bus parking area. Modifications to the maintenance building are made in order to accommodate Omnitrans' 60-foot articulated bus fleet.

### B. Summary Status Update

#### E Street Corridor:

##### 10<sup>th</sup> to Highland:

- Street re-opened on September 9, 2016 as projected.
- Demobilization was completed.
- Final acceptance and Close Out on-going.



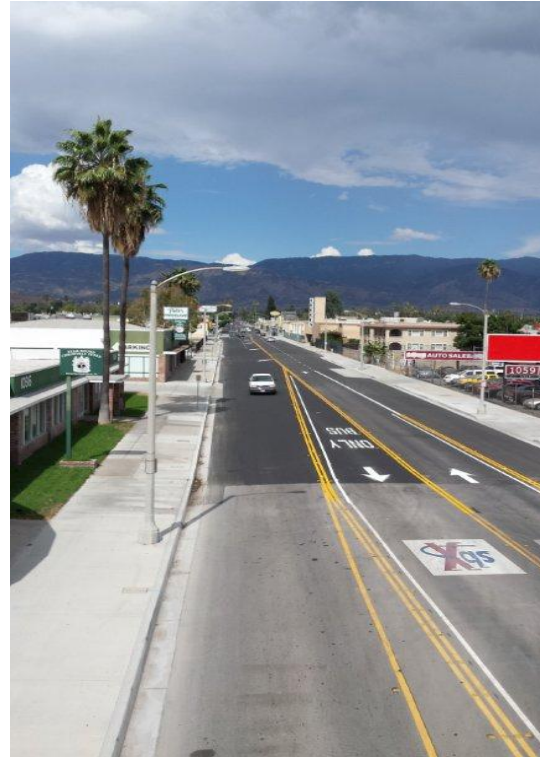
sbX Coach rolling on new roadbed



Improvement E Street, San Bernardino



**Test drive down new roadway**



**Improved roadway E Street**

#### PA System:

- Contract awarded June 1 by Board of Directors.
- Contract executed.
- Kick-off meeting scheduled.

#### Traffic Signal Synchronization:

- Scheduling final acceptance meeting with City; TSP MOU final item.

#### **Vehicle Maintenance Facility:**

##### Contract Closeout

- Final Change Order and Final Acceptance need issuing.

##### Modification Work

- Contract award at September 30 Board of Directors meeting.
- Completion projected for February 2017.

## **II. PROJECT SCHEDULE**

The three major components of the project (E Street Corridor, 60' Articulated Buses, and the Vehicle Maintenance) are complete and have been placed into operation. Additional components to the project (i.e. 10<sup>th</sup> to Highland, City Acceptance Work, the PA System, and the VMF Completion Work) are currently being worked on and are in different stages of progress. Projected completion dates are listed below:

	Scheduled Completion	Projected Completion
<b>E Street Corridor</b>		
City of SB Final Work / World Oil	February 2016	Completed
10 <sup>th</sup> to Highland	June 2016	Completed
PA System	November 2016	April 2017
<b>Vehicle Maintenance Facility</b>		
Completion Work	May 2016	February 2017

### III. SAFETY

The project team considers safety to be the utmost priority. As such, the entire project team works towards a “no-lost time” goal on a daily basis. Below is a breakdown of the hours achieved with zero lost time due to injuries:

	Through August 2016
<b>E Street Corridor</b>	
Corridor Construction including final Work	425,441
10 <sup>th</sup> to Highland	19,893
PA System	0
<b>Vehicle Maintenance Facility</b>	64,436
<b>Total</b>	509,770

### IV. PROJECT BUDGET AND COST

The project continues to be within budget. We currently have zero open claims on the project. A breakdown of the project costs and projections is detailed in the following tables:

#### Total Project Budget Summary Budget as of August 31, 2016

Approved Budget	\$191,706,000
Cost to Date	\$184,342,960
Estimate to Complete	
Corridor Project	\$ 2,430,936
10 <sup>th</sup> to Highland	\$ 1,838,432
Estimate at Completion	\$188,612,328

Budget By Contract Packages 31-Aug-2016								( Contract Award + Approved Changes )		(Approved Current Budget- Committed)	Forecast		
											Potential Uses of Contingency		
	PCGA Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date	% of Approved Current Budget	Contracts Awarded	Approved Changes	Committed	Expenditure Authorization Remaining	Remaining Contingency	Pending Commitments/ Potential Changes	Trends/Risks	Estimate At Completion
<b>BRT Construction</b>													
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	81,238,395	96.2%	64,937,853	16,365,742	81,303,595	6,456,668	3,333,405	-	-	81,303,595
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000
Other Direct Payments			48,401	57,197		57,197	-	57,197	(8,796)	(57,197)	-	-	57,197
Delineators				70,991		89,943	(18,952)	70,991	(70,991)	(70,991)	-	-	70,991
PA System				-		563,875	-	563,875	(563,875)	(563,875)	56,388	-	620,263
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	75,000	75,000	167,500
<b>BRT Design</b>													
Parsons	19,193,400	17,849,400	18,097,876	19,059,426	107.2%	16,464,092	3,725,637	20,189,729	(2,091,853)	(2,340,329)	(1,334,545)	-	18,855,185
PA System				68,450		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300
Miscellaneous Work				-		-	-	-	-	-	-	-	-
<b>VMF Construction - USS Cal Builders</b>	5,370,000	8,131,000	14,498,152	14,539,965	178.8%	10,579,786	3,955,349	14,535,135	(36,983)	(6,404,135)	866,700	-	15,401,835
<b>VMF Design</b>													
STV	1,007,600	1,007,600	1,418,132	1,902,471	190.6%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	-	-	1,999,756
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	-	19,800
<b>Vehicles Design &amp; Manufacturing-N.F.</b>	16,628,000	16,628,000	15,978,093	15,211,154	92.5%	15,483,572	(272,418)	15,211,154	766,939	1,416,846	-	-	15,211,154
Other Vehicle Equipment			318,853	173,484		318,853	(145,369)	173,484	145,369	(173,484)	-	-	173,484
<b>ROW Acquisition Services-SANBAG</b>	6,532,000	10,357,000	11,738,400	11,418,108	110.2%	10,971,135	445,473	11,416,608	321,792	(1,059,608)	-	-	11,416,608
<b>3rd Party Utilities Design &amp; Reloc.</b>		1,003,000	1,157,223	1,106,705	110.3%	1,174,205	-	1,174,205	(16,982)	(171,205)	50,000	-	1,224,205
<b>Project Admin. And Management</b>													
Jacobs	6,638,000	6,632,000	11,852,647	12,969,303	195.6%	3,898,769	9,070,534	12,969,303	(1,116,656)	(6,337,303)	-	-	12,969,303
Other													
IPMO	17,624,000	15,012,450	14,722,701	14,821,391	98.7%	15,006,001	(300,000)	14,706,001	16,700	306,449	-	-	14,706,001
Insurance	1,113,000	1,112,000	500,000	-	0.0%	500,000	(500,000)	-	500,000	1,112,000	-	-	-
Legal-BB&K, County	2,525,450	1,000,000	1,000,000	374,686	37.5%	1,000,000	(527,136)	472,864	527,136	527,136	-	-	472,864
In Kind Contributions	8,080,550	8,080,550	8,080,550	8,401,239	104.0%	8,401,239	-	8,401,239	(320,689)	(320,689)	-	-	8,401,239
Survey	1,464,000	1,463,000	464,000	-	0.0%	25,000	(25,000)	-	464,000	1,463,000	-	-	-
Start-Up	720,000	720,000	700,000	-	0.0%	-	-	-	700,000	720,000	700,000	-	700,000
<b>Sub-Total</b>	<b>177,676,000</b>	<b>173,633,000</b>	<b>188,431,091</b>	<b>181,499,343</b>	<b>104.5%</b>	<b>150,601,049</b>	<b>32,832,387</b>	<b>183,433,435</b>	<b>4,997,655</b>	<b>(9,800,435)</b>	<b>421,843</b>	<b>75,000</b>	<b>183,930,278</b>
<b>Unallocated Contingency</b>	<b>14,030,000</b>	<b>18,073,000</b>	<b>4,500,812</b>					<b>9,800,435</b>		<b>8,272,565</b>			<b>7,775,722</b>
<b>10th to Highland Projected Costs</b>			<b>4,606,687</b>	<b>2,843,618</b>	<b>61.7%</b>	<b>3,901,000</b>	<b>96,863</b>	<b>3,997,863</b>	<b>608,824</b>	<b>(3,997,863)</b>	<b>634,187</b>	<b>50,000</b>	<b>4,682,050</b>
<b>Remaining Unallocated Contingency</b>													<b>3,093,672</b>
<b>Total</b>	<b>191,706,000</b>	<b>191,706,000</b>	<b>188,536,965</b>	<b>184,342,960</b>	<b>96.2%</b>								<b>191,706,000</b>

IPMO/sbX Project Cost Report											
Period Ended 31-Aug-2016											
Description	Current Budget	Approved Current Budget	Authorized for Expenditure	Expenditures \$	%	Remaining Budget	Committed %	Estimate to Complete	Estimate at Completion	Budget Forecast Variance	
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 87,876,664	\$ 81,434,583	96.2%	3,202,417	\$ 82,081,158 97.0%	\$ 206,388	\$ 82,287,545	\$ 2,349,455	
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,498,152	\$ 14,539,965	178.8%	(6,408,965)	\$ 14,535,135 178.8%	\$ 866,700	\$ 15,401,835	\$ (7,270,835)	
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 16,296,946	\$ 15,384,638	92.5%	1,243,362	\$ 15,384,638 92.5%	\$ -	\$ 15,384,638	\$ 1,243,362	
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,738,400	\$ 11,418,108	110.2%	(1,061,108)	\$ 11,416,608 110.2%	\$ -	\$ 11,416,608	\$ (1,059,608)	
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,157,223	\$ 1,106,705	110.3%	(103,705)	\$ 1,174,205 117.1%	\$ 50,000	\$ 1,224,205	\$ (221,205)	
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 18,097,876	\$ 19,127,876	107.2%	(1,278,476)	\$ 20,272,729 113.6%	\$ (1,326,245)	\$ 18,946,485	\$ (1,097,085)	
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,445,932	\$ 1,920,851	190.6%	(913,251)	\$ 2,019,556 200.4%	\$ -	\$ 2,019,556	\$ (1,011,956)	
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 37,319,898	\$ 36,566,618	107.5%	(2,546,618)	\$ 36,549,407 107.4%	\$ 700,000	\$ 37,249,407	\$ (3,229,407)	
Allocated Contingency (Construction Contract)	\$ -	\$ -	\$ -			-	\$ - 0.0%	\$ -	\$ -	\$ -	
<b>SUB-TOTAL</b>	<b>\$ 173,633,000</b>	<b>\$ 173,633,000</b>	<b>\$ 188,431,091</b>	<b>\$ 181,499,343</b>	<b>104.5%</b>	<b>(7,866,343)</b>	<b>\$ 183,433,435 105.6%</b>	<b>496,843</b>	<b>183,930,278</b>	<b>(10,297,278)</b>	
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ 4,500,812	\$ -		18,073,000	\$ - 0.0%	\$ -	\$ -	\$ 18,073,000	
10th to Highland	\$ -	\$ 4,682,050	\$ 4,606,687	\$ 2,843,618	60.7%	1,838,432	\$ 3,901,000 83.3%	\$ 1,838,432	\$ 4,682,050	\$ -	
<b>TOTAL</b>	<b>\$ 191,706,000</b>	<b>\$ 191,706,000</b>	<b>\$ 188,536,965</b>	<b>\$ 184,342,960</b>	<b>96.2%</b>	<b>\$ 12,045,090</b>	<b>\$ 187,334,435 97.7%</b>	<b>\$ 2,335,275</b>	<b>\$ 188,612,328</b>	<b>\$ 7,775,722</b>	

ITEM # E6

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Andres Ramirez, Program Manager

**SUBJECT:** **sbX E STREET CORRIDOR BRT PROJECT**  
**FISCAL YEAR 2017 FIRST QUARTER REPORT - SEPTEMBER 2016**

**FORM MOTION**

Receive and file Fiscal Year 2017 First Quarter Report for the sbX E Street Corridor BRT Project through September 2016.

**BACKGROUND**

At the October 2012 Board of Directors' meeting, the Omnitrans Board of Directors requested staff submit an update of the sbX Corridor BRT Project for review on a quarterly basis.

This is the Fiscal Year 2017 First Quarter Report through September 2016 for the sbX E Street Corridor Project.

**CONCLUSION**

Receive and file Fiscal Year 2017 First Quarter Report for the sbX E Street Corridor BRT Project through September 2016.

PSG:AR

Attachment

# **sbX Project – Fiscal Year 2017 First Quarter Report**

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**For Period: July 2016 to September 2016**

## **Safety:**

As of September 30, 2016, the construction team has performed over 509,770 labor-hours of work without any Lost Time Injuries.

## **Budget:**

The project is fully funded. Based on the current projections, the project is expected to be completed within the approved budget. All change orders are being managed through the project contingency line item included in the approved budget.

Approved Budget:	\$191,706,000
Cost-To-Date (8/31/16):	\$184,342,960
Estimate-At-Completion:	\$188,612,328

## **Schedule:**

60-Foot Articulated Buses: In Operation  
Revenue Operations Start: April 28, 2014 – Achieved.  
Vehicle Maintenance Facility: Operational as of June 16, 2015

## **Corridor Construction:**

### **E Street Corridor:**

#### **10th to Highland:**

- Street re-opened on September 9, 2016 as projected.
- Demobilization was completed.
- Final acceptance and Close Out on-going.

#### **PA System:**

- Contract awarded June 1 by Board of Directors.
- Contract executed.
- Kick-off meeting scheduled.

#### **Traffic Signal Synchronization:**

- Scheduling final acceptance meeting with City; TSP MOU final item.

### **Vehicle Maintenance Facility:**

#### **Contract Closeout**

- Final Change Order and Final Acceptance need issuing.

#### **Modification Work**

- Contract award at September 30 Board of Directors meeting.
- Completion projected for February 2017.

## **FTA Quarterly Review Meeting:**

The FTA determined that a Quarterly Meeting was not necessary in September 2016. Monthly phone conference calls are being made with FTA and PMOC oversight.

Omnitrans Performance Indicators							
Fiscal Year 2017							
Key Performance Indicators	FY17 Goal	Comments	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
<b>1. Cost Effectiveness</b>							
Fare Recovery Ratio - Fixed Route	>20%	Met Goal	28.84%				
Fare Recovery Ratio - Access	>10 %	Met Goal	34.27%				
<b>2. Service Performance</b>							
Ridership - Growth	<=3.1%	Overall ridership down, however sbX was +14.5% and Express Routes were +4.9% in Q1	-11.30%				
Complaints - Systemwide (Per 100,000 boardings)	<12 Complaints/100K	Goal not met	13.0 (12.8 Fixed Route; 17.7 Access)				
Compliments - Systemwide (Per 100,000 boardings)	>1.6 Compliments/100K	Goal not met	1.1 (1.0 Fixed Route; 1.8 Access)				
<b>3. Reliability</b>							
Loss of Service - Operations	<250 hours per month (measured as monthly average)	Goal not met	512				
Loss of Service - Maintenance	<35 hours per month (measured as monthly average)	Goal not met	58.92				
On-time Performance- Fixed Route	>85%	Met goal	87%				
On-time Performance- Demand Response	92% - 95% - per contract (SRTP has 88%)	Goal Not Met; August and September were transition months with new contractor	84.74				
<b>4. Budget</b>							
Operating Revenue	>95%		26.2%				
Operating Expenses	≤100%		23.5%				
<b>5. Labor</b>							
Operations Absenteeism - Represented - Uncontrolled	<94,000 per year	Met goal	25,768				

**FY 17 Management Plan - 1st Quarter Report**  
**Strategic Initiative 1 - Operating Cost Reduction**

ITEM #     #E8    

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q1	Notes
Finance	4. Improved operational efficiencies	Fare box recovery	1.1 Transition from LCNG to pipeline gas: Complete LCNG conversion project	% Completed	33%	
Finance	4. Improved operational efficiencies	Fare box recovery	1.2 Transition from LCNG to pipeline gas: Sell Low Carbon Fuel Standard credits	\$ Value of Credits Sold	\$0	Will be \$0 until completion of LCNG Project
Finance	4. Improved operational efficiencies	Capital project ROI	2. Adopt capital project ROI business justification model.	% Completed (of implementing this process)	0%	
Finance	4. Improved operational efficiencies	Capital project ROI	3. Implement process to capture data and submit invoices for MediCal reimbursements	% Completed	100%	Invoiced \$451,394 this quarter.

**FY 17 Management Plan - 1st Quarter Report**  
**Strategic Initiative 2 - Special Transit Services Department (CTSA/Access)**

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q1	Notes
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	1. Develop and expand Mobility Management Plan, while maintaining existing programs.	1. Total number of community partners and transportation providers	15	Target Met. Developing Dialysis Pilot Program. Developing program to connect community without smartphones with transportation options (ie Uber, Lyft)
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	2. Develop pilot Senior Mobility Services: Training Assistance, Oversight (operations, operating costs), Equipment	% Complete	25%	Met with 14 Senior Centers in the Valley. Evaluating and analyzing needs, also awaiting proposals from Senior Centers on Operating and Capital Budget.
Marketing	3. Improved customer experience	Customer satisfaction rating	3. Develop an online tool to provide information and communicate available options (i.e., taxi, Uber, links to their cities)	% Complete	25%	Have had meetings with Uber and Lyft on how to possibly integrate their system into Omnitrans system. Meeting with several tech companies this next quarter on possible new innovative applications that can be launched and available to our community.
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	4. Establish and maintain <i>Service to Administrative Cost</i> ratio	Ratio of cost per trip	65%	65% services/ 35% administrative - ISS, PVW, OPARC, Grand Terrace, Redlands, United Way, 211, Community Partner Maintenance Shop, Central City Lutheran, Volunteer Driver Program (valley), Travel Training, Lyft, Taxi, Volunteer Driver Program (rural), Ontario YMCA, Rancho YMCA, Community Senior Services

**FY 17 Management Plan - 1st Quarter Report**  
**Strategic Initiative 3 - West Valley Connector Corridor (Phase II)**

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q1	Notes
Service & Operations	3. Improved intermodal connectivity	MOU's with other transit agencies, cities, county and partners	1. Enter into project development with the Federal Transportation Administration.	% Complete	50%	Letter to FTA revised to add Haven branch alignment, preparing to send to FTA requesting entry into project development.
Service & Operations	3. Improved intermodal connectivity	MOU's with other transit agencies, cities, county and partners	2. Conduct environmental analysis. 2.1 Involve stakeholders and public.	% Complete	70%	Currently adding Haven branch. Admin draft EIR/EA to be provided to FTA by 11/17.
Service & Operations	3. Improved intermodal connectivity	MOU's with other transit agencies, cities, county and partners	3. Complete preliminary engineering. 3.1 Demonstrate enhanced connectivity with other modes and key destinations.	% Complete	80%	Provided 30% project plans to staff of five cities for review. Currently adding Haven branch stations.
Finance	1. Increased diversification of funding sources	Reduced funding risk	4. Determine funding strategy and prepare financial plan.	% Complete	50%	Development of financial plan is 50% complete.
Finance	1. Increased diversification of funding sources	MOU's with other transit agencies, cities, county and partners	4.1 Enter into MOU's with cities and other partners.	% Complete	10%	Draft MOU's with cities in development.

**FY 17 Management Plan - 1st Quarter Report**  
**Strategic Initiative 4 - Safety and Security Collaboration**

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q1	Notes
Safety & Security	1. Reduced customer incidents	Customer safety perception	1. Identify and prioritize key safety and security problem areas.	% Complete	100%	<u>Bus Stop Amenities Survey</u> was completed August 1, 2016. Overall Safety & Security satisfaction is a negative 60%. Lightning is -67%; and availability of shelter is -48%. <u>ABBG</u> summary available 10/14/16, we are in last position. Graffiti was identified by our security personnel. Corrective action requested - nothing to report.
Safety & Security	3. Reduced vulnerability/threats to customer security	Safety/security incident reports	2. Enlist support from outside agencies and organizations to enhance safety and security.	Number of outside agency partnerships	1400%	ABBG; APTA; TSI; SB City/County; EOC; Homeless shelters; FTA, CALTip; TSA; IVEC; SB Sheriff/Police; No County Transit
Safety & Security	1. Reduced customer incidents 3. Reduced vulnerability/threats to customer security	Customer safety perception Safety/security incident reports	3. Implement programs identified to enhance safety and security--Capital improvements (enhanced stations, lighting), Continued maintenance (graffiti, cleaning), Increased security presence.	Number of new capital projects initiated	300%	Working on: PA @ SBTC; and fix all Camera(s) throughout the system. Enhancement for Shelters is in process w/STV for design (10%) on increasing shelters including lighting enhancements - no capital for FY17.
Marketing	2. Improved public opinion	Public opinion rating	3. Implement programs identified to enhance safety and security--Outreach and education.	Number of new programs implemented	40%	TSA Gold Standard - working towards receiving - 2-3 years, for FY17 - establish Task Force w/partner North County; We Tip Crime Hotline; See Something Say Something; Text a Tip; Police Dog Training at SBTC representing 3 entities (CalState; SWAT training ; Table top Exercise for Emergencies
Marketing	2. Improved public opinion	Public opinion rating	4. Evaluate impact on public opinion.	% improvement of public opinion	TBD	Survey will be conducted in fourth quarter.

**FY 17 Management Plan - 1st Quarter Report**  
**Strategic Initiative 5 - Technology Optimization**

<b>Strategic Plan Goal</b>	<b>Strategic Plan Outcomes</b>	<b>Performance Indicator</b>	<b>Strategic Actions FY17</b>	<b>Performance Measure</b>	<b>Q1</b>	<b>Notes</b>
Technology	1. Improved customer experience	Customer technology utilization	1. Survey customers for technology input.	1. % Improvement internal and external 2. Number of website hits, app use, wifi use, fare purchasing, etc.	10%	Internal questions in development/vetting stage
Technology	2. Improved efficiencies in business processes	Worker productivity	2. Research, evaluate, and implement new fare technology--Collaborate with regional transit providers in determining the best long term solution.	% Complete	10%	Multiple options researched; scope under development
Technology	2. Improved efficiencies in business processes	Worker productivity	3. Improve the capabilities of the Business Objects reporting tool.	% Complete	10%	Scope under development
Technology	2. Improved efficiencies in business processes	Worker productivity	4. Implement a mobile solution for Maintenance work orders.	% Complete	10%	Scope under development
Technology	2. Improved efficiencies in business processes	Worker productivity	5. Optimize procure-to-pay process.	% Complete	10%	Building current process work flow
Finance	3. Improved grant management oversight	Balanced funding portfolio	6. Conduct needs assessment for grant management technology solutions.	% Complete	0%	

## FY 17 Management Plan - 1st Quarter Report

### Strategic Initiative 6 - Workforce Development

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q1	Notes
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Advancement/ Training participation vs. opportunities	1. Benchmark successful Career Paths models in the industry. 1.1 Evaluate industry models	% Complete	66%	3 models: DART; Philadelphia, Eastern Water District
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Advancement/ Training participation vs. opportunities	1. Benchmark successful Career Paths models in the industry. 1.2 Pilot model	% Complete	10%	Need to benchmark
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Annual number of promotions	1. Benchmark successful Career Paths models in the industry. 1.3 Evaluate model.	% Complete	10%	Analysis to be completed after the benchmark
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Average time-to-hire	1. Benchmark successful Career Paths models in the industry. 1.3 Evaluate model.	% Complete	0%	Based on analysis to be completed after the benchmark
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Electronic application process	1. Benchmark successful Career Paths models in the industry. 1.2 Pilot model	% Complete	10%	SAP enhancements in Procurement. Alternate options outside of SAP - working on analysis/cost
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Annual number of promotions	2. Engage outside expertise to identify a robust and relevant training model for Maintenance.	% Complete	90%	Internal survey completed of interest in key positions. Career paths template completed. Need to apply to internal candidates. Turnover analysis projections over next 5 years complete.
Organizational & Workforce Excellence	3. Reduced staffing vacancies	Average time-to-hire	2. Engage outside expertise to identify a robust and relevant training model for Maintenance.	% Complete	85%	Boylan finishing disc assessments meeting scheduled w/participants in October. Leadership Action Program (LAP) 5 yr RFP in process.

ITEM #           E9          

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Samuel Gibbs, Director of Internal Audit Services

**SUBJECT: WORKFORCE DEVELOPMENT PROGRAM  
END OF PROGRAM REPORT**

**FORM MOTION**

Receive and file the Workforce Development Program End of Program Report.

*This item was reviewed by the Administrative & Finance Committee at its October 13, 2016, meeting, and recommended to the Board of Directors for receipt and file.*

**BACKGROUND**

Omnitrans was awarded a \$340,000 Federal Transportation Administration (FTA) Innovative Transit Workforce Development Program to launch a Regional Transit Workforce Development Program (RTWDP) in February 2013. The RTWDP was an innovative approach that allowed several transit operators in the Southern California region to partner with an institution of higher learning to provide job skills training and career development services to all levels of the transit workforce. This program was designed to benefit the blue-collar and management sectors. Staff facilitated the objective of the grant between February 2013 and September 2016.

The attached report outlines the accomplishments of the Workforce Development grant activities. A brief presentation is attached illustrating the activities described in the report.

PSG:SG

Attachments



## **Omnitrans Department of Internal Audit Services**

### **Regional Transit Workforce Development Program (RTWDP) End of Program Report**

**Samuel Gibbs, PhD.  
September 30, 2016**

## **Background**

Omnitrans requested \$400,000 and was awarded \$340,000 from the Federal Transportation Administration (FTA) Innovative Transit Workforce Development Program to launch a Regional Transit Workforce Development Program (RTWDP) in partnership with California State University San Bernardino - Leonard Transportation Center (CSUSB - LTC), Los Angeles Metropolitan Transit Agency, Foothill Transit, Riverside Transit Agency, Victor Valley Transit Agency and several other partners.

The RTWDP was an innovative approach that allowed several transit operators in the Southern California region to partner with an institution of higher learning to provide job skills training and career development services to all levels of the transit workforce. This program was designed to benefit the blue-collar and management sectors.

## **Statement of the Problem**

According to the April 2012 Inland Empire Quarterly Economic Report published by the San Bernardino Associated Governments and the Riverside County Transportation Commission, the Riverside-San Bernardino-Ontario metropolitan statistical area (commonly referred to as the Inland Empire) experienced a net loss of 140,316 jobs between 2007 and 2011. While economic conditions at the national level have moderated since 2010, the report stated that the Inland Empire continued to have the highest unemployment rate among major metropolitan areas in the U.S. According to the Bureau of Labor Statistics, in 2011 the unemployment rate in the Inland Empire averaged 13.4% compared to a national average of 9%. As of April 2012, the unemployment rate in the Inland Empire was 11.7%, lower than the previous year before, but still much higher than the 8.1% national average for the same month. Economists predicted that employment turnaround in the Inland Empire will lag behind the rest of the country for the remainder of the year.

## **Objective**

The objective of the RTWDP was to develop well-rounded individuals that could become leaders, managers and highly skilled workers, capable of assuming key responsibilities within the transit industry. The RTWDP was designed to create a path that employees can follow to a successful career within transit agencies throughout Southern California and across the country. The guidance, training and experience provided by Omnitrans and partner agencies helped candidates gain experience, knowledge and education to become future transit employees and leaders.

The project provided the following benefits:

1. Allowed Omnitrans and other transit agencies to implement a Workforce Development Program;
2. Allowed unskilled labor to develop a skillset to enter the workforce;
3. Allowed any individual, regardless of educational attainment, to receive university level training and skill development;
4. Allowed employers to offer skill development programs to potential employees in a region with a significantly high level of unemployment;

5. Allowed transit employers to partner with an institution of higher learning to provide job skills to a cross-section of job-seekers and current employees.

The objective of this program was to prepare as many potential employees as possible and to reach at least 200 persons that may seek employment in the transit industry or continue to matriculate through the industry. Additionally, the program provided resources to attain training aides such as a coach operator simulator, and interactive whiteboards for the training facilities. The final stage of the program offered internships to undergrad and graduate students from the local area Colleges and Universities.

## **Scope**

Omnitrans' RTWDP was designed to address all four of the items listed. Although, the RTWDP was focused on two major programs: Certificate Program and Mentor/Internship, the programs were designed to address all four of the principles of the FTA program by doing the following:

- 1) Pre-employment training/preparation
  - a. The Certificate Program and Mentor/Internship are designed to address the issues of pre-employment training. They offer job skills training and certifications that allow individuals to develop skills needed for employment.
- 2) Recruitment and Hiring
  - a. The Mentor/Internship program is designed to address the challenges of recruitment and hiring. It will give potential employees the skills needed to enter the transit industry.
- 3) Incumbent worker training and retention
  - a. The Certificate Program is designed to address the issues of incumbent worker training and retention. It offers job skills training and certifications that allow individuals to be trained, retained and promoted.
- 4) Succession planning/phased retirement
  - a. The Certificate and Mentor/Internship program are designed to address the issues of succession planning. They offer job skills and certifications that allow individuals to develop prerequisites needed for employment.

The following agencies wrote letters of support and were potential benefactors of the program, which scope was regional.

California State University San Bernardino -Leonard Transportation Center  
Los Angeles Metropolitan Transit Authority  
Riverside Transit Authority  
Foothill Transit  
Victor Valley Transit Authority  
Southern California Regional Transit Training Consortium

## Financial Breakdown

<b>Grant Total</b>	\$ 340,000
Simulator	\$ (70,000)
Interns Phase I	\$ (87,326)
Interns Phase II	\$ (61,582)
Coach Operator	\$ (100,000)
Equipment	\$ (21,092)
<b>Phase I Coach Operators</b>	\$ (191,092)
<b>Phase II Employee Exposure</b>	\$ (148,908)

## The Benefits

The reach of the program was regional (addressing the entire Inland Empire). The other transit agencies which benefited from the program were Foothill Transit, Riverside Transit Agency, Sunline Transit, Victor Valley Transit, and Los Angeles Metropolitan Transit Authority. Los Angeles Metropolitan Transit Authority (LAMTA) had managed a workforce development program in conjunction with Los Angeles Valley College (LAVC) and Community Career Development, Inc. (CCD), the nonprofit operator of the Wilshire Metro WorkSource Center. Staff met with representatives from LAMTA, LAVC, and CCD to learn best practices and lessons learned, before launching the program in the Inland Empire.

### Classes

A total of 15 week-long classes were held between October 2014 and February 2015. The classes trained 180 participants on the fundamentals of transit, customer service, and how to interview and prepare for the workplace. From the class, a total of 82 applied to Omnitrans, two were hired by Omnitrans as Stop and Station Maintenance workers, and 11 were hired as Coach Operators for Omnitrans (10 are still employed). Additionally, one participant was hired by Greyhound and relocated to Arizona, Five were hired by other transit agencies, and nine were hired in industries other than transit.

### Coach Simulator

A Memorandum of Understanding (MOU) was entered into between Omnitrans, acting as project manager for a Federal Transit Administration (FTA) funded regional workforce development grant, and the California State University, San Bernardino (CSUSB) transportation research project. This MOU was for the development of a coach operator driving simulator, demographic data, software, and related support products. This agreement provided Omnitrans' training section of the Operations department the acquisition of a Coach Operator Simulator at a quarter of the price of acquiring one through other means.

## Interns

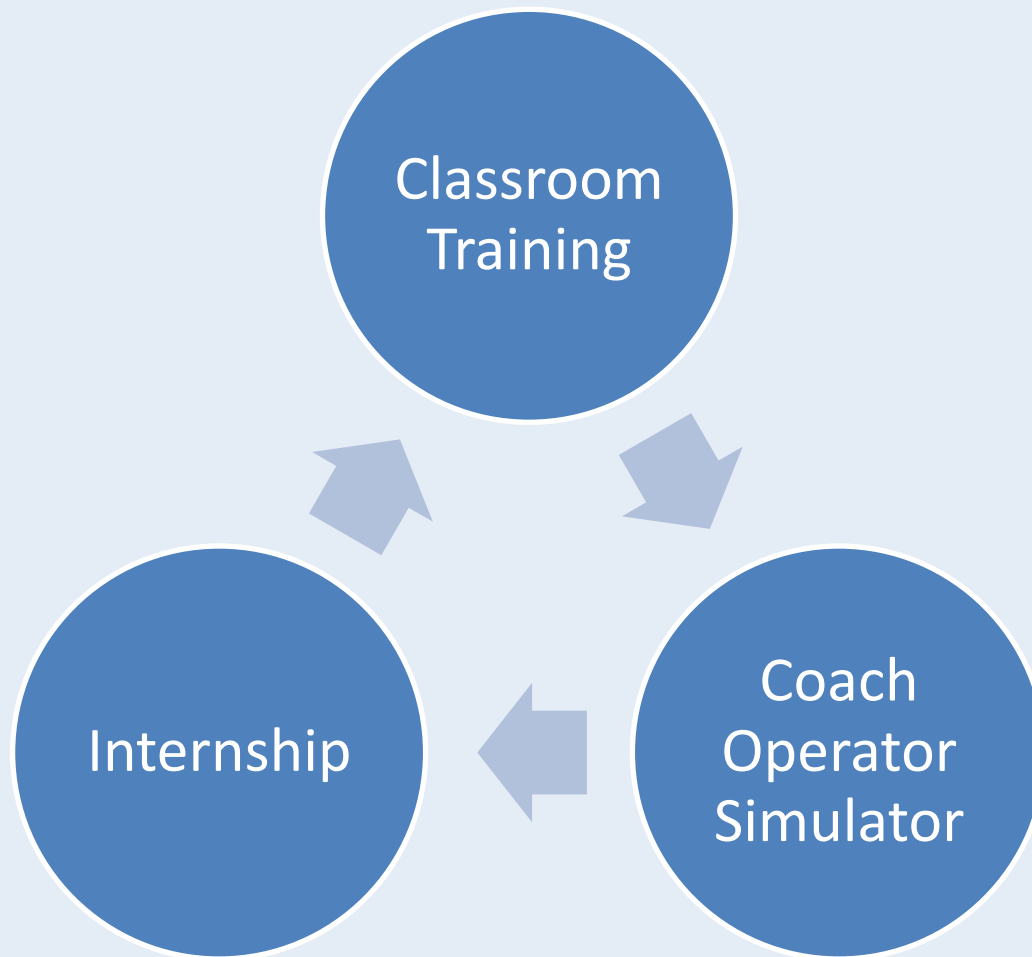
The intern program was implemented in two phases. The first phase entailed hiring interns to work in the Operation department. Two interns were hired and the success of the program led to hiring those interns as permanent employees and replacing them with two additional interns. Starting in March 2016 until September 2016, sixteen (16) additional interns were hired and they were assigned to Internal Audit, Finance, Information Technology, Human Resources/Safety and Regulatory Compliance, Marketing-Planning, and the Integrated Project Management Office. The purpose of the internship program was to expose undergrads and graduate students to the various aspects of transit. The interns were also assigned to special projects, which added value to the Agency from their contributions.

## **Conclusion**

Omnitrans was successful meeting the objective of the RTWDP. The program provided job skills training and career development services to all levels of the transit workforce. Omnitran's staff will continue to look for other grant opportunities, which provide resources to address workforce development.



## Regional Transit Workforce Development Program (RTWDP) End of Program Report



# Class

- Trained 180 Participants in 15 classes
- 82 applied to Omnitrans
  - Two were hired in Stop and Stations
  - 11 were hired as Coach Operators
  - One was hired by Greyhound
  - Five were hired by other transit agencies
  - Nine were hired in other industries

# Additional Benefits

Acquired a  
Coach  
Operator  
Simulator

Two Phase  
Internship  
Program

# Financial Breakdown

<b>Grant Total</b>		\$ 340,000
Simulator		\$ (70,000)
Interns Phase I		\$ (87,326)
Interns Phase II		\$ (61,582)
Coach Operator		\$ (100,000)
Equipment		\$ (21,092)
<b>Phase I Coach Operators</b>		\$ (191,092)
<b>Phase II Employee Exposure</b>		\$ (148,908)



## Week long training classes







# Dress for Success



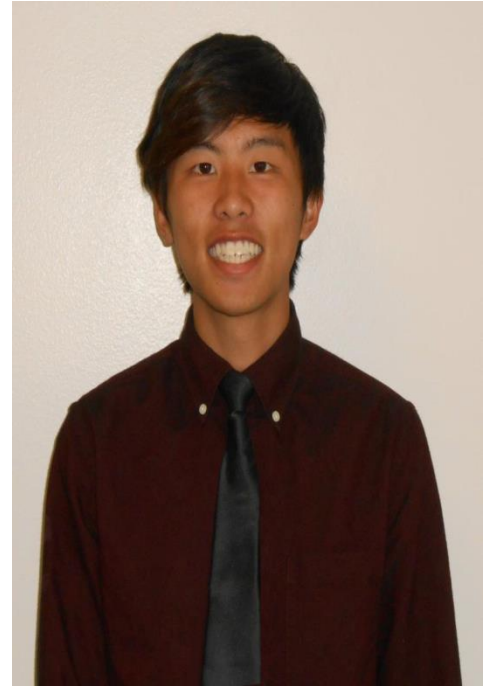


# Interns





# Interns



# Coach Simulator



ITEM # \_\_\_\_\_ E10 \_\_\_\_\_

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – RFP-MNT17-26, TOWING SERVICES**

**FORM MOTION**

Authorize the CEO/General Manager to release Request for Proposals, RFP-MNT17-26 for the provision of Towing Services for two (2) base years and three (3) single option years.

**BACKGROUND**

Omnitrans utilizes contract services to provide towing services on an as-needed basis for towing of Omnitrans' fleet of buses and support vehicles. On December 4, 2013, Omnitrans' Board of Directors authorized release of Invitation for Bids IFB-MNT14-24 for the provision of Towing Services. On April 9, 2014, Omnitrans Board of Directors authorized award of Contracts MNT14-24(A-C) to Statewide Towing & Recovery, Inc., Bill and Wag's Towing, Inc. and Dietz Towing, Inc. for towing services.

On September 30, 2016, Omnitrans' Board of Directors approved Resolution No. 293-16 for the adoption of parking restrictions for Omnitrans' parking lots and the San Bernardino Transit Center (SBTC). Omnitrans requires the towing of privately owned vehicles parked in violation of Omnitrans' parking regulations. All fees associated with the towing of privately owned vehicles will be paid directly to the awarded contractors by the owners of the vehicles being towed. To facilitate the management of the towing contracts, staff recommends the release of a consolidated solicitation for all of Omnitrans' towing requirements.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for good/services exceeding \$100,000. The Independent Cost Estimate is \$277,729, if all options are exercised.

### **FUNDING SOURCE**

The cost associated with this procurement is budgeted in the Maintenance Department's Operating Budget as follows:

Department	1200
Expenditure Code	503110

\_\_\_\_\_ Verification of Funding Sources and Availability of Funds.  
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – This procurement supports Strategic Initiative 4 – Safety & Security Collaboration.

### **CONCLUSION**

By proceeding with this solicitation, Omnitrans will ensure continued availability of towing services for Omnitrans buses, support vehicles and vehicles parked in violation at Omnitrans' parking restrictions.

PSG:JMS:KT

ITEM # E11

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**FROM:** P. Scott Graham, CEO/General Manager

**SUBJECT: ADOPT RESOLUTION NO. 294-16  
AMENDED CONFLICT OF INTEREST CODE**

**FORM MOTION**

1. Adopt Resolution No. 294-16, amending Omnitrans' Conflict of Interest Code, which updates the list of designated employees required to file a Statement of Economic Interests; and
2. Authorize Omnitrans to submit to the San Bernardino County Board of Supervisors for approval.

**BACKGROUND**

The Political Reform Act requires every local government agency to review its conflict of interest code in October of each even-numbered year and submit to the County Board of Supervisors a biennial notice stating whether or not an amendment is necessary. If it is determined that an amendment is necessary, the amendment must be submitted to the Board of Directors within 90 days of filing the biennial notice. The last amendment to Omnitrans Conflict of Interest Code was approved by the Omnitrans Board of Directors in November 2014, and by the County Board of Supervisors, Omnitrans' Code Reviewing Body, on March 17, 2015.

Omnitrans' staff has reviewed Omnitrans' Conflict of Interest Code and recommends revisions to Exhibit "A", which lists those designated positions that make or participate in making decisions that may foreseeably have a material effect on private financial interests. The recommended revisions include the addition of new position titles, as well as title changes to existing positions. A legislative version (redlined) of the Amended Conflict of Interest Code, as well as a clean copy of the Amended Code is provided for review.

### **FUNDING SOURCE**

This item has no financial impact to Omnitrans.

\_\_\_\_\_ Verification of Funding Source and Availability of Funds  
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – N/A

### **CONCLUSION**

Adoption of this item will allow Omnitrans to submit its Amended Conflict of Interest Code to the San Bernardino County Board of Supervisors for approval as required by the Political Reform Act.

PSG

**RESOLUTION NO. 294-16**

**RESOLUTION OF THE OMNITRANS BOARD OF  
DIRECTORS, SAN BERNARDINO COUNTY,  
CALIFORNIA, ADOPTING AN AMENDED  
CONFLICT OF INTEREST CODE PURSUANT TO  
THE POLITICAL REFORM ACT OF 1974**

**WHEREAS**, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of Omnitrans and requires all public agencies to adopt and promulgate a conflict of interest code; and

**WHEREAS**, the Board of Directors adopted a Conflict of Interest Code (the “Code”) in compliance with the Act which was last amended November 5, 2014; and

**WHEREAS**, subsequent changed circumstances within Omnitrans have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update Omnitrans’ Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in Omnitrans being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by the Board of Directors of, the proposed amended Code was publicly posted for review at the offices of Omnitrans; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the Board of Directors on November 2, 2016, at which all present were given an opportunity to be heard on the proposed amended Code.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Omnitrans Board of Directors does hereby adopt the proposed amended Omnitrans Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Executive Staff Assistant and available to the public for inspection and copying during regular business hours;

**BE IT FURTHER RESOLVED** that the said amended Code shall be submitted to the Board of Supervisors of the County of San Bernardino for approval and said Code shall become effective 30 days after the Board of Supervisors approves the proposed amended Code as submitted.

**APPROVED AND ADOPTED** this 2nd day of November, 2016.

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Sam Spagnolo, Chair  
Omnitrans Board of Directors

Approved as to form:

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Erica Vega  
Legal Counsel for Omnitrans

**CERTIFICATION**

I, P. Scott Graham, Secretary, Omnitrans Board of Directors, do hereby certify that the foregoing resolution was adopted by the Omnitrans Board of Directors at a regular meeting thereof held on the 2nd day of November, 2016, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

P. Scott Graham, CEO/General Manager  
Secretary, Omnitrans Board of Directors

# LEGISLATIVE VERSION (SHOWS PROPOSED CHANGES)

## OMNITRANS

### CONFLICT OF INTEREST CODE

AMENDED ~~NOVEMBER 5, 2014~~ NOVEMBER 2, 2016

~~APPROVED BY CODE REVIEWING BODY MARCH 17, 2015~~

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regs Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of Omnitrans.

All officials and Designated Employees required to submit a statement of economic interests shall file their statements with the Executive Staff Assistant ~~to the CEO/General Manager~~ as Omnitrans' Filing Officer. The Filing Officer shall make and retain a copy of all statements filed by officials who manage public investments and forward the originals of such statements to the Clerk of the Board of Supervisors. The Filing Officer shall retain the statements of all other designated employees and make all retained statements available for public inspection and reproduction during regular business hours.

# **APPENDIX**

## **CONFLICT OF INTEREST CODE**

### **OF OMNITRANS**

(Amended November ~~52~~, 201~~46~~)

#### **EXHIBIT “A”**

#### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to Omnitrans' Code but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et seq.). [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are officials who manage public investments<sup>1</sup>. These positions are listed here for informational purposes only.

Board of Directors and their Alternates

CEO/General Manager

Investment Consultant

---

<sup>1</sup> Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by § 87200.

# DESIGNATED POSITIONS

## GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Accounting Manager	1, 2
Accounting Services Supervisor	5
Administrative Officer	1
Application Developer	5
Application Manager	5
Application Specialist	5
Assistant Transportation Manager	5
Construction Manager	2, 3, 5
Construction Safety Manager	3,5
Contract Review Analyst	4
Contracts Manager	4
Contract Administrator (ALL)	4
<u>Deputy General Manager</u>	<u>1, 2, 4</u>
Design Manager	5
Development Planning Manager	1, 2
Director of Finance	1, 2
Director of Human Resources/Safety & Regulatory Compliance	5
Director of Information Technology	5
Director of Internal Audit Services	4
Director of Maintenance	5
Director of Marketing/Planning	1, 2
Director of Operations	1
Director of Procurement	1
<u>Director of Rail Operations</u>	<u>1, 2, 5</u>
<u>4</u>	

**DESIGNATED EMPLOYEES'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

Director of Special Transit Services	1
Dispatch Supervisor	5
Employee Relations Manager	5
Engineering Services Manager	1, 2
Environmental & Engineering Services Manager	1, 2
Facility Manager	3, 5
Facility Supervisor	5
General Counsel	1, 2
Grants Manager	4
Human Resources Analyst	5
Human Resources Manager	5
Legal & Regulatory Compliance Manager	1, 2
<del>Loss Prevention &amp; Security Supervisor</del> <u>Security and Emergency Preparedness</u>	
<u>Coordinator</u>	5
Maintenance Manager	5
Marketing Manager	5
Marketing Specialist	5
Materials Manager	4
Network Administrator	5
<del>Operations Scheduling</del> Analyst	5
<del>Operations Services Supervisor</del> <u>Purchased Transportation Administrator</u>	5
Planner (All)	1, 2
Program Manager	1, 2
Project Control Manager	2, 3, 5
Public Relations Manager	1, 2
Quality Assurance Manager	3, 5
<u>Rail Compliance Officer</u>	5
Right-of-Way & Utilities Manager	1, 2
Safety and <u>Security</u> Regulatory Compliance Manager	5

**DESIGNATED EMPLOYEES'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

<u>Safety &amp; Regulatory Compliance Specialist</u>	<u>5</u>
Senior Financial Analyst	1, 2
Service Planning Manager	2, 5
Stops & Stations Supervisor	5
Systems Coordinator	5
Systems Engineer	5
Systems Manager	5
Systems Specialist	5
Technical Services Manager	5
Transportation Manager	1
Treasury Manager	1
Warranty Coordinator	4

Consultants\*

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\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation:

The CEO/General Manager may determine, in writing, that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The CEO/General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **APPENDIX “B”**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions and sources of income, including gifts, loans and travel payments that are located in, do business in, or own real property within the jurisdiction of Omnitrans.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of Omnitrans.

Category 3: All investments and business positions and sources of income, including gifts, loans and travel payments that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of Omnitrans.

Category 4: All investments and business positions and sources of income, including gifts, loans and travel payments that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by Omnitrans.

Category 5: All investments and business positions and sources of income, including gifts, loans and travel payments that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's department, unit or division.

**OMNITRANS**  
**CONFLICT OF INTEREST CODE**  
**AMENDED NOVEMBER 2, 2016**

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(Amended November 2, 2016)

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Contracts Manager	4
Contract Administrator (ALL)	4
Deputy General Manager	1, 2, 4
Design Manager	5
Development Planning Manager	1, 2
Director of Finance	1, 2
Director of Human Resources/Safety & Regulatory Compliance	5
Director of Information Technology	5
Director of Internal Audit Services	4
Director of Maintenance	5
Director of Marketing/Planning	1, 2
Director of Operations	1
Director of Procurement	1
Director of Rail Operations	1, 2, 5

**DESIGNATED EMPLOYEES'**  
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Facility Supervisor	5
General Counsel	1, 2
Grants Manager	4
Human Resources Analyst	5
Human Resources Manager	5
Legal & Regulatory Compliance Manager	1, 2
Maintenance Manager	5
Marketing Manager	5
Marketing Specialist	5
Materials Manager	4
Network Administrator	5
Planner (All)	1, 2
Program Manager	1, 2
Project Control Manager	2, 3, 5
Public Relations Manager	1, 2
Purchased Transportation Administrator	5
Quality Assurance Manager	3, 5
Rail Compliance Officer	5
Right-of-Way & Utilities Manager	1, 2
Safety and Security Regulatory Compliance Manager	5

**DESIGNATED EMPLOYEES'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

Safety & Regulatory Compliance Specialist	5
Scheduling Analyst	5
Security and Emergency Preparedness Coordinator	5
Senior Financial Analyst	1, 2
Service Planning Manager	2, 5
Stops & Stations Supervisor	5
Systems Coordinator	5
Systems Engineer	5
Systems Manager	5
Systems Specialist	5
Technical Services Manager	5
Transportation Manager	1
Treasury Manager	1
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**Inland New Today**  
**Monday, September 05, 2016**

ITEM #E12

**Inland News Today**

Story Date: September 5, 2016

**Omnitrans slates service to Ontario Airport**

Omnitrans begins offering direct bus service to Ontario International Airport beginning Tuesday. Omnitrans says it's planning sbX rapid transit service to Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona including a stop at the airport. (INT)

Story Date: September 5, 2016

# The S.B. American newspaper

## Tuesday, September 06, 2016

San Bernardino American News

09/01/2016

### Omnitrans to Serve ONT, Expand Freeway Express Schedule

*Changes effective Tuesday, September 6, 2016*

by Omnitrans



On September 6th, Omnitrans will begin offering direct bus service to Ontario International Airport (ONT), via Route 80 making stops at both passenger terminals. Due to customer demand, the transit agency also will increase hours of service on its Route 290 Freeway Express.

Route 80 will be realigned from its current path to continue south on Vineyard to Airport Drive then head east to the airport, instead of traveling on Holt to the Ontario Civic Center Transfer Center. Holt Blvd. between Vineyard and Euclid will continue to be served by Omnitrans Route 61.

"We are pleased to partner with the airport to provide a more convenient transit connection for air travelers," said agency spokesperson Wendy Williams. "For the future, we are pursuing development of a high-frequency circulator route that would serve the airport, nearby hotels, shopping centers and the Rancho Cucamonga Metrolink station."

Omnitrans is also planning an sbX bus rapid transit line for the cities of Fontana, Rancho

Cucamonga, Ontario, Montclair and Pomona that would include a stop at ONT passenger terminals.

Route 290, a freeway express route launched a year ago, will add early morning and mid-day trips in response to customer requests. The route will begin running at 4:30 am, an hour earlier, and operate throughout the mid-day, instead of just at morning and afternoon peak times. Route 290 travels on the I-10 and I-215 freeways with stops at Montclair Transit Center, Ontario Mills, Arrowhead Regional Medical Center and the San Bernardino Transit Center.

Another transit agency will be arriving at the San Bernardino Transit Center next month. On September 14, the city of Beaumont's Pass Transit bus route 120 will begin service to the regional hub, joining Omnitrans, Mountain Transit and Victor Valley Transit Authority. More information at: Pass Transit.

Personalized routing assistance available at 800-9-OMNIBUS (800-966-6428) or online at [www.omnitrans.org](http://www.omnitrans.org).

# **Press Enterprise**

## **Wednesday, September 07, 2016**

Press Enterprise  
09-07-16

THINGS TO DO

### **Sidewalk Chalk Art Contest coming to San Bernardino**

MANNY OTIKO / CONTRIBUTING WRITER

Published: Sept. 7, 2016 2:21 p.m.

OmniTrans is hosting a Sidewalk Chalk Art Contest at the San Bernardino Transit Center, 599 W. Rialto Ave., on Saturday, Sept. 10. Cash prizes will be awarded to the top winners and all children under age 13 will receive a prize.

Artist check-in is at 8:30 a.m.

Information: [omnitrans.org](http://omnitrans.org)

# Daily Bulletin

## Saturday, September 10, 2016

*Inland Valley Daily Bulletin*

09/10/16

### Ontario airport gets first direct bus stop in 10 years



A Route 80 Omnitrans bus pulls into its stop outside Terminal 4 at Ontario International Airport Friday morning September 9, 2016. Will Lester/Staff Photographer

**By Liset Márquez,**

ONTARIO >> For the first time in a decade, Omnitrans now offers direct bus service to LA/Ontario International Airport.

Since Tuesday, Route 80 has been realigned to make hourly stops at both terminals, said Nicole Ramos, spokeswoman for Omnitrans.

The route change was in response to public interest in having a bus stop closer than one that's just outside of the airport on Holt Boulevard and Vineyard Avenue.

On Friday morning, just four days after the launch, the bus stop just east of Terminal 4 was empty during the 7:49 a.m. and 8:49 a.m. stops.

But officials aren't worried.

"It's not really busy yet, but as times goes on they'll find out," field supervisor Johnny Urrutia said. "It's a good convenience for people when they find out."

Ramos points to the launch of its first rapid bus service, sbX, which was slow to garner initial traffic. There have been more than 1 million boardings between April 2014 and March 2016 on that service, Ramos said.

In order to add the new stop, Omnitrans realigned Route 80 from its current path to continue south on Vineyard Avenue to Airport Drive then head east to the airport, instead of traveling on Holt Boulevard to the Ontario Civic Center Transfer Center.

Riders who need to head east or west can make a connection on Route 61 which can go as far west as Pomona or Fontana to the northeast.

By adding the stops at the airport, officials hope it helps change traveler's mind-sets to be more transit-oriented.

"There's that perception that you have to ride the bus only if you have to. But, if we have things that work well for people, like the rapid transit lines and express lines, then it becomes a better option," Ramos said.

With daily fare \$1.75, it's also an affordable alternative, Urrutia said.

"I know when they start finding out prices and convenience they'll start taking the bus," Urrutia said.

In addition, Route 290 is expanding due to customer demand. It's not only starting an hour earlier – at 4:30 a.m. – the route now will run throughout the day. In the past the route was only offered in the morning and peak afternoon hours.

For more information, call 800-966-6428 or visit [www.omnitrans.org](http://www.omnitrans.org).

# Sun

## Saturday, September 10, 2016

The Sun/Daily Bulletin

09/10/16

### Why did San Bernardino Transit Center have a celebration?



Kelly Erazo, 15, of San Bernardino, works on her chalk drawing during the one year San Bernardino Transit Center's one year anniversary. The celebration included live music, chalk art contests, food, and giveaways. (Sarah Alvarado for The Sun)

By Mike Cruz, *Inland Valley Daily Bulletin*

**SAN BERNARDINO >>** The San Bernardino Transit Center celebrated its first anniversary Saturday with a community day of fun, food, music and giveaways.

Attendees got to show off their environmental visions in the special Green Scenes Sidewalk Chalk Contest for prizes. Live music entertainment was provided by San Bernardino Teen Music Workshop.

The center, at 599 W. Rialto Ave., makes commuting easier with connections to local and express Omnitrans bus routes, the sbX green line, the Victor Valley Transit Authority and Mountain Transit. In the future, the center could have rail connections — the Metrolink San Bernardino Line in early 2017 — and the planned Redlands Passenger Rail Project.

Omnitrans, the public transit agency that serves the San Bernardino Valley, is the owner and operator of the center.

## Other

### Monday, September 12, 2016

iNLand fIEts (Bicycle Blog)

[September 12, 2016](#)

#### San Bernardino Transit Center Celebrates One Year of Service



One artist used Omnitrans' old logo as part of his drawing.

This past Saturday, visitors to the San Bernardino Transit Center (SBTC) were treated to a tunes, a cold drink, and a place to rest between buses as Omnitrans [held a party](#) to celebrate the first year of operations of the SBTC. As local all-girl band [Alive in the Lights](#) rocked out under a cloudless sky, members of the community participated in a chalk art contest in the plaza in front of the SBTC. Artists were competing for a \$250 grand prize and they brought their A-game with many great designs. As they drew, they were entertained by antics provided by the [SANBAG See Tracks, Think Train campaign](#) mascot out spreading the word of practicing safety around tracks.

A little over year ago, on August 24, 2015, that dignitaries and curious onlookers stopped by the soon-to-be-completed SBTC in the eponymous city to celebrate the grand opening of the new transfer and customer service facility. The anticipation turned to excitement on September 8, when the SBTC officially opened to the public. Envisioned by Omnitrans since the 1980s, the Transit Center replaces the transfer hub that had floated around the 4th St. area of downtown San Bernardino for decades.

It brings together almost all of their East Valley service into one central location, providing connections to the sbX Green Line, [MARTA](#) Off the Mountain service, [VVTA BV Link](#), [\(as of today\)](#) Pass Transit Commuter Link 120, Metrolink by the end of next year via the [under construction Downtown Passenger Rail Project](#), and the [Redlands Passenger Rail Project](#) which is projected to be open by 2021. However, the coordination to ensure those connections are available and make sense did delay the completion of the TC, which was originally supposed to open before or at least in conjunction with sbX. At some point in the distant future, [CA high-speed rail](#) may also arrive at the site, which would truly awaken the city.

The facility has a staffed customer service desk and 24/7 security to maintain peace and order. Omnitrans has thus far received [largely positive reviews](#) of the facility from the riders, many of whom really appreciate the fact that there is an indoor waiting area, public bathrooms, and connections all in

one place. The lobby isn't a grand hall, but it's design is functional and elegant and provides travelers a much-needed respite from the elements, especially those who are waiting for connections to Omni's services that run at only an hourly frequency.

However, not everyone is completely happy with the TC. In addition to the usual complaints about the use of tax dollars for public transit, several people have expressed concern about the lack of parking provided at the site. This is certainly an interesting argument because, realistically speaking, there are few instances where Omnitrans' local service provides a travel time that is superior to that of driving and most of them are not really in the areas around downtown San Bernardino. As such, it doesn't seem very likely that many people would drive to park and take the bus, something which is already borne out by the parking lots that Omnitrans [built for the sbX Green Line](#) that are 99% empty 99% of the time. Building another lot at the TC for bus passengers doesn't seem necessary and Omnitrans was right to not do so.



In the future, Omnitrans hopes to bring a transit-focused development to the empty lot seen behind the canopies.

Not doing so also meant that they have space that is available for development on the site that will be easier to convert to that use from an empty lot than it would be from a designated parking lot. However, since the TC is also going to connect to Metrolink, parking will be provided in conjunction with the completion of that

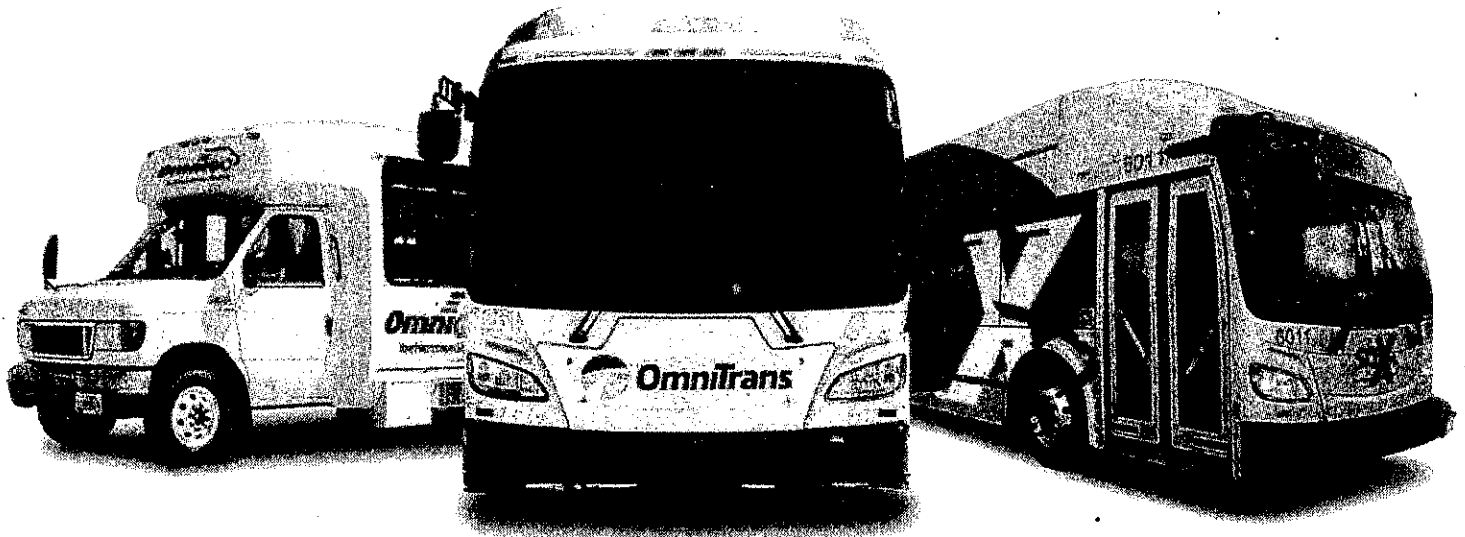
portion of the project. Additionally, 10-minute drop-off parking is available on Rialto Ave. at the front of the TC. Furthermore, there are literally dozens of acres of surface lots available within a two block radius of the site that could be tapped with some sort of agreement to provide parking for the TC if it's truly necessary, including over 13 acres directly adjacent the TC at the San Manuel Stadium.

While parking for cars at the TC isn't plentiful, there is a decent amount of bike parking strewn around the site, albeit of mixed utility. The good part about it is that it is of an inverted U shape and square, but unfortunately, the racks themselves were installed far too close together, rendering them partially useless. In addition to the bike parking, the TC is also host to the San Bernardino Bike Hubitat co-op shop. Since opening in May, the Hubitat has helped hundreds of Omni patrons continue rolling.

In the next few years, the SBTC should see an increase in use as more transit connections come online. However, most of the ultimate success for the Center rests squarely on the shoulders of the City. As they look to exit bankruptcy, they have the opportunity to really become a regional powerhouse and world-class city with smart investments and leadership. The coming transit connections provide an extremely advantageous starting point, but they still need to really take the reins and look forward to the future. Hopefully, that realization happens soon and we can look forward to many more anniversary celebrations.

THE SUN  
October 3, 2016

# New routes. Better connections.



## Ride FREE during Rideshare Week, October 3 to 7.

With recent service enhancements including direct service to Ontario Airport and expanded Route 290 service on I-10 with more mid-day trips, riding OmniTrans is faster and easier than ever. See for yourself, with unlimited free rides any one day during Rideshare Week, October 3 to 7. **Plus, enter to win cool prizes at [iecommuter.org](http://iecommuter.org).**



- **New direct service to Ontario Airport with Route 80.**
- **Convenient Freeway Express Service on I-215 and more frequent service on I-10.**
- **Comfortable and convenient San Bernardino Transit Center.**



Scan this code for a  
FREE ride coupon or go  
to [www.omnitrans.org](http://www.omnitrans.org).



**OmniTrans**  
Connecting Our Community.



1-800-9-OMNIBUS  
[OMNITRANS.ORG](http://OMNITRANS.ORG)

# Who will run for roads, transit?

Agencies who rely on federal money for roads, bridges, rail lines are worried the funding may dry up

By Steve Scauzillo

sscauzillo@scng.com  
@stevescaz on Twitter

If you could vote while stuck in mind-numbing freeway traffic, perhaps you'd cast your ballot for the candidate making transportation a priority.

Unfortunately, candidates for president and U.S. Senate aren't listing specific ways to solve gridlock in Southern California. In fact, in debates, forums and campaign stops, the topic has barely come up, leaving many transit experts worried the chances of federal dollars flowing west are slimmer than ever.

Nailing down the candidates on a dull but important issue as transportation funding has been frustrating but the topic is important to Southern Californians, said Hasan Ikhrata, executive director of the Southern California Association of Gov-

TRANSIT » PAGE 6



KEITH BIRMINGHAM — STAFF PHOTOGRAPHER

Mat Antonelli, right, and project engineer Johnny Truong Jr. look over construction at First Street and Central Avenue for the Regional Connector line Wednesday in Los Angeles. Metro received \$670 million in federal grants and \$160 million in

THE SUN  
October 17, 2016

## Transit

FROM PAGE 1

ernments, a planning and lobbying agency representing six Southern California counties.

"The fact that nobody is talking about it is disappointing," he said.

Last July, the U.S. Department of Transportation granted \$759 million for bridges, truck lanes and congestion relief to numerous areas of the country except Southern California. Despite more than a dozen applications, the region was shut out of funding.

Sharon Neely, a transportation expert based in Los Angeles and a member of the Coalition for America's Gateways and Trade Corridors, a Washington, D.C., group, says the successful candidate must bring back California's fair share of tax dollars.

"The two presidential nominees have not made this issue a priority," she said.

Southern Californians spend 622 million hours stuck in traffic every year, for an economic cost of \$13.3 billion, according to a new study from Texas A&M. Ikhrata's agency estimates that Ventura, Los Angeles, San Bernardino, Riverside, Orange and Imperial counties will need at least \$140 billion for immediate road, rail and bus projects.

That's almost half the total Congress authorized in the Fixing America's Surface Transportation Act bill signed by President Barack Obama in December for the entire country.

While GOP presidential candidate Donald Trump did bring up deteriorating airports in the first presidential debate, his website does not mention transportation as an issue. When asked if Trump had a plan for ending gridlock in Southern California, the head of his California campaign responded:

"Mr. Trump has not spoken on Southern California transportation issues," Tim Clark said in an email Tuesday.

When pressed to elaborate, Clark pointed to Trump's written positions on trade that say among other things, he would overhaul the North American Free Trade Agreement and place a tariff on all goods entering the country from China. It's unclear, but Trump's anti-trade policies could impact the flow of goods coming into the twin ports of Los Angeles and Long Beach, although Neely disagreed.

"Will (China) stop shipping goods to California if it goes up a few cents? I don't think so," she said. The two ports together are responsible for 40 percent of all national container cargo trade.

Fewer imports from China could hurt the Southern California economy but may lighten the truck load on its freeways. Today, trucks carry goods along 70,000 lane miles of freeways and roadways, about 25,000 trucks per day.

The candidate declined an invitation to speak to these issues.

Hillary Clinton, the Democratic nominee for president, outlines a plan on her website to invest \$275 billion over five years rebuilding America's roads and bridges, fixing potholes and modernizing airports. During a speech in May in Orange County, Clinton said "the state of our infrastructure is a national emergency." She included new water treatment plants, internet connectivity and renewable energy in her infrastructure plan.

When asked to be more specific, Miryam Lipper, aide to Secretary Clinton in California, said Clinton could not grant an interview because of the "influx of requests."

The campaign declined to provide any additional information.

Neely hopes transportation matters appear on the candidates' agendas during the weeks remaining.

"I do hope they (Clinton, Trump) will be more specific in their answers. Maybe in the next presidential debate (on Oct. 19)," Neely said.

Losing Sen. Barbara Boxer is a concern to Southern California transportation agencies with an appetite for building more rail, bus and freeway projects. Boxer, who is retiring, helped create bond financing for rail projects as well as a federal transportation funding mechanism known as Moving Ahead for Progress signed into law by President Barack Obama in July 2012. Millions of federal dollars were applied to local projects under construction today.

"This is a big loss for Southern California," Ikhrata said.

Two challengers — both Democrats — are trying to fill her shoes: Rep. Loretta Sanchez, D-Orange, and state Attorney General Kamala Harris. Once again, transportation has not been emphasized in the campaign, nor in the one and only debate between the two.

ITEM # \_\_\_\_\_ F1 \_\_\_\_\_

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**FROM:** P. Scott Graham, CEO/General Manager

**SUBJECT: CEO/GENERAL MANAGER'S REPORT**

Additional express bus service was added to our system for Route 290 with the September service change. Both express bus service and sbX have delivered significant increases in our ridership over the past year. The new mid-day trips on Route 290 immediately produced positive results. Route 290 is yielding 200 boardings per day since being introduced in September 2015. This service reduced travel time from 2.5 hours to 55 minutes. Each success is a credit to staff's hard work through outreach and finding funds to provide new service opportunities for our customers.

Omnitrans has been celebrating its 40<sup>th</sup> Anniversary throughout October with Transit Appreciation activities. This involved recognition of our riders at major transit centers and gift bags for our employees; as well as the Annual Roadeo Competition to be held on 29 October at the West Valley Facility in Montclair.

The Marketing & Planning Department has completed our 40<sup>th</sup> Anniversary video. The video is a marketing tool for outreach events to the community as well as an advertising tool for the website to promote our services to the public.

PSG:vd

ITEM # \_\_\_\_\_ F2

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT HRS17-03  
SECURITY SERVICES**

### **FORM MOTION**

Authorize the CEO/General Manager to award Contract HRS17-03 to Platinum Security, Inc. of Los Angeles, CA, for the provision of Security Services for a three (3) year base period with two (2) single year options ending no later than December 2021 in the amount of \$7,094,703, Option 1 to add the San Bernardino Transit Center (SBTC) Parking Lot in the amount of \$2,006,040, and Option 2 to add the Redlands Rail in the amount of \$655,460, plus a ten percent contingency of \$975,620, for a total not-to-exceed amount of \$10,731,823, should all options be exercised.

### **BACKGROUND**

On June 1, 2016, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-HRS17-03 for the provision of Security Services. The solicitation requested proposals from qualified firms to provide service at Omnitrans' facilities (East Valley, West Valley, and I-Street), the San Bernardino Transit Center, the sbX Green Line corridor, stations and park and rides and options to add the SBTC Parking Lot and the Redlands Rail.

Notices were published in two local newspapers of general circulation and the solicitation was posted on Omnitrans' online bidding system. Ten proposals were received by the August 23, 2016 deadline. Eight were deemed responsive and evaluated in accordance with the evaluation criteria included in the RFP.

During the solicitation period, it was determined that the SBTC Parking Lot will need security services, pending a memorandum of understanding between SANBAG and Omnitrans. It is anticipated that these services may begin as early as April 2017. This location was added as an option to the solicitation in an addendum.

The evaluation committee established the competitive range from those deemed technically qualified. The three highest ranking firms were invited to participate in presentations and interviews to enhance Omnitrans' understanding of the proposals and how the work will be performed. Omnitrans then issued a request for a Best & Final Offer (BAFO).

The following firms are ranked from highest to lowest:

<b>Selection Criteria</b>	<b>Total Points Possible</b>	<b>Platinum Security, Inc.</b>	<b>GSSi, Inc.</b>	<b>Cypress Private Security</b>
Program/Approach to Work	25	22.08	22.08	20.83
Quality of Training	20	17.67	14.67	16.67
Experience	15	12.00	13.75	13.00
Qualifications of Firm / Key Personnel	15	11.75	12.75	11.25
Interview / Presentation	10	8.33	7.33	9.17
<b>Technical Score</b>	<b>85</b>	<b>71.83</b>	<b>70.58</b>	<b>70.92</b>
Cost/Price	15	14.47	15.00	12.51
<b>Totals</b>	<b>100</b>	<b>86.30</b>	<b>85.58</b>	<b>83.43</b>

Platinum Security, Inc. (Platinum) scored highest technically due to their security management approach and value added items. Although the incumbent, GSSi proposed lower pricing, their training program lacked sufficient detail or innovative methods to strengthen Omnitrans' security posture. Platinum proposed a goal to PC832 certify (minimum training standard for California Peace Officers) and train its security officers in components from the Federal Bureau of Investigation's Infraguard Program from certified trainers and the San Bernardino Police Department. Platinum will develop an Emergency Response Guidebook with instructions tailored specifically for responding to emergency situations under Omnitrans' agreement.

In response to Omnitrans' request for a BAFO, Platinum reduced its pricing by \$60,102, with a new offer of \$9,756,203. Pricing is within 11% of the Independent Cost Estimate (ICE) of \$8,767,350. A cost analysis revealed that the ICE did not include upcoming changes to the minimum wage in the first year. Platinum's pricing is within the range of competition and therefore deemed fair and reasonable.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

### **FUNDING SOURCE**

The cost associated with this procurement will be budgeted in the Human Resources & Safety Regulatory Compliance, Special Transit Services (Access) and the sbX Operating budget as follows:

Department Number 1630, 2110, 2600

Expenditure Code 503210

\_\_\_\_\_ Verification of Funding Source and Availability of Funds  
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 4, Safety and Security Collaboration – Develop and enhance an integrated, responsive safety and security system to protect customer, employees and assets.

### **CONCLUSION**

By proceeding with this award, Omnitrans will have the ability to continue to promote a safe and secure environment for its passengers, employees, contractors, and visitors.

PSG:JMS:CVM



## CONTRACT AGREEMENT

between

CONTRACTOR  
Platinum Security, Inc.  
11300 W. Olympic Blvd., Suite 900  
Los Angeles, CA 90064

(hereinafter "CONTRACTOR")  
Telephone: 800-777-6205  
Email: mfarag@platinumsecurity.com.

And

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
(hereinafter "OMNITRANS")

### CONTRACT DOCUMENTS

**CONTRACT NO. HRS17-03**

### Security Services

Contract Amount: \$4,019,717.44

### Omnitrans Project Manager:

Name: Mark Crosby  
Title: Security and Emergency  
Preparedness Coordinator  
Telephone: (909) 379-7117  
Email: [mark.crosby@omnitrans.org](mailto:mark.crosby@omnitrans.org)

### Contract Administrator:

Name: Christine Van Matre  
Title: Contract Administrator  
Telephone: (909) 379-7122  
Email: [christine.vanmatre@omnitrans.org](mailto:christine.vanmatre@omnitrans.org)



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B - PRICING

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Platinum Security, Inc. (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

### **1. SCOPE OF WORK**

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

### **2. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through \_\_\_\_\_, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from \_\_\_\_\_ through \_\_\_\_\_, which period encompasses the Initial Term and the Option Years.

### **3. CONTRACT OPTIONS**

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the

contract, or may elect to extend the term of the contract. The requirements below apply:

- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
  - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

#### **4. COMPENSATION**

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment B, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Four Million Nineteen Thousand Seven Hundred Seventeen Dollars and forty-four cents (\$4,019,717.44), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

#### **5. INVOICING AND PAYMENT**

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15<sup>th</sup> of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Accounts Payable

[Accountspayable@omnitrans.org](mailto:Accountspayable@omnitrans.org)

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

- 1) Title shall pass to Omnitrans at the time of payment.
- 2) The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.
- 3) The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.
- 4) The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
- 5) Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

## **6. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement, as allowed by applicable laws. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

## **7. NOTIFICATION**

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Christine Van Matre  
Contract Administrator

To CONTRACTOR:

Platinum Security, Inc.  
11300 W. Olympic Blvd., Suite 900  
Los Angeles, CA 90064  
Attn: Michael Farag  
President

## **8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES**

### **A. OMNITRANS' Project Manager**

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Mark Crosby, Security and Emergency Preparedness Coordinator.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
  1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
  3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

**B. Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Jospeh Rodrigues	Director of Government Services
Claudio Alonzo	Director of Operations
Michelle Lopez	Scheduling Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

**9. DISPUTE RESOLUTION**

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

#### **10. TERMINATION FOR CONVENIENCE**

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

#### **11. TERMINATION FOR BREACH OF AGREEMENT**

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **12. ASSIGNMENT**

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## **13. SUBCONTRACTING**

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

<b>Subcontractor's Name and Address</b>	<b>Work to Be Performed</b>
PGRP Enterprises dba Resolution Services 31441 Santa Margarita Pkwy, Suite 259 Rancho Santa Margarita, CA 92688 Gregory Sedia 949-207-3366 ext. 1	Drug Testing and Background Checks

## **14. INDEPENDENT CONTRACTOR**

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax

withholding, unemployment compensation, workers' compensation and similar matters.

## **15. INSURANCE**

### **A. INSURANCE REQUIREMENTS**

#### **1) General Requirements for Contractor**

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

#### **2) Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. Contractor's financial statements must provide evidence funds are available to fund and maintain the deductibles and SIR requirements. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **3) Other Insurance Provisions**

##### **a. Commercial General Liability and Automobile Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees,

agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 each accident; \$1,000,000 per person disease; and \$1,000,000 disease policy limit. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**c. Care, Custody, and Control**

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

**4) Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

**5) Verification of Coverage**

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

**6) Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**7) Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

**B. MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- 4) ☒ **Professional Liability:** \$1,000,000; per occurrence and aggregate. Professional Liability combined with a General Liability policy is acceptable if limits are separate within the policy and each meet the contract minimum insurance limit requirements.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000 each accident; \$1,000,000 per person disease; and \$1,000,000 disease policy limit.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☒ **Employee Dishonesty Coverage:** \$500,000 blanket policy covering all officers; *Omnitrans as loss payee as its interests may appear.*

**16. INDEMNITY**

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and reasonable attorneys' fees), claims, causes of action, and lawsuits for damages of

any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged intentional bad act, negligence and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **17. REVISIONS IN SCOPE OF WORK**

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

## **18. RIGHTS IN TECHNICAL DATA**

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **19. OWNERSHIP OF REPORTS AND DOCUMENTS**

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

## **20. OWNERSHIP RIGHTS**

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its

Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

## **21. WORK FOR HIRE**

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

## **22. SUBMITTAL OF CLAIMS BY CONTRACTOR**

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

### **23. EQUAL OPPORTUNITY**

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

### **24. STANDARD OF PERFORMANCE**

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

### **25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES**

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

## **26. DISQUALIFYING POLITICAL CONTRIBUTIONS**

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

## **27. COMPLIANCE WITH LAW**

- A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.
- B. Government regulations that directly affect the Contractor's performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the Contractor may be given special pricing consideration. The parties in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## **28. COMPLIANCE WITH LOBBYING POLICIES**

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## **29. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

### **30. WAIVER/INVALIDITY**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

### **31. FORCE MAJEURE**

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

### **32. CONFIDENTIALITY**

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other

entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

### **33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC**

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

### **34. GOVERNING LAW**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

### **35. MODIFICATIONS TO AGREEMENT**

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

### **36. LICENSING, PERMITS AND INSPECTION COSTS**

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements

including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

### 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-HRS17-03 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated August 23, 2016.

### 38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

PLATINUM SECURITY, INC.

\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
Michael Farag  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DP 96

Federal Tax I.D. No. 20-0860762

CM \_\_\_\_\_

## **ATTACHMENT A –SCOPE OF WORK**

### **HRS17-03**

#### **SECURITY SERVICES**

##### **1. INTRODUCTION AND PROJECT OVERVIEW**

- A. As the public transportation agency for the San Bernardino Valley, Omnitrans wishes to provide a safe and secure environment in and around its respective facilities and along the sbX corridor for its patrons and employees, and to safeguard Omnitrans' property.
- B. Unarmed security services will be needed to protect Omnitrans' fixed route and paratransit operations facilities, San Bernardino Transit Center, sbX Green Line stations, and park and rides, and patrolling the sbX Green Line, and optional services for the Redlands Rail. These services shall include, but are not limited to, the following:
  - 1) Monitoring electronic security equipment, card access, and cameras;
  - 2) Patrolling the various buildings and parking lots during the day, after business hours, and on weekends/holidays;
  - 3) Logging and assisting employees and visitors in during and after business hours;
  - 4) Checking for locked/unlocked windows, doors and gates;
  - 5) Inspecting offices and spaces throughout the facility;
  - 6) Monitoring and tracking Omnitrans property removal;
  - 7) Responding to, and reporting unusual incidents, including altercations, thefts, trespassers, fare evasion, medical aid calls, etc.
- C. Contractor shall provide Security Services for Omnitrans' "T" Street, East Valley, West Valley, and San Bernardino Transit Center facilities, sbX Green Line stations and park and rides in the city of San Bernardino and Loma Linda during business and/or non-business hours (including optional facilities/rail). While performing these services, the Contractor shall be an independent Contractor with all of its employees under its direction and that of its management and supervisors and in no event shall such employees be deemed employees or agents of the Agency/client.
- D. Contractor shall provide, at its sole expense, all of the requirements of the contract at the contracted rates. The required services include, without limitation, providing everything necessary to:
  - 1) Train unarmed, uniformed security personnel and services;
  - 2) Maintain proper security measures at all times;
  - 3) Monitor admittance of personnel and authorized visitors;
  - 4) Ensure that Omnitrans' facilities are secure (fences, gates, doors and windows);
  - 5) Inspect the properties, station, platforms, and park and rides (make rounds);
  - 6) Assist in dealing with unruly customers, trespassers, fare evaders, etc.;
  - 7) Enforce applicable local city, state, and federal laws and enforce Agency policies and procedures;

- 8) Log events: persons coming onto Omnitrans' property after hours, loitering, trespassing, soliciting, vandalism, etc.;
- 9) Perform all other tasks to accomplish the preceding requirements.

## **2. BACKGROUND**

### **A. Omnitrans Locations, Regular Business Hours, and Holidays**

#### **a) General**

- a) Hours and Holidays are subject to change. Omnitrans will notify Contractor regarding any proposed or actual changes as soon as reasonably possible. Adjustments will be made in pricing with corresponding changes in number of hours.
- b) Location changes and additional sites, facilities, and mobile patrols, while they are foreseen during the duration of the resultant contract, may occur. Adjustments will be made in pricing with corresponding changes in number of hours.

#### **b) Omnitrans' West Valley Facility**

##### **a) General**

4748 Arrow Hwy, Montclair, CA 91763  
Maintenance and Operations Departments only  
5.5 acre Operations and Maintenance Facility

##### **b) Operations Department (Coach Operators/Dispatchers)**

Monday - Friday: 2:30 a.m. to 11:30 p.m.  
Saturday: 4:30 a.m. to 11:30 p.m.  
Sunday: 4:30 a.m. to 8:30 p.m.

##### **c) Maintenance Department**

Monday - Sunday: 4:30 a.m. to 1:30 a.m.

#### **c) Omnitrans' East Valley Facility**

##### **a) General**

1700 West Fifth St., San Bernardino, CA 92411  
Maintenance, Operations, and Administration  
12.7 acre Administrative Offices and Maintenance Facility.

##### **b) Operations Department (Coach Operators/Dispatchers)**

Monday - Friday: 2:00 a.m. to 12:00 a.m.  
Saturday: 4:00 a.m. to 12:00 a.m.  
Sunday: 4:00 a.m. to 9:30 p.m.

##### **c) Maintenance Department**

Sunday - Saturday: Twenty-four Operation

##### **d) Administration**

Monday - Friday: 8:00 a.m. to 5:00 p.m.

- d) **Omnitrans' "I" Street Facility (Contracted Demand Response Service)**
  - a) General  
Located at 234 South "I" Street, San Bernardino, CA 92410  
Maintenance, Operations, and Administration  
4.7 acre Operations and Vehicle Maintenance complex.
  - b) Operations Department (Coach Operators/Dispatchers)  
Monday - Friday: 4:00 a.m. to 11:00 p.m.  
Saturday: 5:00 a.m. to 9:00 p.m.  
Sunday: 5:00 a.m. to 9:00 p.m.
  - c) Maintenance Department  
Monday - Friday: 4:00 a.m. to 11:00 p.m.  
Saturday: 5:00 a.m. to 5:00 p.m.  
Sunday: 5:00 a.m. to 5:00 p.m.
  - d) Administration  
Monday - Friday: 7:00 a.m. to 6:00 p.m.
- e) **Omnitrans' San Bernardino Transit Center**
  - a) General  
599 Rialto Ave., San Bernardino, CA 92401  
Customer Service and Operations Departments only  
5 acre Transit Center Site
  - b) Operation Hours  
Monday - Friday: 2:30 a.m. to 11:30 p.m.  
Saturday: 4:30 a.m. to 11:30 p.m.  
Sunday: 4:30 a.m. to 8:30 p.m.
- f) **sbX Green Line and Park and Rides**
  - a) The 15.7 mile corridor spans from Northern San Bernardino to Loma Linda. The corridor has four (4) park and ride locations and 16 station locations with 23 platforms.
  - b) sbX Bus Operating Hours  
Monday – Friday: 6:00 AM – 8:00 PM  
Saturday – Sunday: No Service  
  
\*Note: Bus operating hours are subject to change without notice.
- 7) **Holidays**
  - a) Only Omnitrans holidays will be observed, under the terms of the RFP, as holidays.
  - b) The following six days are recognized as Omnitrans non-service holidays:
    - 1) Year's Day

- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Christmas Day

**B. Omnitrans-Provided Security Stations and Vehicles**

- 1) Security Officers must keep the facilities and vehicles listed below clean and in order. Intentional or negligent damage to a vehicle (including accidents), security station, CCTV Control Center, or any other part of the Omnitrans facility or grounds will be repaired by Omnitrans then the Contractor will be billed for the repair.
- 2) Officers are not permitted regular access to any other amenities or offices other than those listed below:
  - a) ***Omnitrans' West Valley Facility***  
4748 Arrow Hwy, Montclair, CA 91763  
A Security Station with a restroom and telephone is provided at this site.  
An Omnitrans owned vehicle is provided at this site.
  - b) ***Omnitrans' East Valley Facility***  
1700 West fifth Street, San Bernardino, CA 92411  
A Security Station(s) and CCTV Control Center with a/or access to a restroom and telephone is provided at this site.  
An Omnitrans owned vehicle is provided at this site.
  - c) ***Omnitrans' "I" Street Facility (Contracted Demand Response Service)***  
234 South "I" Street, San Bernardino, CA 92410  
A Security Station, with a/or access to a telephone and restroom are available at this site.
  - d) ***San Bernardino Transit Center***  
599 Rialto Ave, San Bernardino, CA 92401  
Security Station and CCTV Control Center with a/or access to a restroom and telephone is provided at this site.  
An Omnitrans owned vehicle is provided at this site.

**3. SPECIFICATIONS**

Contractor must meet or exceed the following requirements:

**A. Employee Recruitment, Screening and Licensing**

- 1) Contractor's employees assigned to Omnitrans shall have their payroll in the form of automatic deposit/direct deposit or payroll debit card. The

automatic deposit/direct deposit or payroll debit card fee is not billable to the Contractor's Employee or Omnitrans.

- 2) Contractor's employees assigned to Omnitrans sites shall have the ability to:
- a) Read, write accurate, clear, and legible reports, speak and understand the English Language, and additional Spanish language skills are desirable. Specifically, assigned personnel shall be able to report emergencies to 911 and to the Project Manager. Assigned personnel must be able to read and understand all post orders, Agency policies and procedures, and posted warning and danger signs of potential hazards and safety instructions.
  - b) Have the necessary public relations skills to deal with employees (Security Contractor & Agency) and customers in a professional, courteous, businesslike manner.
  - c) Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
  - d) Must possess either a high school diploma or a General Equivalency Diploma and have 1 ½ year (18 months) of prior security experience within the last 7 years or have worked in a related field. The minimum age for security officers assigned to Omnitrans is 21 years old.
  - e) Maintain poise and self-control under stress. Security officers must be able to think and act quickly and effectively in emergency situations.
  - f) Must be mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training. Emotional and mental stability are essential since duties normally require contact with public and quick action under emergency situations.
  - g) Must be able to stand on their feet and ride a bicycle (those officers assigned to bicycle duty) for extended periods of time, maneuver stairs and other physically demanding terrain at the site as regular duties. Security Officers must make all building rounds/tours as assigned by the Project Manager or his/her designee.
  - h) Refrain from fraternization with Agency employees while on or off duty. This includes but not limited to dating, emails, or other means of communications (i.e. Telephone, Texting, Social Media – Facebook, Twitter, Instagram, etc.). Violation of this will result in a service credit and the Security Officer's immediate removal from the account.
  - i) Contractor employees assigned to Omnitrans may not accept gratuities or gifts (including food) from anyone. This excludes Omnitrans sponsored events (i.e. Transit Appreciation day).
  - j) Utilize computer and associated equipment to monitor environmental and electronic security systems.

- k) All officers shall possess and carry in their possession while on duty at any Omnitrans location a valid California Driver's License issued by the State of California Department of Motor Vehicles.
  - l) Recognize the confidential nature of the information associated with this work. The security Contractor shall treat all information and data regardless of form that is received from the Agency, as confidential. Furthermore, the security Contractor and employees shall neither discuss nor disclose any information regarding any of the internal security operations of the Agency with any uninvolved persons or agencies. The security Contractor's employees shall not release any information either verbally or in writing to any uninvolved persons and/or agencies without prior written approval from the Agency. Also, no photographs of any of the Agency facilities, equipment or its operations covered by this Scope of Work are permitted without the written consent of the Project Manager or his/her designee. Violation of this will result in a service credit and the Security Officer's immediate removal from the account.
  - m) Excessive turnover of security officers shall be avoided at all cost. A turnover rate in excess of fifty (50) percent per fiscal year (July 1 through June 30) of the security officers assigned to Omnitrans will result in a service credit in the amount of \$1,000 and will be cause for the Contractor to provide Omnitrans with a corrective action plan. Contractor shall provide a list of all personnel assigned at the start of the contract, and shall provide an updated list monthly identifying any personnel that have been added or removed from each site and/or mobile patrol.
  - n) Contractor must submit with their proposal a Security Officer Staffing Model that outlines the number of officers per site/assignment (including flex officers) required to maintain this Contract. Security Officer Staffing Model shall be listed as a KPI/Benchmark and shall be reported monthly. Contractor is required to maintain a 70% Security Officer Staffing Model staffing ratio. For example, if it takes 75 security officers, 4 flex officers, and one succession officer to staff the contract and the Contractor is unable to maintain 52.5 security officers, 2.8 flex officers – the Contractor is not adhering to the Security Staffing Model. Failure to comply with the Security Staffing Model may result in a service credit equaling \$500.00 per month.
- 3) Background Checks/Pre-employment Screening/Drug Screening
- a) The Contractor shall certify in writing that it conducts background checks, medical (physical) examinations, and an initial, and random (including number and frequency of random drug screening) and post-accident drug screening on all of its prospective employees, which indicates that employees are acceptable and qualified prior to his/her being assigned to Omnitrans' premises.

- b) Evidence of procedures for background checks, medical, and drug screening (including random and post-accident testing procedures) must be provided in each Contractor's PROPOSAL.
- c) All background checks shall include a current fingerprint check by the California Department of Justice (DOJ) and a minimum inquiry of all previous employers during the past five (5) years, driving record history, local, California State, and Federal criminal history, and military discharge records (if applicable).
- d) All such background checks shall be at PROPOSERS/Contractor's expense and provided to Omnitrans prior to any individual's assignment to an Omnitrans facility.
- e) All prospective Officers must pass a drug test and administer random drug tests at the Contractor's expense. At the minimum, the screen shall include testing of urine samples for cannabinoids (tetrahydrocannabinol, pot, marijuana, amphetamines (speed, uppers, and methamphetamine), cocaine (crack, snow), opiates (heroin, smack, and morphine), barbiturates (barbs, downers), benzodiazepines (tranquilizers, valium), mehaqualone (quaaludes, ludes), phencyclidine (PCP), etc. Drug test (including random tests) shall not be charged to Omnitrans.
- f) Medical (physical) examinations of security officer to assure their physical fitness shall be conducted at the Contractor's expense, prior to initial request for clearance and for cause at Omnitrans request, or more frequently as determined by the Contractor's examining physician. The examination must have occurred within one (1) month prior to their assignment and must have been found to be in good physical condition for the work they are to perform. Security Officers must be fully capable of performing work requirements of moderate to arduous physical exertion under either normal or emergency conditions. Security Officers will possess a good distance vision in each eye corrected to 20/30. They will have normal field of vision, good depth perception, and the ability to distinguish basic colors. Any hearing loss may not exceed thirty (30) decibels in both ears or 35 decibels in the poorer ear. Medical examinations will be in accordance with security industry standards and arranged by the Contractor at its own expense.
- g) The work as a security officer assigned to Omnitrans requires certain physical demands. The security officer work requires frequent and prolonged walking, standing, sitting, bicycle riding, and running. Occasionally, security personnel may be required to subdue violent or potentially violent people as outlined herein. Accordingly, stamina in all its forms (physical, mental, climate related, etc.) is a basic physical requirement of this position. Any individual, who cannot meet the requirements of this position including inability discovered through on-the-job performance, will not be qualified to work under this contract and must be removed immediately.

- h) All Security Officers shall have a valid California driver's license and Contractor is responsible for assuring assigned officers have an acceptable driving history prior to assignment and annually thereafter. Security officers with DUI/DWI or more than 2 points on their driving record will not be accepted nor those with excessive tickets. Omnitrans Project Manager or his/her designee will determine what is excessive.
- i) The successful Contractor is required to provide written documentation for background checks, medical examination (physical), driving history check, and drug testing (including random and post-accident tests) of all employees assigned to the Agency (including Account Manager, Succession Officer, Field Supervisors and Flex Officers) to the Project Manager or his/her designee fourteen (14) calendar days prior to the contract commencement date. In addition, as new officers are assigned, written documentation of their background check, medical evaluation, and drug screening must be submitted to the Project Manager or his/her designee prior to working at Omnitrans.

3) Licensing and Permits

- a) Contractor must be licensed and experienced in performing the services described herein and must provide evidence of current licensing and permits as required by local, state and federal regulations in providing such services including, but not limited to, a California Private Patrol Operator's License issued by the Department of Consumer Affairs at no cost to Omnitrans.
- b) Contractor must identify its qualified district manager and those individual(s) responsible for managing day-to-day business operations and provide written qualifications (i.e. resume, curriculum vitae, etc.).
- c) Contractor is responsible for making sure that any security officer working at an Omnitrans site is properly licensed under California law. Contractor's security officers must be registered and must have a valid guard registration card in their possession while on duty. Guard registration cards must be presented to Omnitrans upon request. If Contractor's Security Officer, Flex Officer, Succession Officer, Account Manager, Field Supervisor, etc. is unable to present his/her guard registration card upon demand, he/she must be immediately relieved from duty and Contractor must provide a security officer who has the appropriate cards in his/her possession.
- d) Contractor must establish and maintain adequate security controls, standards, and procedures to prevent unauthorized access; protect the confidentiality and integrity of information it receives from Omnitrans, maintains as a function of its performance under the Contract; or transmits to Omnitrans. The Contractor must also operate in accordance with state and federal law related to the protection of information and the timely and efficient management of information security incidents, including corrective action if necessary.

**B. Training and Job Function**

1) Required Contractor Training

After award of the Contract and before the Contracted services begin at the sbX patrol, East Valley (Post 1 and 2), CCTV Control Center, San Bernardino Transit Center (CCTV Control Center and Bike Patrol), West Valley, and I Street locations, Contractor's management is required to train with the existing Omnitrans security Contractor, at no cost to Omnitrans. The training will consist of working each and **every** shift at all sites; days and shifts as referenced in this Scope of Work, Section 4, Statement of Work, Subsection D.2), Minimum Days and Hours of Coverage. The training schedule must be submitted to the Project Manager or his/her designee within 48 hours before training begins.

2) All officers must have non-billable on-the-job training at a minimum of 32 hours. If the Contractor feels that more training is required, the Contractor must ensure the security officer receives the training, even if more than the 32 hours specified. An on-the-job training program for each site/every shift shall be submitted with the proposal. The program shall outline how the training will be provided, who will be providing the training, and what type of metrics will be utilized to ensure that the security officers is ready to work independently. On the job training is not permitted to be conducted on holidays when the facility is closed. Training content and curriculum shall be written towards Omnitrans unique needs. Boiler plate training material will not be accepted. In addition, **prior to assignment** to Omnitrans, officers must be trained in the following areas (note: training requirements may be added if Omnitrans exercises adding optional sites/patrols):

- a) Security Officer instruction as mandated by the State of California
- b) Patrol Procedures
- c) Basic, Intermediate, and Advanced Report and Parking Ticket/Citation Writing
- d) Observation and Incident Reporting
- e) Security/Situational Awareness
- f) Commuter Rail Safety/Security (required if/when Rail option is exercised)
- g) Legal Aspects of Private Security
- h) Security Officer Conduct
- i) Principles of Radio/Telephone/Cellular Phone Communications
- j) Principles of Access Control
- k) Principles of Safeguarding Sensitive Security Information
- l) Emergency Response Procedures
- m) Life Safety Awareness
- n) Workplace Violence

- o) Harassment (sexual, bullying, etc.)
- p) Discrimination
- q) Diversity
- r) Customer Service
- s) Professionalism, Courtesy
- t) Accident Prevention
- u) Crime Prevention Strategies
- v) Conflict Resolution Awareness (i.e. unruly citizens, dealing with difficult and hostile people, etc.)
- w) Dealing with homeless and mentally ill individuals
- x) Traffic Control (Parking Lot and City Street)
- y) Parking Lot Security
- z) Towing of Privately Owned Vehicles
- aa) Crowd Control
- bb) Fare Evasion (Prevention and Response)
- cc) Trespassing (Prevention and Response)
- dd) Terrorism (Recognition, Response, and Recovery)
- ee) Active Shooter (Recognition, Response, and Recovery)
- ff) Responding to Bomb Threats and Suspicious Devices/Packages
- gg) Responding to Natural Disasters (earthquakes, floods, etc.)
- hh) Crisis Management
- ii) Labor Relations (work stoppage, strikes, lockouts, etc.)
- jj) CCTV Monitoring/Viewing

A comprehensive CCTV Monitoring/Viewing training program must be provided on how to prevent/detect crime utilizing surveillance technology. This training program shall be submitted with the Contractor's PROPOSAL.

- kk) Motor Vehicle and Defensive Driving Training (must include behind the wheel training on Agency owned vehicles)
- ll) Security Cyclist Training (including obstacle course).
  - 1. Course to be provided by the Account Manager/Succession Officer.
  - 2. Course must meet the requirements of the Security Cyclist Training (course length and material) as outlined by the International Police Mountain Bike Association. This training does not count as part of the 32 hours required on the job training. This training is non-billable.

3. Course applicable only to those officers assigned to bicycle duty.
  - mm) Heat Illness Prevention and Response (must meet California Occupational Safety Health Administration standards)
  - nn) Pandemic Influenza Training
  - oo) Basic and Intermediate Computer Training
  - pp) Cardiopulmonary Resuscitation (Adult, Child, and Infant) (CPR) and Automatic External Defibrillator (AED) certification (proof required). On-line courses/certification is not permitted.
  - qq) First Aid (proof required). On-line courses/certifications is not permitted.
  - rr) Site Specific Training (as outlined in Post Orders and Omnitrans)
- 3) Health and Safety Training  
Contractor shall provide safety training as required by the California Department of Industrial Relations, California Occupational Safety and Health Administration, and United States Department of Labor Occupational Safety and Health Administration.
  - 4) Omnitrans Safety & Security Procedures/Policies  
Contractor shall provide training to officers assigned to Omnitrans on Agency specific Safety & Security Procedures/Policies.
  - 5) Officers assigned to Omnitrans will provide physical and other related security deterrence:
    - a) Maintain high visibility, answering routine questions; provide directions and handle problems (incidents, criminal acts, etc.)
    - b) Investigate unusual or suspicious conditions (vehicle, people, packages, etc.)
    - c) Preventing/enforcing trespass on, damage to, or theft of Agency property.
    - d) Inspecting parking areas, enforcing Agency parking regulations, issuing parking citations, and conducting traffic control duties.
    - e) Enforcing Omnitrans security policy, procedures and regulations.
    - f) Interacting in a professional manner with the public and Agency employees.
    - g) Be a visible presence in the lobbies and other areas when requested.
    - h) Responding to emergencies and/or alarms.
    - i) Escorting Agency personnel to or from their automobiles as requested and provides general assistance whenever possible.
    - j) Screening and documenting Agency property leaving or entering Agency premises as directed.

- k) Reporting any dishonest or criminal act committed on Agency property by security Contractor personnel, Agency personnel or other persons. Failure in reporting may result in a service credit.
- l) Enforcing “No Smoking” policy.
- m) Maintaining a daily activity report/incident reports that summarizes the significant events that occurred during the shift, visitor log and distribute visitor passes. These daily activity reports/incident reports shall be written utilizing an integrated guard management system. The integrated guard management system is not billable to Omnitrans.
- n) Survey facilities (EV, WV, and I Street), San Bernardino Transit Center, sbX stations, and park and rides for any defective exterior lights, electrical outages, broken pipes, broken windows, broken sprinklers, and vandalism. The items noted during the survey shall be documented utilizing an integrated guard management system. Any discrepancies/issues shall immediately be reported to the appropriate Omnitrans personnel.
- o) Identify and report any exterior/interior doors or gates not permanently secured (via card reader or mechanical lock) and or requiring maintenance. Any items noted shall be documented utilizing an integrated guard management system. If the situation is of a suspicious nature, the Security & Emergency Preparedness Coordinator shall be notified and the Account Manager shall immediately conduct an investigation.
- p) Report any unsafe or dangerous conditions or circumstance, fire hazards, or breaches of security immediately to the Security & Emergency Preparedness Coordinator or his/her designee.
- q) Operate motor/electric vehicles, bicycles, computers, telephones, faxes, radios, cellular phones, cameras, video cameras, closed circuit television equipment (CCTV), card access systems, automated security system, and other security equipment as required.
- r) Cooperate with local law enforcement officers and other emergency responders.
- s) Read all pass-down information, emails, and alerts at the beginning of each shift and initial in pass-down book they have done so. Provide briefing of day events, issues, and pertinent information to the relieving security officer. Failure of an officer reading pass-downs, or giving a briefing to the relieving officer at the beginning of shift may result in a service credit.
- t) Notify appropriate Agency personnel and local authorities when emergencies occur.
- u) Administering CPR/AED and First Aid to Agency employees, patrons, the public, etc. when needed. Omnitrans understands and agrees that Contractor’s security staff are not firefighting

professionals, EMTs or paramedic professionals and are not expected to respond or act in the same manner as such.

- v) Other duties as assigned by the Project Manager or his/her designee.
- 6) Omnitrans requires security officers to sign a document (produced by Contractor) indicating the security officer understands the training herein and will conform to all training and Agency policy and procedures as required. This document shall be turned into the Project Manager after the on the job training has been completed. A Service Credit may be applied for failure to turning in the document.
- 7) Evidence of proper certifications must be provided in each Contractor's PROPOSAL.
- 8) At the beginning of each contract year (beginning July 1<sup>st</sup>) annual refresher Omnitrans specific training (as outlined) will be required and completed within a 30 days period for all security officers assigned to Omnitrans. An outline on what will be trained and how this training shall be provided in each Contractor's PROPOSAL.
- 9) All PROPOSERS must submit an outline of their complete training program.

**C. Uniforms and Standards of Appearance**

- 1) Contractor's employees must wear the same color and style or type of uniform, accessories and equipment.
- 2) The Contractor's employees shall be provided (and replaced as needed or as determined by Omnitrans) uniform garments (minimum of three (3) complete uniforms for full time officers and two (2) complete uniforms for part time officers) to employees who are assigned to work this contract at no additional expense to those employees or the Agency. The Succession Officer uniform shall be a different color from the security officer. Contractor shall ensure that all officers assigned to Omnitrans' facilities comply with basic appearance standards to include:
  - a) While on duty, security personnel shall be in complete uniform. All personnel must be neat in appearance, with uniforms clean, pressed and correctly fitted, and shoes shined and hat worn straight (not backwards, off to the side, or under bicycle helmet). Assigned personnel shall not "accessorize" (i.e. political or religious items) their uniforms and must wear their shirts tucked inside their slacks/shorts (under shirts shall be white only). In addition, personnel must display a professional appearance in uniform and hygiene. Assigned Security Officers must be well groomed with their hair clean and neatly cared for (men: beards chin, and lip whiskers (except a mustache) are not permitted. In addition, men must be neatly shaven and sideburns shall be trimmed and not extend below the bottom of the ear. The back of the hairline shall not extend beyond the top of the uniform collar. Female: Hair shall be neat and styled or trimmed in such a manner it does not extend beyond the top edge of the uniform collar or detract from a

professional image. Make-up and nail polish shall be neutral in appearance and shall be in good taste. High heel or open toed shoes are not permitted).

- b) Uniform shirts with sewn on badge and common logo on the sleeve. Yellow polo shirts shall be provided for the bicycle patrol officers (must have Security logo on the sleeve).
  - c) Uniform slacks and shorts (for bicycle patrol only).
  - d) Shorts must be above the knee.
  - e) Denim pants are not acceptable.
  - f) Uniform basket weave belt.
  - g) Black tactical boots (security or law enforcement quality or better).
  - h) Black shoes and black socks (bicycle patrol only).
  - i) Flashlight holder; flashlight (rechargeable full size Maglite or approved equal).
  - j) Communication radio device holder (radio provided by Omnitrans)
  - k) Cellular telephone with GPS, camera, email and texting capabilities and holder (must be a reliable nationwide provider)
  - l) Other appropriate equipment
  - m) Uniform jackets ({1} heavy winter jacket and {1} summer wind breaker)
    - 1) Sewn on Security Badge
    - 2) Shoulder patches displaying the Contractor's logo
    - 3) SECURITY on the back of jacket
  - n) Uniform hat with Contractor logo on front and officer's last name embroidered on the back
  - o) Yellow Safety Vest – ANSI, Class II, with SECURITY on the back and a fabric name plate sewn on with the Officers' last name on the front and sewn on security badge.
  - p) High Visibility Rainwear, ANSI, Class II, with SECURITY on the back (jacket and pants)
  - q) Winter ear warmers and gloves (must match jackets)
  - r) Contractor employee photo identification (ID) badge. ID badge must also have employee name and position held in front, no smaller than a font size of 18 with last name, first name, and middle initial, if any. ID badge must be worn and **visible** at all times.
- 3) All PROPOSERS must provide a detailed description and pictures of the uniforms, Contractor employee photo identification badge, accessories and equipment assigned (including proposed flashlight) to its employees.

- 4) Contractor must immediately send home personnel for failure to wear a proper uniform. Failure to immediately send home an officer for not wearing a proper uniform may result in a service credit.
- 5) Contractor personnel shall not be assigned to work at Omnitrans without being issued the uniformed as described herein (including ID badge).
- 6) General: Wrist watches, medical or identification bracelets, rings, and earrings are the only items of jewelry or ornaments authorized to be exposed when in uniform and on duty (including flex officers, supervisors, succession officer, and account manager). No jewelry will be worn in such a manner as to present a safety hazard to the individual, or a distraction of professional appearance. Only post type of earrings shall be worn.
- 7) Tattoos: No visible tattoos will be permitted.
- 8) Security personnel SHALL NOT possess, display, or use firearms, explosives, or other dangerous weapons, including night sticks (batons), handcuffs, knives, saps (clubs), brass knuckles, stun gun, taser, mace or oleoresin capicum (pepper spray) while on duty. This includes but is not limited to, the employee's vehicle, locker, and while on Omnitrans property or in an Omnitrans or mobile patrol vehicle.

**D. Instructions Manual and Post Orders and Temporary Post Orders**

- 1) Contractor is required to provide written post orders documenting site/security station/mobile patrol/bicycle patrol position specific operational instructions assigned officers are to follow. These procedures are to be created with input from the Project Manager or his/her designee and must be approved in writing before they are implemented. All assigned officers shall read and sign off on these post orders as part of their on-going and annual refresher training.
- 2) In addition, the Contractor shall ensure that all officers have an updated copy of Instructions and Post Orders according to the following:
  - a) **Instructions Manual** must contain duty instructions, safety instructions, and emergency instructions.
  - b) **Post Orders**, which are subject to change by Omnitrans, are the site-specific instructions as promulgated by Contractor and Omnitrans. Contractor is responsible for writing and updating (quarterly or as necessary) the Post Orders and providing electronic copies to Omnitrans.
  - c) **Temporary Post Orders** are temporary instructions issued by Omnitrans.

**E. Security Officer Tour Verification System/Integrated Security Officer Management System/Officer's Schedule**

- 1) Contractor's employees shall be responsible for recording rounds using a GPS enabled Integrated Security Officer Management System. This systems shall track the security officers movement, track patrol tours, allow officers to document their shift (incident reports, daily activity

reports, dispatch logs, etc.), and watch mode (allows officer to capture live video). Omnitrans Project Manager shall have access to the information from this system via a dashboard function. A description of this system shall be outlined in the proposal. This system is not billable to the Omnitrans.

- 2) Contractor must supply, at Contractor's sole expense, a security officer tour verification system for each facility.
- 3) Contractor must set the patrol points at all facilities (including future facilities/patrol), San Bernardino Transit Center, sbX stations, platforms, and park and rides in coordination with Omnitrans' Security & Emergency Preparedness Coordinator or his/her designee.
- 4) Contractor must develop officers' schedules and provide weekly schedules to assigned security officers and Omnitrans every Thursday by 1:00 PM for the coming week. In addition, security officer tour verification reports must be provided every Thursday by 10:00 AM to Omnitrans' Project Manager or his/her designee.

**F. Employee Acceptance by Omnitrans**

- 1) Omnitrans reserves the right to require the Contractor to rotate assignment of security officers or remove any security personnel from further duty at Omnitrans, without cause and without the right to recover damages by such security employee or by the Contractor from Omnitrans. Omnitrans will not engage in any unlawful discriminatory practices in requiring the removal or rotation of security personnel.
- 2) If Omnitrans requires the removal of any security personnel from duty, Omnitrans will attempt to provide the Contractor reasons for the removal demand. However, Omnitrans is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall immediately remove and replace an individual security employee when requested to do so by Omnitrans.
- 3) Contractor's personnel will be permanently assigned to Omnitrans, and all changes in assignment (including assigned security posts) must be cleared by Omnitrans' Project Manager or his/her designee. Omnitrans must be notified in writing when a security officer resigns or when the Contractor terminates/removes any employee(s) assigned to the Agency. Moreover, the Contractor must notify Omnitrans and the compliment of security officers assigned to Omnitrans that the employee has resigned, been terminated/removed and is no longer allowed on Omnitrans property unless they are buying a bus pass or applying for an Agency job.
- 4) Contractor's personnel will be interviewed (with the Contractor's Account Manager in attendance) and accepted by the Project Manager or his/her designee prior to being assigned to Omnitrans.

**4. STATEMENT OF WORK**

**A. General**

- 1) Contractor shall provide, at its sole expense, the required services of the scope of work, which includes, without limitation, providing all tools,

equipment, resources and labor necessary to maintain proper security measures at all times; ensure that facilities are secure (doors and windows); inspect the properties (make rounds); log events: persons coming onto Omnitrans' property after hours, trespassing, fare evaders, loitering, vandalism; and perform all other tasks to accomplish the preceding requirements as specified herein.

- 2) The Contractor shall provide a program of comprehensive security coverage by providing sufficiently trained and qualified employees to perform these services. Services to be provided include, but are not limited to, the following activities:
  - a) Become familiar with Omnitrans' facilities and the security requirements of each site.
  - b) Possess appropriate customer service skills to interact with employees and the public, courteously and professionally.

#### **B. Contractor's Responsibilities**

- 1) The successful Contractor shall be responsible for the development, design, coordination and supervision of all services associated with the security program at Omnitrans' facilities. These activities include, but shall not be limited to, the following:
  - a) Evaluating, recruiting, screening, supervising, and training of personnel.
  - b) Evaluate and provide adequate field supervision to ensure officers arrive at assigned post on time, fit for duty, in proper uniform, and properly trained and oriented and perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal.
  - c) Provide at a minimum of four (4) flex officers at all times assigned to work the Omnitrans account to fill in for other officers while they are on vacation, sick, military leave, jury duty, etc.. The flex officers cannot be field supervisors or the succession officer and shall meet all of the requirements of this Contract. A list of flex officers shall be provided to the Project Manager on a monthly basis and when a flex officer assignment changes. A Service Credit will be applied on a weekly basis when the Contractor is unable to fulfill the flex officer requirements.
  - d) Monitoring of Facility Surveillance System
    - (1) Contractor's employees assigned to Omnitrans' facilities shall monitor and track door alarms and provide sight contact of the facility through multiple cameras located throughout the facility on a 24-hour basis.
    - (2) Officers will utilize a CCTV system and will be monitoring Omnitrans' cameras as well as assuring continuous video recording.

- (3) Contractor's personnel will actively monitor all activities that are recorded on Omnitrans' Facility Surveillance and Card Access System.
- (4) Close observation is required for 'high traffic' and high crime areas and areas that maintain cash on Omnitrans' facilities. The Contractor is responsible for documenting, responding to, and reporting any criminal activity or attempts at criminal activity, especially in these areas.
- e) A written incident report submitted to Omnitrans' Project Manager, or his/her designee, is required of all incidents. Incidents include, but are not limited to, fare evaders, homicide, assault, robbery, vandalism, bomb threats, auto theft, any injury, evacuation of any facility, trespassers, and conflicts with employees/patrons, etc.
- f) Security Incident Reports and Security Officer Daily Reports are to be reviewed daily by the Account Manager to ensure contract compliance and provided (daily) electronically to the Project Manager or his/her designee.
- g) Contractor must provide hand-held mobile communication equipment (cellular telephone) and rechargeable flashlights for each officer on duty to enable communications throughout the facility, both indoors and outdoors. Security officers must carry the issued hand-held mobile communication devices (including Agency provided security radios) on their person at all times. A security officer shall be able to summons law enforcement within thirty (30) seconds after the officer determines he/she needs assistance. A service credit may be applied when a security officer fails to have their communication devices on their person. Communication devices are not billable to Omnitrans.
  - (1) Contractor is responsible for providing replacement bulbs and rechargeable batteries for flashlights and an adequate number of chargers for cellular telephone equipment. In addition, Contractor is responsible for providing email addresses for all locations/security stations/officers (individual officer emails and group emails by locations). This is not billable to Omnitrans.
  - (2) Contractor is responsible for maintaining the cellular telephone (one phone for each officer on duty) equipment and for providing replacements while any unit is out for repairs. This is not billable to Omnitrans.
  - (3) Contractor must provide cellular phones and relevant phone numbers to Omnitrans' Project Manager or his/her designee.
- h) Contractor is responsible for equipping each site with 20x50mm binoculars (full size), bull horn (full size with detachable microphone), handheld rechargeable spotlight, video recorder with

the required memory card, and a separate digital camera for security officer use at each security station and Contractor provided vehicle(s) (7 stations at this time). This is not billable to Omnitrans. A detailed list of equipment must be included with proposal.

- i) Contractor is responsible for equipping each security station with the necessary office equipment for security officer use. An example of this office equipment, but not limited to, is as follows: printer cartridges/ink and paper (printer provided by Omnitrans), pens, pencils, stapler, staples, hand sanitizer, disposable nitrile gloves, etc. This is not billable to Omnitrans.
- j) Contractor is responsible for providing bottled drinking water (quantity of water shall be determined by Cal OSHA's Heat Illness Regulation) at their expense for security officer consumption during the days reaching 85 degrees or more at each location/station and mobile/bicycle patrol.
- k) Contractor is responsible for providing security service for the days and hours specified. Any officer unable to work his/her shift must be replaced by Contractor before the start of the shift. No overtime shall be charged. Contractor must replace any post that is left vacant unexpectedly within 30 minutes and not charge for time not worked. A service credit may be applied under these circumstances.
- l) There may be occasions when an additional officer is required for special events which will be billed at the stated contract rate.
- m) Contractor shall maintain a 24-hour communication center for their employees and for Omnitrans to contact in the event of an emergency. Communication center phones must be immediately answered and staffed at 24/7 365 days a year. The phone number to the communication center shall be provided to the Project Manager.
- n) The Contractor will receive Omnitrans owned vehicles, equipment, (i.e. security radios), keys, electronic card keys to the building, various offices, gates, etc., as required to perform security duties. The Contractor shall issue, and account for all Omnitrans owned equipment, keys and electronic key cards issued on each shift (Contractor shall provide adequate control and accountability for Agency-owned equipment, keys and access cards). All Omnitrans owned equipment, keys and electronic key cards shall be returned each shift. A service credit may be applied in cases when a security officer fails to return Omnitrans owned equipment at the end of their shift. Each shift shall be responsible for the safety and security of all Omnitrans owned equipment, keys and/or electronic cardkeys in their possession. Contractor shall be responsible for any and all expenses related to any Agency owned vehicle repair/replacement and equipment replacement where security was found negligent in handling or safeguarding the equipment and

required door re-keying as a direct result of security officers losing keys. Contractor shall also be responsible for any and all expenses related to the replacement of lost electronic cardkeys in the form of a Service Credit. An investigation into all vehicle accidents and missing equipment must be conducted immediately by the Account Manager and the written report of the findings submitted to the Project Manager or his/her designee.

- o) The Contractor is responsible for providing rest/break periods and lunch at no cost to the Agency. Furthermore, the Contractor shall ensure that security officers do not leave the assigned post until relieved by another security officer or supervisor. Self relief is acceptable. However, if an emergency or call for service occurs during their self relief, the security officer must respond. A service credit may be applied if an officer leaves post before their relief arrives or if they do not receive their break/lunch period as outlined.
- p) During emergency operations, which may include but are not limited to earthquakes, or other acts of nature, civil unrest, terrorism, etc., security officers may be diverted by the Project Manager or their designee from their normal assignment to meet emergency situations or special duty assignments. The Contractor shall make available to Omnitrans, all vehicles, equipment, officers (including flex officers), and supervisory resources, allocated to this contract, for emergency purposes upon notification by the Project Manager. The Contractor shall be responsible for structuring work rules in order to ensure that employees report to work, or in the event they are already at work, continue to perform their duties for emergency related operations as directed by Omnitrans. Compensation for expenses incurred during the emergency for additional posts beyond those established immediately prior to the emergency will be reimbursed by Omnitrans as outlined by the scope of work.
- q) The Contractor shall establish a program of comprehensive internal audits of the contract deliverables, security operating procedures, post orders, organizational elements, equipment, procedures and functions for security related activities and requirements, as articulated in the Contract with Omnitrans every six months. The Contractor shall identify the findings no later than 15 days after the audit. In addition to the audit findings, a comprehensive report shall be completed and specify all corrective measures to be undertaken by the Contractor as well as a time deadline for correction and a plan for follow-up to ensure adherence. This audit shall be conducted by personnel from the Contractor's corporate office and shall not include the Account Manager or local branch management. The Contractor shall deliver an Audit schedule that list the dates of the Audits and the Audit Team/Leader. The Audit is not billable to Omnitrans.

- 2) Authority
  - a) Security personnel are expected to be helpful, courteous, and professional at all times.
  - b) The primary role of the security officer is to be alert, observe, report, and be present rather than apprehend.
  - c) Security personnel shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or abuse against them or other persons in the area. In the event of physical altercations, security officers may be required to physically intervene for the protection and safety of Omnitrans staff, patrons, or visitors. This response should be considered ONLY if verbal intervention fails, but it shall be stipulated in the post orders for all assigned officers.
  - d) **The use of force shall be avoided except for personal protection or for the safety of others. Contractor will assume full liability for any use of force by their employee and any other activities not within the best interest of Omnitrans.**
  - e) **The use of arrest powers by security personnel may be required in some circumstances.**
- 3) Equipment/Personal Equipment/Visits
  - a) At no time shall assigned contract personnel use or tamper with Agency telephones, computers, or other equipment for non-Agency or personal business without prior approval by the Project Manager or his/her designee. Unauthorized use of any Agency equipment may be cause for removal of the Officer from Agency assignment and the Agency may demand a Service Credit.
  - b) Security personnel must always be diligent, vigilant, and alert and focused on their duties, and should not engage in any activity that distracts them from their responsibilities as a security officer.
  - c) Security personnel shall not be permitted to bring to their respective posts any personal items (electronic or otherwise), except equipment required for duty and food and drink to be consumed at appropriate times. No food or drink, personal belongings of any kind is allowed in the CCTV Control rooms. If an officer brings food or drink or personal belongings into these areas, Omnitrans may demand a service credit.
  - d) Security personnel are expected to display a professional image at all times while on duty. Consistent with this is the expectation that officers will be alert to their surroundings at all times while on duty and will not be engaged in any activity that distracts them. Security personnel must be instructed that personal activities, including but not limited to: watching television, listening to radios or any other audio medium, reading any material that is not job related, socializing, sleeping, telephone/cellular phone/smart phone usage, surfing the internet, leaving their post, entertaining personal

visitors, etc., are strictly forbidden and may not be engaged in while on post assignment at Omnitrans. Security officers may not smoke while in performance of their duties or on Omnitrans property/vehicles. A service credit may be applied for any officers not displaying a professional image as outlined in this section. Security officers that are found to be sleeping while on duty shall be immediately removed from the Omnitrans account.

- e) Contract Security Officers, Flex Officers, Succession Officer, or Account Manager, or any other employee employed by the Contractor may not present or identify themselves as an Omnitrans employee and/or express or interpret policies, procedures, statements, and/or opinions of Omnitrans to the media.

**C. Customer/Patron Relations**

- 1) Security Officers shall always maintain their professionalism even under stress. Hostility or aggressiveness will not be tolerated in any form. Security Officers will be expected to defuse situations that involve emotion, stress, and frustration on behalf of the customers, by responding in a polite and cordial manner.
- 2) Security Officers may contact suspicious persons, trespassers, loiterers, etc., for the purpose of stopping an illegal act, establishing identity and explanation of activity. These contacts will be conducted in a professional and courteous manner. Security Officers are expected to identify his or herself as a Security Officer for Omnitrans during the initiation of the contact. The security officer will provide his or her name if requested by any Omnitrans employee, Law Enforcement Officer or customer.
- 3) Security Officers are expected to assist customers/visitors with requests for general and bus route information. To that end, in the event the Security Officer does not know the answer to a question, it is expected the officer will make every attempt to contact the appropriate person that can provide the answer. Security officers shall not socialize with visitors.
- 4) Contractor shall be required to monitor Omnitrans' parking lot areas. Each Security Officer should be aware of Omnitrans' notification procedures and regulations related to the use of the parking lot areas. The towing of vehicles may be carried out, or cause to be carried out, by Contractor as outlined by procedure or instructed by Omnitrans' Manager of Safety and Regulatory Compliance, or his/her designee.

**D. Days and Hours of Service**

**1) General**

- a) Omnitrans understands that the numbers of hours of service may vary slightly for weekdays and weekends from one year to the next year due to when those days fall on the calendar. Omnitrans will adjust the actual hours according to that event.
- b) The number of hours for Holidays will not increase unless Omnitrans adds additional holidays.

2) ***Minimum Days and Hours of Coverage***

a) East Valley Facility

	Number of Officers Day/Evening/ Grave Shift	Hours of Coverage
Mon.-Fri.	Two/Two/One	24 hours
Saturday	One/One/One	24 hours
Sunday	One/One/One	24 hours
Holidays	One/One/One	24 hours

b) East Valley CCTV Control Center

	Number of Officers Day/Evening/ Grave Shift	Hours of Coverage
Mon.-Fri.	One/One/One	24 hours
Saturday	One/One/One	24 hours
Sunday	One/One/One	24 hours
Holidays	One/One/One	24 hours

c) sbX Green Line Stations and Park and Ride Mobile Patrol

	Number of Officers Day/Evening/ Grave Shift	Hours of Coverage
Mon.-Fri.	One/One/One	24 hours
Saturday	One/One/One	24 hours
Sunday	One/One/One	24 hours
Holidays	One/One/One	24 hours

d) San Bernardino Transit Center (CCTV Control Center/Bicycle Patrol)

	Number of Officers Day/Evening/ Grave Shift	Hours of Coverage
Mon.-Fri.	Two/Two/Two	24 hours
Saturday	Two/Two/Two	24 hours
Sunday	Two/Two/Two	24 hours
Holidays	Two/Two/Two	24 hours

e) West Valley Facility

	Number of Officers Day/Evening/Grave Shift	Hours of Coverage
Mon.-Fri.	One/One/One	24 hours
Saturday	One/One/One	24 hours
Sunday	One/One/One	24 hours
Holidays	One/One/One	24 hours

f) “T” Street Facility

	Number of Officers Day/Evening Shift	Hours of Coverage
Mon.-Fri.	None/One	12 hours
Saturday	None/One	12 hours
Sunday	None/One	12 hours
Holidays	One/One	24 hours

g) OPTIONS :

The following is planned for future expansion of the Omnitrans system. The proposer shall propose on these options. The SBTC Parking Lot (Option 1) services shall require a bicycle and the Redlands Rail (Option 2) shall require a patrol truck at no charge to Omnitrans. The bicycle and patrol truck are in addition to the one vehicle and two bicycles required in Section 4, Statement of Work, Subsection E, Vehicle Requirements – sbX Greenline Stations, Paragraph 1), and Park and Subsection F, SBTC Bicycle Patrol, Paragraph 1), and bicycle and patrol truck shall be equipped and maintained as outlined in referenced sections. Omnitrans reserves the right to add/delete officers and hours as needed.

Option 1: San Bernardino Transit Center (Parking Lot Bicycle Patrol/Rail Platforms)

	Number of Officers Day/Evening/ Grave Shift	Hours of Coverage
Mon.-Fri.	Two/Two/Two	24 hours
Saturday	Two/Two/Two	24 hours
Sunday	Two/Two/Two	24 hours
Holidays	Two/Two/Two	24 hours

Option 2: Redlands Rail Mobile Patrol and Fare Inspector

	Number of Officers Day/Evening Shift	Hours of Coverage
Mon.-Fri.	Two/Two/One	24 hours
Saturday	Two/Two/One	24 hours
Sunday	Two/Two/One	24 hours
Holidays	One/One/One	24 hours

3) ***Special Events or Emergencies***

- a) Additional security services may be required for special events or emergencies at the contracted rate(s).
- b) Contractor shall be capable of providing security officers for emergency situations within one (1) hour response time after notification by Omnitrans.

4) ***Standard shifts for Security Officers***

Eight (8) hours a day and forty (40) hours per week with the exception of the CCTV Control Center and Part Time Officers. Security Officer shifts

will be detailed at the kickoff meeting. Twelve (12) hour shifts shall not be scheduled and are only allowed if a Security Officer relief is late or is a no show. Ensure that no security personnel assigned to the Agency works more than a total of twelve (12) hours out of twenty-four (24) period (one day). Similarly, security officers with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four hour period (1 day). Security Officers must be off duty for a minimum of eight (8) hours between any two (2) work shifts.

**E. Vehicle Requirements - sbX Green Line Stations and Park**

- 1) Contractor must provide one (1) fuel efficient (eco-friendly), marked patrol extended cab pick-up truck \*, including fuel, maintenance, insurance, and its' contents at no cost to the Agency that is properly equipped, maintained, and identified to conduct mobile patrols. Vehicles must meet all pertinent federal, state, and local regulations, including valid registration and emissions controls. Patrol pick-up truck, mileage, gasoline, insurance, etc. and associated equipment is not billable to Omnitrans.

Option 2 – Provide one additional vehicle as described above.

- 2) Contractor patrol pick-up truck must be brand new at the start of the contract and properly equipped (AC/Heater, Blue Tooth, etc.). The vehicle must be replaced when it reaches 125,000 miles and/or 3 years of usage – whichever one comes first. A service credit of \$1,000 per month will be issued for every month the Contractor is out of compliance in this section.
- 3) Contractor must have a system in place for cleaning, repairing, and maintaining the patrol truck that does not impact security assignments. This system shall be outlined and turned in with the PROPOSAL. Contractor will ensure the vehicles appearance displays a professional appearance at all times (no bumper stickers, cracked windows, large scratches, dings, dents, etc.). If the assigned pick-up truck is out for maintenance, a company vehicle must be provided that has all the equipment listed below. If the assigned pick-up truck breaks down or is taken out of service due to a mechanical failure, a different Contractor vehicle shall be on site and commencing patrol within one (1) hour of when the original vehicle was taken out of service. The hour of down time is not billable to Omnitrans and a service credit may be applied if the 1 hour time is not met. Personal or company vehicles that do not meet the requirements herein shall not be used for patrolling.
- 4) The Contractor shall provide all necessary equipment for patrol of the sbX Green Line and Park and Rides. Equipment shall be professionally installed to assure a professional appearance is maintained with the patrol truck. The pick-up truck shall be equipped with:
  - a) A secondary battery that is charged when the vehicle is running. All equipment that is not factory original to the truck shall be wired to the second battery.

- b) Security Contractor Logo and professional lettering that identifies the vehicle as Transit Security and (Transit Security shall be on the front of the vehicle, driver and passenger side – tailgate shall have reflective chevron striping with Transit Security) states in case of emergency contact 911. Draft proof of the design shall be submitted to Omnitrans Project Manager for approval.
- c) Roof top mounted emergency led light bar (yellow flashing lights, front spot, and alley lights)
- d) External Public Address System
- e) GPS System (will track vehicle location, speed, idle time, and weekly reports will be provided to Omnitrans and reviewed at the Account Manager's weekly meeting)
- f) Decal with Omnitrans logo on/near driver and passenger side doors representing Omnitrans. Logo, design, and location must be approved by Omnitrans (Magnetic decals are not acceptable). At the end of the contract – all Omnitrans logos must be removed from the truck and returned to Omnitrans.
- g) Driver and Passenger Side Door Spotlight (mounted to vehicle)
- h) 12 Volt Portable Spot Light
- i) Rechargeable 12 volt flashlight with vehicle charger. This full size flashlight shall be a rechargeable Maglite or approved equal (security or law enforcement quality only).
- j) Five (5) pound ABC Fire Extinguisher (Contractor is responsible for servicing the extinguisher annually and conducting monthly extinguisher inspection as required by regulation.)
- k) Industrial First Aid Kit (Contractor is responsible for replacing kit contents as they expire)
- l) 36" Traffic Cones (10) each
- m) Traffic A Frames Barricade with Flashing Yellow Barricade Light (3) each
- n) Cellular Phone with tethering to laptop, camera, texting, GPS Tracking, and email capabilities with blue tooth and car charger
- o) Yellow scene management ("SECURITY") tape (3) rolls
- p) Blanket
- q) Locking cross bed diamond plate aluminum truck tool box
- r) Tool kit (hammer, pliers, screwdrivers (multiple sizes – flat and Phillips head), utility knife, channel locks, scissors, allen wrenches, tape measure, duct tape, and gloves, etc.)
- s) Portable vehicle battery jump start kit
- t) Portable 12 volt tire inflate pump
- u) Three (3) 12 volt – hard wired power outlets located inside cab of truck

- v) 5W Halogen Map Light with color lenses.
  - w) Laptop Computer (tablets are not acceptable) with appropriate Microsoft Office Suite for emails and word processing capabilities for Daily Activity Reports, Incident Reports, etc. Lap top must be equipped with computer light.
  - x) Laptop Computer Mount
  - y) Push Bumper
  - z) Two (2) Power Inverter (12V DC to 120V AC) (one (1) for cab of truck and one (1) inside truck tool box).
  - aa) Dash Camera with Remote Lapel Microphone
  - bb) Automatic External Defibrillator (AED) (Contractor is responsible for having an AED program and for maintaining the AED, replacing the battery, pads, etc. as needed. Contractor shall assure proper physician oversight and that all officers assigned to the patrol truck are properly trained.) The Contractors AED program shall be outlined and turned in with the PROPOSAL.
- 5) 24 Hour Mobile Patrol Duties: In addition to the duties listed in Section 3, Specifications, Subsection B, Training and Job Function, Paragraph.5, specific patrol duties may include those listed below, but are not limited to:
- a) Respond to the safety and security needs of Omnitrans
  - b) Patrol, monitor, and respond to calls for service for the 15.7-mile sbX Green Line corridor that spans between San Bernardino and Loma Linda and the 16 art inspired stations as well as four park and ride facilities and San Bernardino Transit Center. Including optional Redlands Rail.
  - c) Handle calls of vandalism, fare evasion (on and off bus/train), unruly passengers (on and off bus/train), theft, assist with traffic accidents/traffic control (city streets, parking lots, San Bernardino Transit Center, and park and ride), etc.
  - d) Enforce trespass laws on rail right of ways, at stations and park and rides, ask violators to leave the premises and contact law enforcement for assistance in removing uncooperative individuals.
  - e) Enforce Omnitrans parking regulations and tow privately owned vehicles at park and rides and other Agency properties as directed.
  - f) Patrol Security Officers will park the patrol truck at each station and park and ride and perform a foot patrol to check parking lots, platform areas, restroom areas, and other areas as directed by Omnitrans.
  - g) Investigate suspicious activities, vehicles, packages, and persons.
  - h) Respond to call for medical aid and provide assistance until emergency services personnel arrive.
  - i) Liaison with law enforcement when reportable crimes occur on Agency property.

- j) Report abandoned vehicles at stations, platform, and park and rides.
- k) Mobile patrol officers shall spend most of their time along the corridor and are not to be used for courier, administrative or “gopher” duties (i.e. picking up checks, retrieving/purchasing supplies, picking up/taking home Contractor employees, etc.). A service credit may be applied for these occurrences.

**F. San Bernardino Transit Center Bicycle Patrol**

- 1) Contractor must provide two (2) marked security patrol bicycles\* (mountain bikes that can be operated in the rain) and its’ accessories at no cost to the Agency that is properly equipped, maintained, and identified to conduct mobile patrols.

\* Option 1 – Provide one additional bicycle as described above.

- 2) Bicycles must be law enforcement quality (i.e. Fuji, Trek, or an approved equal) mountain bikes and meet all pertinent federal, state, and local regulations.
- 3) Bicycles must be brand new at the start of the contract and properly maintained. The bicycles must be replaced every 2 years of usage. A service credit of \$500.00 per month will be issued for every month the contractor is out of compliance in this section.
- 4) The bicycles must be serviced at least bi-annually (every 6 months) or when required by a professional bicycle repair/maintenance shop and by certified bicycle mechanics.
- 5) Contractor must have a system in place for cleaning, repairing, and maintaining the bicycles that does not impact security assignments. Contractor shall be able to repair minor bicycle issues on the spot within an hour (i.e. fixing flat tires, chain derailments, etc.). This repair system shall be outlined and turned in with the PROPOSAL. Contractor will ensure the bicycle appearance displays a professional image at all times (no stickers, scratches, dings, dent, etc.). If the assigned bicycle(s) is out for maintenance, a like bicycle must be provided that has all the equipment listed below. Personal or company bicycles that do not meet the requirements herein shall not be used for patrolling. The bicycles and attached equipment are not billable to Omnitrans.
- 6) The Contractor shall provide all necessary equipment for the patrol bicycles. The bicycles shall be equipped with:
  - a) C3 Sports MaxPatrol-600 Bike Light w/ Amber emergency light and taillight or approved equal.
  - b) Transit Security in professional lettering placed on bicycle frame.
  - c) Water bottle holder (individual water bottle must be provided to each assigned bicycle patrol officer)
  - d) Kickstand
  - e) Speedometer/Odometer/GPS System (will track bicycle location/speed/idle time and weekly reports will be provided to the

Project Manager and reviewed at the Account Manager's weekly meeting)

- f) Trunk Bag and Rear Rack with Security adhered to both sides of the trunk bag
- g) HolsterLight flashlight holder
- h) Bicycle Repair Tool Kit
- i) Bicycle Pump (to be stored of frame or in trunk bag)
- j) Bicycle Floor Pump
- k) Mini First Aid Kit (Contractor is responsible for replacing kit contents as they expire or are used)
- l) Inner Tube Patch Kits
- m) (4) Spare Bicycle Tire Tubes (Contractor shall always keep a minimum of 4 spare tubes on hand at all times)
- n) Bicycle Helmets (white only)
- o) Yellow scene management ("SECURITY") tape
- p) Bicycle Lock
- q) Scorpion Micro DV Bike Video Camera and Audio Recorder or approved equal
- r) Tool kit (pliers, screwdrivers (flat and Phillips head in one), utility knife, channel locks, scissors, allen wrenches, tape measure, duct tape, and gloves, etc.)

**G. Account Manager/Supervision**

- 1) The Contractor shall provide telephone number(s) for Supervisors, Account Manager, Succession Officer, and Executive Staff and designees, where he/she can be reached 24 hours a day via phone or text and shall call/text back within 15 minutes of originating call. A service credit may be applied when the Contractor does not return a call/text within the designated time. Contractor must provide supervision as required below:
  - a) Account Manager – Contractor must assign a full time experienced (7+ years of progressive security and/or law enforcement experience), dedicated, **salaried** Account Manager with a strong management background, supervisor skills, excellent communicator and capable of interfacing with Omnitrans Management.
  - b) The Account Manager will have decision making authority of the Contractor and will be responsible for all recruiting, scheduling, Human Resources, payroll, invoicing, contract compliance, security program development & implementation, and other areas assigned by Omnitrans.
  - c) The Account Manager will be responsible for conducting security inspections, investigations, assisting in the Agency key control, CCTV, and Card Access programs, reviewing CCTV video footage, and having a roll in the Inland Valley Emergency Communication Service amateur (ham) radio group, and other duties assigned by Omnitrans.

- d) The Account Manager shall make an effort to ensure ALL written documents (i.e. emails, reports, investigation findings, etc.) turned into Omnitrans are checked for spelling, punctuation, grammar, and arithmetic errors.
- e) Account Manager shall receive a full comprehensive benefits package (medical, dental, and vision coverage), be on an annual bonus program, and receive automobile reimbursement (i.e. car allowance, company car, mileage reimbursement) for traversing Agency sites, sbX and rail stations, and park and rides. The benefits shall commence on the first day of the first full calendar month following the date of hire.
- f) Furthermore, higher-level managers shall support the Account Manager (if the Account Manager is unable to meet the contract requirements due to work load, (i.e. walking post, investigations, Omnitrans security requirements, training, etc.) a higher level manager shall ensure assistance is provided by other company personnel. This assistance is not billable to Omnitrans.).
- g) The Account Manager shall have access to company resources, such as a company credit card (minimum monthly credit limit of \$1,500.00), electronic data bases and other automated systems necessary to uphold the contract.
- h) The Account Manager shall dress in business professional attire (men must wear a tie).
- i) The Account Manager's time, benefits, bonus, and automobile reimbursement is not billable to the Agency.
- j) The Account Manager is considered "key personnel" and it is expected that there is no change to the Account Manager position during the initial first two (2) years of this contract. The only exception to this requirement shall be:
  - 1) If the proposed individual resigns from the Contractor's employment and leaves their organization
  - 2) The Contractor, with advanced approval from Omnitrans, proposes a personnel change that provides to Omnitrans a stronger, more experienced Account Manager
  - 3) The personnel change is at the request of Omnitrans. Key personnel change for any other reason shall be subject to a "service credit" of \$10,000.
- b) Since the Account Manager position is considered "key personnel," a succession plan must be developed and updated quarterly or as required. The plan shall be a process for identifying and developing internal people within the Omnitrans account with the potential to fill in for this key position. The identified Succession Officer shall be trained to assist the Account Manager with their duties and fill in for the Account Manager when he/she is away (medical appointments, medical leave, sick day(s), day off, time off, vacation, jury duty, training, etc.). The Succession Officer shall be paid at least 50% more than a regular officer assigned to the account (based on what the contingent of officers is making per hour)

and have all of the required training of the Account Manager. The 50% more pay, training, and other items are not billable to Omnitrans. While the Succession Officer is working as the Account Manager, the Succession Officer shall receive account manager wages and mileage reimbursement and this time is not billable to Omnitrans.

- c) Account Manager shall be provided with a laptop computer. Account Manager and Succession Officer shall be provided with business cards, Smart Phone (with GPS, high resolution camera, email, texting, and tethering to a laptop capabilities). Business cards, laptop and smart phones are not billable to Omnitrans.
- d) Account Manager and Succession Officer (one each) shall be provided with a Yaesu, Kenwood, or approved equal multi-band, VHF/UHF handheld amateur ham radio transceiver. The ham radio shall be programmed to local repeaters that can be utilized in the event of an emergency. The ham radio(s) and programming cost is not billable to Omnitrans.
- e) Account Manager and Succession Officer shall be a member of the local chapter of the American Society for Industrial Security (ASIS) and should make every effort to attend the monthly meetings. The ASIS membership and meeting fees is not billable to Omnitrans.
- f) The Account Manager shall not work post more than 12 hours a week (this includes when the Succession Officer is working as Account Manager). In the event the Account Manager has to work a post – the time the Account Manager is working a post is non-billable. A Service Credit may be applied if the Account Manager works a post more than 12 hours a week.
- g) Account Manager and Succession Officer shall be trained in all required training as stated in Section 3, Specifications, Subsection B, Training and Job Functions B, Paragraph 2). In addition, the Account Manager and Succession Officer shall be trained in the following:
  - 1) Wicklander-Zulawski & Associates Interview and Interrogation (Intermediate and Advanced)
  - 2) Computer training in Excel, Microsoft Word, and PowerPoint
  - 3) Certified First Aid, CPR (Infant, Child, and Adult), and AED Trainer for American Red Cross or approved equal,
  - 4) Technician Class (or better) Amateur Radio License (ham radio),
  - 5) Federal Emergency Management Agency National Incident Management System (NIMS) – ICS-100 and IS 700,
  - 6) Introduction to the Standardized Emergency Management System (SEMS),
  - 7) ICS for Single Resources (IS-200),
  - 8) Community Emergency Response Team (20 hours),
  - 9) Certified Security Cyclist Instructor - International Police Mountain Bike Association

- 10) Other training will be required by Omnitrans. This training shall not exceed \$2,000.00 per year for the Account Manager and Succession Officer. The money that is not used one year shall be added to the next year. This training and the time the Account Manager/Succession Officer is away at training is not billable to the Agency.
- h) Account Manager shall be responsible for submitting monthly reports, compiling and disseminating statistical data and analysis for such items as number of crimes occurring on Agency property/vehicles, parking tickets issued, number of text-a-tips received, incident/issues tracking by location, incident reports and other statistical information as requested by Omnitrans.
- i) The Account Manager shall develop Key Performance Indicators (KPI's) and Benchmarks. The KPI's and Benchmarks shall have quantified metrics based on this RFP that clearly link to the objectives of Omnitrans security requirements. The KPI's and benchmarks that are selected shall allow Omnitrans to monitor the performance of the Contractor. They will be approved by the Project Manager at the onset of the contract and updated/submitted to Omnitrans monthly. Suggested KPIs and Benchmarks shall be submitted as part of this RFP.
- j) The Account Manager shall be responsible for developing and updating a Business Continuity Plan (BCP)/disaster plan on a quarterly basis or as needed. The BCP/disaster plan shall describe how Omnitrans and the Contractor will be impacted in the event of a natural or man-made incident. The BCP/disaster plan shall detail how the Contractor will implement the plan and the deployment of services.
- k) The Account Manager shall be responsible for developing and maintaining a CCTV Control Room Plan. This plan shall be developed with methodologies and strategies for the Contractor to train and ensure CCTV control security officers are detecting criminal acts, policy/procedure violations, and suspicious persons/packages. Metrics on this plan shall be developed and listed as a KPI/Benchmark.
- l) The Account Manager shall be responsible for developing and maintaining a Quality Assurance Plan(s). The Plan(s) shall include, but are not limited to:
  1. An inspection system covering all deliverables and requirements per this Scope of Work. The system shall identify the activities to be inspected on both a scheduled and unscheduled basis. How often and in what manner will the inspections be conducted, and the name/position of inspection personnel.
  2. Corrective action procedures that will be used by the Contractor to respond to, and correct deficiencies in service identified by the Project Manager.
- m) Account Manager shall be responsible for providing accurate monthly comprehensive written reports and data (including graphs and charts) to Omnitrans for the purpose of tracking crime, incidents, developing

security response to incidents, evaluating the quality and deployment of security services. In order to meet this requirement:

1. Monday – Friday, At 7:30 AM, Account Manager must meet with the Project Manager or his/her designee to report on the previous day's activities and coordinate the day's security efforts and/or as modified.
  2. The Account Manager shall collect and compile performance data, daily activity reports data, incident report data, and other appropriate information as specified by the Project Manager or his/her designee and as detailed herein. This information shall be categorized and provided to Omnitrans in a Monthly Management Report to clearly depict the activities and performance of each security station/post or assignment. The data is to be used by Omnitrans for analyzing the Contractor's performance and quality of service provided and will further be used by the Contractor to produce monthly reports detailing performance standards.
- n) Ensure that supervision of the officers assigned to Omnitrans, is available during all hours in which the service is required.
- o) Make at least three (3) unannounced checks (one (1) per shift) of security services at each post and mobile patrol each week. One (1) additional unannounced check of security services per week is mandatory for each event in which an officer failed to perform their required duties. The Contractor will initiate these mandatory additional checks on their own and advise the Project Manager when they have been completed. During these checks, supervision will ensure the security stations and CCTV control rooms are neat and clean, security officer appearance is acceptable and in the proper uniform as outlined herein, post orders are being followed, and if the officer has received proper training. In addition, supervision must ensure that the Security Officer has their company ID card, Guard Card (Temporary Guard Cards are not acceptable) and CPR/First Aid/AED Card on their person and they are valid. Contractor must complete a written report for each inspection. Contractor is required to forward a copy of the inspection report to the Project Manager or his/her designee weekly for review.
- p) Review Incident Reports and Security Officer Daily Reports every day and other normal issues with the on-duty officer when making any on-site supervisorial visits.
- q) Ensure that security stations, CCTV Control Centers, and, Omnitrans owned vehicles that security utilizes, mobile patrol pick-up truck are kept neat and clean at all times.
- r) Ensure that Officers are performing the requirements as contained herein.
1. Ensure no security officer, flex officer, or field supervisor assigned to Omnitrans is working under the influence of illegal drugs or alcohol or having any detectable amount of illegal drugs in their blood stream.
  2. Ensure no security officer, flex officer, or field supervisor assigned to Omnitrans is working under the influence or prescribed or over the counter medications which may affect job performance

- s) Participate in the IVECS weekly amateur (ham) radio nets and other training/exercises, security related training, exercises and skill evaluations as requested by Omnitrans.
- t) Assist in maintaining the Agency security equipment (CCTV, Card Access, and electronic key boxes/key database).
- u) Attend weekly update meetings with the Project Manager or his/her designee. Agenda for meetings and meeting minutes will be provided by the Account Manager. This meeting will be used to review contract compliance, security officers concerns, program progress and operational and administrative concerns relative to this project. The Account Manager's supervisor must attend this meeting at least twice a month or when requested by Omnitrans. The Contractor's Executive Management representative (i.e. Vice President for the area or above) shall attend this meeting quarterly or when requested by Omnitrans.
- v) Conduct monthly Security Inspections and quarterly Threat and Vulnerability Assessments of all sites. Inspections shall be in writing and provided to the Project Manager or his/her designee with five (5) days of inspection. Inspections forms shall be developed by the Contractor and final acceptance shall be provided by the Project Manager. Failure of conducting these inspections as outlined may result in a service credit.
- w) Investigate incidents/issues as requested by the Project Manager or his/her designee. Investigations shall be immediate and conducted in accordance with Wicklander-Zulawski guidelines/standards and documented. Investigations shall begin immediately after the incident and include reviewing of video surveillance cameras and providing copies of video and investigation write-up to the Project Manager or his/her designee within one (1) day of completion. Failure for not starting an investigation immediately may result in a service credit.
- x) Account Manager Deliverables (in addition to what is outlined in the RFP):
  - a. Security Officer Deployment Schedule – Weekly
  - b. Monthly Management/Activity Report – Monthly
  - c. Statistical Report – Monthly
  - d. Security Officer Staffing Model – Monthly
  - e. Quality Assurance Plan – Quarterly
  - f. Security Inspections – Monthly
  - g. Threat and Vulnerability Assessments - Quarterly
  - h. CCTV Video Request Report (Facility, Rail, & San Bernardino Transit Center) – Monthly
  - i. Security Incident/ Breaches Report – Monthly
  - j. Security Officer Training Report – Monthly
  - k. Security Officer Statistics – Monthly

- l. First Aid Kit Inventory – Monthly
- m. Crime Analysis - Monthly
- n. Field Inspections – Weekly
- o. Incident Tracking (all sites) – Monthly
- p. Uniform Inspection Program Report - Monthly

**H. Plans/Programs**

- 1) Once a contract is awarded, the Contractor shall submit at a minimum thirty (30) day transition plan for implementation. This plan shall include tasks, time frames, and procedures for a cold start transition. The plan will include individuals assigned to the transition team with current contact information, telephone numbers and email addresses.
- 2) Contractor shall describe in detail all benefits offered to employees by position (including Account Manager/Succession Officer). If there are costs to the employee for the benefits – the cost must be included in the description. Include bonus program, mileage reimbursement/car allowances, health care (medical, dental, vision, etc.) insurance, life insurance, holiday pay, vacation, and any other benefits offered. Employee benefits are not billable to the Agency. This information shall be submitted with the PROPOSAL.
- 3) Contractor shall have at least two (2) specific incentive and recognition programs for employees assigned to Omnitrans. In addition, Contractor shall participate in National Security Officer Appreciation Week (third week in September). The Contractor shall provide an outline explaining how these programs work, type of recognition received, and who manages them (include how the Security Officers, Flex Offices, Succession Officer, and Account Manager is recognized during National Security Officer Appreciation Week). Employee incentive, recognition programs and costs associated with National Security Officer Appreciation Week are not billable to the Agency.
- 4) Contractor must submit a complete training program with the training as outlined with the PROPOSAL.
- 5) The Contractor must have a progressive disciplinary action program to address issuance of absences, tardiness, not following orders, sleeping on the job, not wearing proper uniform, customer complaints, abandoning post, etc. Contractor must submit a complete progressive disciplinary action program with their proposal.
- 6) The Contractor must have a Uniform Inspection Program in place for random uniform inspections of all personnel that will be working at Omnitrans. Uniform Inspection Program must be submitted to Omnitrans with their proposal. The Account Manager shall turn in monthly inspection results to the Project Manager.

**I. Service Credit**

- 1) If at any time Contractor fails to provide any service as agreed, Contractor shall issue a “service credit” to Omnitrans. A “service credit” for each

incident shall be calculated using a minimum of one (1) completed security officer work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the Project Manager or his/her designee. A Service credit shall be given in addition to any deduction for hours not worked.

- 2) Contractor may be considered in default of the contract under any one or more of the following situations as listed here or stated elsewhere in the contract. Omnitrans may demand a Service Credit for each violation. This list is used for example purposes only and does not limit what constitutes a violation of the contract and when a service credit may be demanded:
- a) Use of security officers(s) who do not possess a valid guard registration card issued by the State of California or other required certification as outlined.
  - b) Submission of inaccurate or falsified invoices, tour verification reports, incident report, or shift activity reports.
  - c) Involvement in or attempting any fraudulent or illegal act against the Agency by an employee of the Contractor, whether or not he or she is considered "on duty" by the Contractor.
  - d) Failure of Contractor to remove a particular employee from performing on the contract at the Agency request.
  - e) Failure of Contractor to maintain licenses and permits as required by any governmental agency to perform the services as agreed in this contract.
  - f) Being under the influence of illegal drugs or alcohol or having any detectable amount of illegal drugs in a Contractor's employee's blood stream.
  - g) Being under the influence of prescribed medication that may affect job performance.
  - h) Abandoning post.
  - i) Failure to adhere to Omnitrans policies and procedures, post orders, etc.
  - j) Failure of a Security Officer adhering to the uniform standards.
  - k) A Security Officer listening to music, watching, TV, smoking, etc. while on duty.

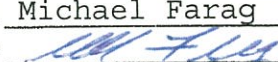
**\*End Scope of Work\***

ATTACHMENT B - PRICING SECURITY SERVICES, HRS17-03		
	Hourly Rates	Annual Total
Base Year 1	\$20.58	\$1,264,147.08
Base Year 2	\$21.58	\$1,325,573.08
Base Year 3	\$23.28	\$1,429,997.28
<b>Base Year Subtotal</b>		<b>\$4,019,717.44</b>
Option Year 1	\$24.78	\$1,522,136.28
Option Year 2	\$25.28	\$1,552,849.28
<b>5-YR BASE total</b>		<b>\$7,094,703.00</b>
Option 1 SBTC Parking Lot		
Base Year 1	\$19.78	\$346,545.60
Base Year 2	\$21.58	\$378,081.60
Base Year 3	\$23.28	\$407,865.60
<b>Base Year Subtotal</b>		<b>\$1,132,492.80</b>
Option Year 1	\$24.58	\$430,641.60
Option Year 2	\$25.28	\$442,905.60
<b>5-YR Option 1 total</b>		<b>\$2,006,040.00</b>
Option 2 Redlands Rail		
Option Year 1	\$24.58	\$323,128.68
Option Year 2	\$25.28	\$332,330.88
<b>Option 2 total</b>		<b>\$655,459.56</b>

Option Years and Options 1 and 2 may be added to the contract at Omnitrans' discretion. This will be done by amendment.

**CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

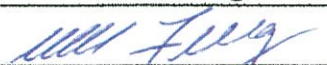
Company	City of San Bernardino
Address	300 N. D Street
City, ST, Zip	San Bernardino, CA 92418
Fax/Phone Numbers	909-384-5609 cardillo_jo@sbc.org
Contact Name/Title	Sgt. Cardillo
Type of Engagement	Security Guard and Patrol, City Facilities/Buildings, Metrolink, Feldheym Library City Parks, Animal Control, SANBAG depot/Amtrak, Carousel Mall Security
Company	Foothill Transit
Address	El Monte Transit Facility Santa Anita Ave
City, ST, Zip	El Monte, CA
Fax/Phone Numbers	800-743-3463 isoltero@foothilltransit.org
Contact Name/Title	Isabel Soltero
Type of Engagement	Unarmed guards control ingress/egress and rule enforcement of the transit facility
Company	Playa Vista
Address	6200 Playa Vista
City, ST, Zip	Los Angeles, CA 90094
Fax/Phone Numbers	323-449-8823 warren.magness@fsresidential.com
Contact Name/Title	Warren Magness
Type of Engagement	Security Patrol 24X7, ingress/egress residential communities
Company	Whole Foods Market
Address	18700 Ventura Blvd.
City, ST, Zip	Tarzana, CA 91356
Fax/Phone Numbers	323-855-7692 george.khoury@wholefoods.com
Contact Name/Title	George Khoury
Type of Engagement	Security Services for 57 stores (3,760 hrs per week)
Company	Orchard Supply Hardware
Address	650 Via Del Oro
City, ST, Zip	San Jose, CA 95119
Fax/Phone Numbers	408-705-5608 dave.brightly@gordmans.com
Contact Name/Title	David Brightly
Type of Engagement	Security & Loss Prevention, 94 Stores, 1300 hrs week
Bidder's Company Name	Platinum Security Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	11300 W. Olympic Blvd., Suite 900
City, ST, Zip	Los Angeles, CA 90064
Phone Number	800-777-6205
Fax Number	310-207-1390
E-Mail	mfarag@platinumsecurity.com
Federal Employer Identification Number	20-0860762
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Michael Farag
Date Signed and Authorized Signature	 8-2-16



**NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	Platinum Security Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	11300 W. Olympic Blvd., Suite 900
City, ST, Zip	Los Angeles, CA 90064
Phone Number	800-777-6205
Fax Number	310-207-1390
E-Mail	mfarag@platinumsecurity.com
Federal Employer Identification Number	20-0860762
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Michael Farag
Date Signed and Authorized Signature	 7/29/16



### DECLARATION OF NON-COLLUSION (REQUIRED)

*Submit this form with the BID, failure to do so is grounds for disqualification.*

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name Platinum Security Inc.  
(corp./partnership/sole proprietor) Corporation  
Principle Office Address 11300 W. Olympic Blvd., Suite 900  
City, ST, Zip Los Angeles, CA 90064  
Phone Number 800-777-6205  
Fax Number 310-207-1390  
E-mail Number mfarag@platinumsecurity.com  
Federal Employer I.D. Number 20-0860762  
Title of Person Authorized to Sign President  
Print Name Authorized to Sign Michael Farag  
Authorized Signature   
Date Signed 7/29/16

**LIST OF SUBCONTRACTORS AND DBES (REQUIRED >½ OF 1% SHARE OF BID)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company Resolution Services CL# 1789128  
Address 31441 Santa Margarita Pkwy, Ste 259  
City, ST, Zip Rancho Santa Margarita, CA 92688  
Phone Number 949-207-3366 x 2 Fax Number \_\_\_\_\_  
Contact Name/Title Greg Sedia - Owner  
Type of Engagement Background checks / Drug Testing  
Type of work to be performed Background checks / Drug Testing  
Dollar value of participation \_\_\_\_\_ DBE qualified? Yes ☒ No ☐

Company American Bike Patrol Service CL# \_\_\_\_\_  
Address 944 N. Azusa Ave  
City, ST, Zip Covina, CA 91722  
Phone Number 626-488-2421 Fax Number \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_  
Type of work to be performed Bike Training and maintenance  
Dollar value of participation \_\_\_\_\_ DBE qualified? Yes ☐ No ☒

Company Protective Services Training Academy CL# \_\_\_\_\_  
Address 4322 Wilshire Blvd., Suite 101  
City, ST, Zip Los Angeles, CA 90010  
Phone Number 323-879-9848 Fax Number \_\_\_\_\_  
Contact Name/Title David Spencer, Owner  
Type of Engagement Security training  
Type of work to be performed \_\_\_\_\_  
Dollar value of participation \_\_\_\_\_ DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars \_\_\_\_\_ % of Total Contract \_\_\_\_\_

Bidder's Company Name Platinum Security Inc.  
Legal Structure (corp./partner/proprietor) Corporation  
Principle Office Address 11300 W. Olympic Blvd., Suite 900  
City, ST, Zip Los Angeles, CA 90064  
Phone Number 800-777-6205  
Fax Number 310-207-1390  
E-Mail mfarag@platinumsecurity.com  
Federal Employer Identification Number 20-0860762  
Title of Person Authorized to Sign President  
Print Name of Person Authorized to Sign Michael Farag

Date Signed and Authorized Signature [Signature] 8/2/16  
DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)



**OMNITRANS**  
**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Section 2200 *et seq.*)**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed 

Titled President

Firm Platinum Security

Date July 27, 2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

ITEM # \_\_\_\_\_ F3 \_\_\_\_\_

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT**

**FORM MOTION**

Authorize the CEO/General Manager to award Contract ITS17-17 to Infobond, Inc. of Fremont, CA, for the provision of a Next Generation Firewall Replacement (NGFW) for a three (3) year base period beginning November 2016 and ending November 2019, in the amount of \$66,496, and the authority to exercise two (2) single year options tied to the Consumer Price Index (CPI), extending the contract to no later than November 2021, totaling \$111,765, plus a ten percent contingency of \$11,177, for a total not-to-exceed amount of \$122,942, should all options be exercised.

**BACKGROUND**

On July 6, 2016, the Board of Directors approved award of Contract ITS16-93 to Level 3 Communications, LLC to increase Omnitrans' internet speed from 10Mbps to 100Mbps. In an effort to support the increased internet speed and protect Omnitrans' network, Omnitrans solicited bids to upgrade the existing firewall with a Next Generation Firewall (NGFW) solution. A NGFW is an integrated network platform that combines a traditional firewall with other network device filtering functions such as application firewall, the use of in-line deep packet inspection and an intrusion prevention system.

The NGFW will be utilized at Omnitrans' East Valley, West Valley, I-Street, Feron, and San Bernardino Transit Center locations and shall include hardware, software, support and training.

On August 3, 2016, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-ITS17-17 for a NGFW to replace and consolidate Omnitrans' current internet access and security components. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Three (3) proposals were received by the September 22, 2016 deadline, and all were deemed responsive and responsible.

The following firms were evaluated in accordance with the selection criteria included in the RFP and are ranked from highest score to lowest score:

Selection Criteria	Total Points Possible	Infobond, Inc.	SIGMAnet, Inc.	Digital Scepter
Qualifications/ Experience	20	15.67	17.33	16.67
NGFW Functionality and Capabilities	30	22.20	24.50	25.00
Overall Understanding	30	25.50	24.50	21.50
<b>Technical Score</b>	<b>80</b>	<b>63.37</b>	<b>66.33</b>	<b>63.17</b>
Cost/Price	20	20.00	9.96	9.32
<b>Totals</b>	<b>100</b>	<b>83.37</b>	<b>76.29</b>	<b>72.49</b>

All firms were within the competitive range and invited to submit Best and Final Offers (BAFO's). Digital Scepter reduced their price by \$41,584.

Selection Criteria	Total Points Possible	Infobond, Inc.	Digital Scepter	SIGMAnet, Inc.
Technical Total	80	63.37	63.17	66.33
BAFO Cost/ Price	20	20.00	13.16	9.96
<b>Final Total Score</b>	<b>100</b>	<b>83.37</b>	<b>76.33</b>	<b>76.29</b>

Infobond, Inc. scored the highest and proposed the lowest pricing. During the solicitation process, Infobond, Inc. submitted a request for the FortiGate firewall to be an approved equal to the Palo Alto solution. Staff evaluated the technical specifications and found that the FortiGate firewall met the technical requirements as outlined in the solicitation and deemed it to be an approved equal.

The Independent Cost Estimate (ICE) of \$124,322 for the three year base period was consistent with the Palo Alto proposed solutions. Infobond's proposed Fortigate solution is significantly lower than the ICE, saving Omnitrans nearly \$60,000 over the life of the contract. Pricing is deemed fair and reasonable due to the approved equal brand proposed.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

### **FUNDING SOURCE**

The cost associated with this procurement is budgeted in the Information Technology Department's Capital Budget as follows:

<b>FUNDING</b>	<b>GRANT #</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
FTA	CA-90-Z112	2014	IT Firewall	D1422025F	\$ 98,354
Prop 1B	Prop 1B	2014	IT Firewall	D1422025B	\$ 24,588
<b>Total</b>					<b>\$122,942</b>

\_\_\_\_\_ Verification of Funding Sources and Availability of Funds.  
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 5 – Technology Optimization.

### **CONCLUSION**

By proceeding with this award, Omnitrans will support increased internet speeds and protect the Agency's network.

PSG:JMS:KT



## CONTRACT AGREEMENT

between

Infobond, Inc.  
877 Corporate Way  
Fremont, CA 94539

(hereinafter "CONTRACTOR")  
Telephone: (510) 490-9522  
Fax: (510) 490-1679  
Email: [wyragui@infobond.com](mailto:wyragui@infobond.com)

And

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
(hereinafter "OMNITRANS")

### CONTRACT DOCUMENTS

**CONTRACT NO. ITS17-17**

### **NEXT GENERATION FIREWALL REPLACEMENT**

Contract Amount: \$66,496

#### Omnitrans Project Manager:

Name: Harry Morck  
Title: Network Administrator  
Telephone: (909) 379-7286  
Email: [harry.morck@omnitrans.org](mailto:harry.morck@omnitrans.org)

#### Contract Administrator:

Name: Krystal Turner  
Title: Contract Administrator  
Telephone: (909) 379-7202  
Email: [krystal.turner@omnitrans.org](mailto:krystal.turner@omnitrans.org)



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#### ATTACHMENTS:

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

ATTACHMENT D - FORMS

This Agreement is made and entered into as of this \_\_\_\_\_ day of November, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Infobond, Inc. (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

### **1. SCOPE OF WORK**

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

### **2. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through November \_\_\_\_\_, 2019 unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from November \_\_\_\_, 2020 through November \_\_\_\_, 2021, which period encompasses the Initial Term and the Option Year 1 and Option Year 2.

### **3. CONTRACT OPTIONS**

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
  - 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
  - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

### **4. COMPENSATION**

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Sixty Six Thousand, Four Hundred Ninety Six Dollars (\$66,496), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15<sup>th</sup> of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Accounts Payable

[Accountspayable@omnitrans.org](mailto:Accountspayable@omnitrans.org)

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
  - Invoice number
  - Description of delivery
  - Delivery Date
  - Total quantity delivered
  - Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

## C. TITLE

- a. Title shall pass to Omnitrans at the time of payment.
- b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.
- c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.
- d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
- e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

## 6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

## 7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Krystal Turner

To CONTRACTOR:

Infobond, inc.  
877 Corporate Way  
Fremont, CA 94539  
Attn: Jo Davalos

## **8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES**

### **A. OMNITRANS' Project Manager**

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Harry Morck.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
  1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
  2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
  3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

**B. Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
William Yragui	Account Manager
Jo Davalos	Contract Administrator
Rick Wiley	Network Engineering

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

**9. DISPUTE RESOLUTION**

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## **10. TERMINATION FOR CONVENIENCE**

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## **11. TERMINATION FOR BREACH OF AGREEMENT**

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractor's Name and Address	Work to Be Performed
N/A	

## 14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay

all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

## **15. INSURANCE**

### **A. INSURANCE REQUIREMENTS**

#### **1) General Requirements for Contractor**

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

#### **2) Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **3) Other Insurance Provisions**

##### **a. Commercial General Liability and Automobile Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**c. Care, Custody, and Control**

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

**4) Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

**5) Verification of Coverage**

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including

endorsements affecting the coverage required by these specifications.

- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## **16. INDEMNITY**

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **17. REVISIONS IN SCOPE OF WORK**

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

## **18. RIGHTS IN TECHNICAL DATA**

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **19. OWNERSHIP OF REPORTS AND DOCUMENTS**

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

## **20. OWNERSHIP RIGHTS**

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

## **21. WORK FOR HIRE**

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

## **22. SUBMITTAL OF CLAIMS BY CONTRACTOR**

CONTRACTOR shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

## **23. EQUAL OPPORTUNITY**

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

## **24. STANDARD OF PERFORMANCE**

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of Performance” for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

## **25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES**

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

## **26. DISQUALIFYING POLITICAL CONTRIBUTIONS**

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

## **27. COMPLIANCE WITH LAW**

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

## **28. COMPLIANCE WITH LOBBYING POLICIES**

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS

in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## **29. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## **30. WAIVER/INVALIDITY**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

### **31. FORCE MAJEURE**

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

### **32. CONFIDENTIALITY**

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

### **33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC**

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

**34. GOVERNING LAW**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

**35. MODIFICATIONS TO AGREEMENT**

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

**36. LICENSING, PERMITS AND INSPECTION COSTS**

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

**37. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-ITS17-17 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated September 21, 2016.

**38. ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

INFOBOND, INC.

\_\_\_\_\_  
P. SCOTT GRAHAM  
CEO/General Manager

\_\_\_\_\_  
WILLIAM YRAGUI  
President

\_\_\_\_\_  
DATE

Federal Tax I.D. No. 94-321-0161

DP\_\_\_\_  
CM\_\_\_\_

ATTACHMENT A – SCOPE OF WORK  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

**I. PURPOSE**

Contractor shall provide seven (7) Next Generation Firewall (NGFW) solutions that will replace and consolidate Omnitrans' outdated internet access and security components. The NGFW solutions will be utilized at Omnitrans' main data center and five remote sites.

Omnitrans Main Data Center  
1700 W. 5<sup>th</sup> Street  
San Bernardino, CA 92411

**II. OMNITRANS' CURRENT ARCHITECTURE**

1. Omnitrans Internet architecture is a redundant network infrastructure that comprises one primary site and five remote sites. The inbound and outbound internet traffic at both sites flows through the following devices:
  - a. Cisco border routers
  - b. Juniper firewalls
  - c. IPS appliances
  - d. Packet shaping appliances
  - e. VPN Concentrators
  - f. URL Filtering Servers
  - g. Antivirus/Anti-malware servers
2. Contractor shall provide two (2) NGFW appliances at our main data center to be configured in HA mode and one NGFW appliance at each site to replace and consolidate the aforementioned items a. through d. The NGFW appliance must also possess functionalities of items e. through g. for future upgrades. The solution will also include a Panorama management virtual appliance to centrally manage all NGFW's.

**III. SPECIFICATIONS/ SCOPE OF SERVICES – OVERVIEW**

1. The NGFW appliances will be Palo Alto Networks, Model PA-3020, Fortinet FortiGate, Model 900D, Cisco ASA, Model 5555-X, or equivalent at our main datacenter and Palo Alto Networks, Model PA-200, Fortinet FortiGate, Model 60E, or Cisco ASA, Model 5506-X60E at each of our five (5) remote locations. Three (3) years support shall be included.

ATTACHMENT A – SCOPE OF WORK  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

2. To fulfill Omnitrans' requirement, the Respondent will deliver a solution that thoroughly demonstrates the following essential functions and capabilities:
  - a. Identify applications regardless of port, protocol, evasive techniques, or SSL encryption.
  - b. Identify and control applications used to circumvent security control.
  - c. Identify and control applications sharing the same connection.
  - d. Identify and control the use of SSH.
  - e. Provide visibility of and granular, policy-based control over applications, including individual functions.
  - f. Accurately identify users and subsequently use identity information as an attribute for policy control.
  - g. Systematically identify and control unknown traffic.
  - h. Provide real-time protection against a wide array of threats, including those operating at the application layer.
  - i. Integrate, not just combine, traditional firewall and network intrusion prevention capabilities.
  - j. With application control fully activated, provide multi-gigabit, in-line deployments with negligible performance degradation.
  - k. Provide simple and ease of management to network security, including log correlation and reporting.
  - l. Provide fine-grained policy-based traffic shaping.
  - m. Enable application visibility and control for remote users.

#### **IV. DATACENTER NGFW DETAILED SPECIFICATION/ REQUIREMENTS**

##### **1. Hardware Specifications**

The hardware specifications are as follows:

- a. 2 Gbps firewall throughput with application identification enabled
- b. 1 Gbps threat prevention throughput
- c. 500 Mbps IPSec VPN throughput
- d. 250,000 max sessions
- e. 50,000 new sessions per second
- f. 1,000 IPSec VPN tunnels/tunnel interfaces
- g. 1,000 SSL VPN Users
- h. 1,000 SSL decrypt sessions
- i. 100 SSL inbound certificates
- j. 10 Virtual routers
- k. 1/6 Virtual systems (base/max)
- l. 40 Security zones
- m. 2,500 Max number of policies

ATTACHMENT A – SCOPE OF WORK  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

- n. 10,000 Address objects
- o. 2,000 Fully Qualified Domain Names (FQDN)
- p. 12 10/100/1000 Mbps Copper Interfaces
- q. 8 Gbps SFP Interfaces
- r. 2 10/100/1000 Mbps High Availability Interfaces
- s. 1 10/100/1000 Mbps Out-of-Band management Interface
- t. 1 RJ-45 Console port
- u. 2 AC Power Supplies (Redundant)

2. Application Identification

- a. Identify applications irrespective of port, protocol, evasive characteristic, or encryption signature-based application classification.
- b. Application protocol decoding:
  - i. Apply additional context-based signatures to detect other applications tunneling inside a protocol
  - ii. Identify individual functions within an application (i.e. file sharing)
  - iii. Identify file types and contents within an application
  - iv. Validate that traffic conforms to the protocol specification
  - v. Support NAT traversal and dynamic ports opening for applications such as VoIP or FTP
  - vi. Decrypt SSL and SSH protocols to identify applications
  - vii. Application classification via heuristic analysis
  - viii. Support for unknown and custom applications
- c. User Identification  
Policy-based visibility and control of applications through transparent user identification with:
  - i. Active Directory
  - ii. LDAP
  - iii. eDirectory
  - iv. Citrix
  - v. Microsoft Terminal Services
  - vi. HTTP
  - vii. XML API
  - viii. Control non-Windows hosts via web-based authentication

ATTACHMENT A – SCOPE OF WORK  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

- d. Threat Management
  - i. Dedicated, built-in signature and anomaly based IPS engine
  - ii. Application operating system vulnerability exploit protection
  - iii. Stream-based malware protection against viruses, spyware, Bots, worms, Trojans
  - iv. Leverages SSL decryption to block malware embedded in SSL traffic
  - v. Drive-by downloads threat protection
  - vi. Buffer overflows and port scans protection
  - vii. Fragmentation packet protection
  - viii. Reconnaissance scan protection
  - ix. Denial of Service (DoS) protection
  - x. Distributed Denial of Service (DDoS) protection
  - xi. Custom user-defined signatures support
  - xii. Identify and analyze targeted and unknown malware
  - xiii. Automated analysis of unknown files for malicious behaviors
  - xiv. Forensic analysis and protection for newly discovered malware
- e. URL Filtering
  - i. Fully integrated local URL filtering database
  - ii. Dynamic cloud-based URL filtering in addition to local database
  - iii. Custom block pages and URL categories
  - iv. Policy control can be tied to enterprise directory services via User Identification integration
- f. File and Data Filtering
  - i. File blocking by type using deep payload inspection
  - ii. Control the transfer of sensitive data patterns within application content or attachments such as:
    - 1) Credit cards
    - 2) Social security numbers
  - iii. Control the file transfer functionality within an individual application
- g. Policy Control
  - i. Policy-based control over applications, users, and content
  - ii. Secure application enablement with fine-grained policy enforcement:
    - 1) Allow or deny

ATTACHMENT A – SCOPE OF WORK  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

- 2) Allow based on schedule, users, or groups
  - 3) Allow certain application functions such as file transfer within instant messaging
  - 4) Apply traffic shaping through QoS
  - 5) Allow, but scan for viruses and other threats
  - 6) Decrypt and inspect
  - 7) Apply policy-based forwarding
  - 8) Any combination of the above
- iii. Create policy control lists with application filters using a wide range of criteria including:
- 1) Category
  - 2) Subcategory
  - 3) Underlying technology
  - 4) File transfer capabilities
  - 5) Known vulnerabilities
  - 6) Ability to evade detection
  - 7) Propensity to consume bandwidth
  - 8) Malware transmission/propagation
- iv. Stop threats and unauthorized file/data transfer such as:
- 1) Antivirus and antispyware policies applied to webmail applications
  - 2) IPS policies applied to database traffic
  - 3) Data filtering profiles applied to file transfer within instant messaging
- v. Flexible, policy-based control over web usage such as:
- 1) Deny access to malware and hacking sites for all users, yet allow access to users that belong to the security group
  - 2) Allow access to streaming media category , but apply QoS to control bandwidth consumption
  - 3) Prevent file download/upload for URL categories that represent higher risk
  - 4) Apply SSL decryption policies that allow encrypted access to finance and shopping categories but decrypt and inspects traffic to all other categories

ATTACHMENT A – SCOPE OF WORK  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

- vi. Quality of Service (QoS):
  - 1) Guaranteed, maximum and priority bandwidth control
  - 2) Policy-based traffic shaping by physical interfaces, IPSec VPN tunnels, applications, users, source, destination, etc.
  - 3) Per policy diffserv marking
  - 4) Real-time bandwidth monitor
  
- vii. Networking:
  - 1) OSPF, RIP, BGP, Static
  - 2) Policy-based forwarding
  - 3) Multicast: PIM-SM, PIM-SSM, IGMP v1, v2, and v3
  - 4) Layer 2, Layer 3, Tap mode, Virtual Wire mode
  - 5) Physical interfaces mapped to Virtual Wires
  - 6) 802.1q VLAN tagging (Layer 2, Layer 3)
  - 7) Aggregate Interfaces (802.3ad)
  - 8) NAT/PAT
  - 9) DHCP Relay, Server, and Static
  - 10) IPV6-capable
  - 11) PPPoE support
  - 12) Jumbo frames support
  
- viii. High Availability:
  - 1) Active/Active, Active/Passive high availability modes
  - 2) Path and interfaces monitoring failure detection
  
- ix. Virtual Private Network (VPN):
  - 1) IPSec site to site VPN:
  - 2) Manual Key Exchange, IKE v1
  - 3) 3DES, AES, (128-bit, 192-bit, 256-bit) encryption
  - 4) MD5, SHA1, SHA-256, SHA-384, SHA-512 authentication
  - 5) Remote access VPN:
  - 6) Transport: IPSec , SSL
  - 7) LDAP, RADIUS, SecurID, Kerberos, and local database authentication
  - 8) Client OS support: MAC OS X, Windows XP, Windows Vista (32/64 bit), Windows 7 (32/64 bit), Apple iOS

ATTACHMENT A – SCOPE OF WORK  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

- x. Management and Reporting
  - 1) Integrated web interface, CLI, or central management
  - 2) Graphical summary of applications, URL categories, threats and data
  - 3) View, filter, export traffic, threat, URL, and data filtering logs
  - 4) Traffic analysis
  - 5) Fully customizable reporting
  - 6) Fine-grained control over administrative access
  - 7) Netflow support
  - 8) Syslog, SNMP v2/v3
  - 9) XML-based REST API
  - 10) Remote sites (PA-200, 60E or 5506-X) NGFW Detailed Specification / Requirements

**V. REMOTE SITES NGFW DETAILED SPECIFICATION/ REQUIREMENTS**

**1. Hardware Specifications**

The hardware specifications are as follows:

- a. 100 Mbps firewall throughput with application identification enabled
- b. 50 Mbps threat prevention throughput
- c. 500 Mbps IPSec VPN throughput
- d. 64,000 max sessions
- e. 1,000 new sessions per second
- f. 25 IPSec VPN tunnels/tunnel interfaces
- g. 25 SSL VPN Users
- h. 1,000 SSL decrypt sessions
- i. 25 SSL inbound certificates
- j. 3 Virtual routers
- k. 1/6 Virtual systems (base/max)
- l. 10 Security zones
- m. 250 Max number of policies
- n. 10,000 Address objects
- o. 2,000 Fully Qualified Domain Names (FQDN)
- p. 4 10/100/1000 Mbps Copper Interfaces
- q. 1 10/100/1000 Mbps Out-of-Band management Interface
- r. 1 RJ-45 Console port
- s. 1 40w Power Supply

ATTACHMENT A – SCOPE OF WORK  
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NEXT GENERATION FIREWALL REPLACEMENT

2. Application Identification

- a. Identify applications irrespective of port, protocol, evasive characteristic, or encryption Signature-based application classification
- b. Application protocol decoding:
  - i. Apply additional context-based signatures to detect other applications tunneling inside a protocol
  - ii. Identify individual functions within an application (i.e. file sharing)
  - iii. Identify file types and contents within an application
  - iv. Validate that traffic conforms to the protocol specification
  - v. Support NAT traversal and dynamic ports opening for applications such as VoIP or FTP
  - vi. Decrypt SSL and SSH protocols to identify applications
  - vii. Application classification via heuristic analysis
  - viii. Support for unknown and custom applications
- c. User Identification  
Policy-based visibility and control of applications through transparent user identification with:
  - i. Active Directory
  - ii. LDAP
  - iii. eDirectory
  - iv. Citrix
  - v. Microsoft Terminal Services
  - vi. HTTP
  - vii. XML API
  - viii. Control non-Windows hosts via web-based authentication
- d. Threat Management
  - i. Dedicated, built-in signature and anomaly based IPS engine
  - ii. Application, operating system vulnerability exploit protection
  - iii. Stream-based malware protection against viruses, spyware, Bots, worms, Trojans
  - iv. Leverages SSL decryption to block malware embedded in SSL traffic
  - v. Drive-by downloads threat protection
  - vi. Buffer overflows and port scans protection
  - vii. Fragmentation packet protection
  - viii. Reconnaissance scan protection

ATTACHMENT A – SCOPE OF WORK  
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NEXT GENERATION FIREWALL REPLACEMENT

- ix. Denial of Service (DoS) protectionRFP-ER-245409 Specification/Scope of Services Next Generation Firewall Appliances Page 12
  - x. Distributed Denial of Service (DDoS) protection
  - xi. Custom user-defined signatures support
  - xii. Identify and analyze targeted and unknown malware
  - xiii. Automated analysis of unknown files for malicious behaviors
  - xiv. Forensic analysis and protection for newly discovered malware
- e. URL Filtering
- i. Fully integrated local URL filtering database
  - ii. Dynamic cloud-based URL filtering in addition to local database
  - iii. Custom block pages and URL categories
  - iv. Policy control can be tied to enterprise directory services via User Identification integration
- f. File and Data Filtering
- i. File blocking by type using deep payload inspection
  - ii. Control the transfer of sensitive data patterns within application content or attachments such as:
    - 1. Credit cards
    - 2. Social security numbers
  - iii. Control the file transfer functionality within an individual application
- g. Policy Control:
- i. Policy-based control over applications, users, and content
  - ii. Secure application enablement with fine-grained policy enforcement:
    - 1. Allow or deny
    - 2. Allow based on schedule, users, or groups
    - 3. Allow certain application functions such as file transfer within instant messaging
    - 4. Apply traffic shaping through QoS
    - 5. Allow, but scan for viruses and other threats
    - 6. Decrypt and inspect
    - 7. Apply policy-based forwarding
    - 8. Any combination of the above
  - iii. Create policy control lists with application filters using a wide range of criteria including:
    - 1. Category

ATTACHMENT A – SCOPE OF WORK  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

2. Subcategory
  3. Underlying technology
  4. File transfer capabilities
  5. Known vulnerabilities
  6. Ability to evade detection
  7. Propensity to consume bandwidth
  8. Malware transmission/propagation
- iv. Stop threats and unauthorized file/data transfer such as:
1. Antivirus and antispymware policies applied to webmail applications
  2. IPS policies applied to database traffic
  3. Data filtering profiles applied to file transfer within instant messaging
- v. Flexible, policy-based control over web usage such as:
1. Deny access to malware and hacking sites for all users, yet allow access to users that belong to the security group
  2. Allow access to streaming media category , but apply QoS to control bandwidth consumption
  3. Prevent file download/upload for URL categories that represent higher risk
  4. Apply SSL decryption policies that allow encrypted access to finance and shopping categories but decrypt and inspects traffic to all other categories
- vi. Quality of Service (QoS):
1. Guaranteed, maximum and priority bandwidth control
  2. Policy-based traffic shaping by physical interfaces, IPSec VPN tunnels, applications, users, source, destination, etc.
  3. Per policy diffserv marking
  4. Real-time bandwidth monitor
- vii. Networking:
1. OSPF, RIP, BGP, Static
  2. Policy-based forwarding
  3. Multicast: PIM-SM, PIM-SSM, IGMP v1, v2, and v3
  4. Layer 2, Layer 3, Tap mode, Virtual Wire mode
  5. Physical interfaces mapped to Virtual Wires
  6. 802.1q VLAN tagging (Layer 2, Layer 3)

ATTACHMENT A – SCOPE OF WORK  
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NEXT GENERATION FIREWALL REPLACEMENT

7. Aggregate Interfaces (802.3ad)
  8. NAT/PAT
  9. DHCP Relay, Server, and Static
  10. IPV6-capable
  11. PPPoE support
  12. Jumbo frames support
- viii. High Availability:
1. Active/Active, Active/Passive high availability modes
  2. Path and interfaces monitoring failure detection
- ix. Virtual Private Network (VPN):
- IPSec site to site VPN:
1. Manual Key Exchange, IKE v1
  2. 3DES, AES, (128-bit, 192-bit, 256-bit) encryption
  3. MD5, SHA1, SHA-256, SHA-384, SHA-512 authentication
- Remote access VPN:
1. Transport: IPSec , SSL
  2. LDAP, RADIUS, SecurID, Kerberos, and local database authentication
  3. Client OS support: MAC OS X, Windows XP, Windows Vista (32/64 bit), Windows 7 (32/64 bit), Apple iOS
- x. Management and Reporting
1. Integrated web interface, CLI, or central management
  2. Graphical summary of applications, URL categories, threats and data
  3. View, filter, export traffic, threat, URL, and data filtering logs
  4. Traffic analysis
  5. Fully customizable reporting
  6. Fine-grained control over administrative access
  7. Netflow support
  8. Syslog, SNMP v2/v3
  9. XML-based REST API

ATTACHMENT A – SCOPE OF WORK  
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NEXT GENERATION FIREWALL REPLACEMENT

**VI. SECURITY MANAGEMENT SOLUTION FOR NGFW DETAILED SPECIFICATION/ REQUIREMENTS**

Virtual Appliance with the following capabilities:

1. Deploy corporate policies centrally to be used in conjunction with local policies for maximum flexibility.
2. Delegate appropriate levels of administrative control at the device level or globally with role-based management.
3. Group devices into logical, hierarchical device groups for greater management flexibility.
4. Utilize template stacks for easy device and network configuration.
5. Easily import existing device configurations into Panorama. **VISIBILITY AND SECURITY:**
6. Automatically correlate indicators of threats for improved visibility and confirmation of compromised hosts across your network.
7. Centrally analyze, investigate and report on network traffic, security incidents and administrative modifications.
8. View a highly customizable graphical summary of applications, users, content, and security threats.
9. Generate actionable, customizable reports to view application and threat traffic, SaaS usage, and user behavior across your configuration.
10. Manufacture based training for up to 8 technicians

## **ATTACHMENT B**

### **REGULATORY REQUIREMENTS**

**THESE REGULATORY REQUIREMENTS APPLY TO THE  
FOLLOWING CONTRACTS**

- |                 |   |
|-----------------|---|
| <b>ITEM #F3</b> | <b>CONTRACT ITS17-17, NEXT GENERATION<br/>FIREWALL REPLACEMENT</b>                              |
| <b>ITEM #F4</b> | <b>CONTRACTS MNT17-01 (A-J), REBUILT<br/>PARTS AND SERVICES</b>                                 |
| <b>ITEM #F5</b> | <b>CONTRACT MNT17-05, STANDBY<br/>GENERATOR AND AUTOMATIC TRANSFER<br/>SWITCH (ATS) SERVICE</b> |
| <b>ITEM #F6</b> | <b>CONTRACTS MNT17-24 (A-D), JOHN DEERE<br/>BUS PARTS II</b>                                    |

# **Attachment B**

## **REGULATORY REQUIREMENT**

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## **REGULATORY REQUIREMENTS**

**\* Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

### **RR-01**

#### **ADMINISTRATIVE CODE \***

##### **A. Applicability**

This Article applies to all contracts.

##### **B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code**

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

##### **C. Campaign Contributions**

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

### **RR-02**

#### **DISCRIMINATION \***

##### **A. Applicability**

This Article applies to all contracts.

- B. In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

#### **RR-03**

##### **WHISTLEBLOWER REQUIREMENTS \***

###### **A. Applicability**

This Article applies to all contracts.

- B. Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

#### **RR-04**

##### **PUBLIC RECORDS ACT \***

###### **A. Applicability**

This Article applies to all contracts.

- B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C. In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney's fees in connection with any such action.

## **RR-05**

### **ACCESS TO RECORDS \***

#### **A. Applicability**

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

## **RR-06**

### **FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES\***

#### **A. Applicability**

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and

revised March 18, 2013 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Omnitrans and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively “Federal Requirements”. These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

#### **RR-07**

#### **ENERGY CONSERVATION REQUIREMENTS**

##### **A. Applicability**

This Article applies to all federally funded contracts.

- B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

#### **RR-08**

#### **CIVIL RIGHTS REQUIREMENTS \***

##### **A. Applicability**

This Article applies to all federally funded contracts.

- B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

**RR-09**

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES \***

**A. Applicability**

This Article applies to all federally funded contracts.

- B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

**RR-10**

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS \***

**A. Applicability**

This Article applies to all federally funded contracts.

- B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

## **RR-11**

### **SUSPENSION AND DEBARMENT\***

#### **A. Applicability**

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **RR-12**

### **RECYCLED PRODUCTS**

#### **A. Applicability**

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **RR-13**

### **CLEAN WATER AND CLEAN AIR REQUIREMENTS\***

#### **A. Applicability**

This Article applies to all federally funded contracts over \$100,000.

#### **B. CLEAN WATER REQUIREMENTS**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

#### **C. CLEAN AIR**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

- C. Contractor shall include this Article in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **RR-14**

### **COMPLIANCE WITH FEDERAL LOBBYING POLICY \***

#### **A. Applicability**

The following Article applies to federally funded contracts over \$100,000.

- B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with

non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.

## **RR-15**

### **BUY AMERICA \***

#### **A. Applicability**

The following Article applies to federally funded rolling stock purchase and construction contracts over \$100,000 and to contracts over \$100,000 for materials & supplies for steel, iron, or manufactured products.

- B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

- C. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

## **RR-16**

### **CARGO PREFERENCE\***

#### **A. Applicability**

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

#### **B. USE OF UNITED STATES FLAG VESSELS**

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **RR-17 FLY AMERICA**

### **A. Applicability**

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT \***

### **A. Applicability**

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

- B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:
1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.
  3. **Withholding for unpaid wages and liquidated damages** – Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.
  4. **Subcontracts** – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.
  5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract

for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

## **RR-19**

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26**

#### **Disadvantaged Business Enterprises**

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 8.4%.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- C. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:
  - 1. The names and addresses of DBE firms that will participate in this contract;
  - 2. A description of the work each DBE will perform;
  - 3. The dollar amount of the participation of each DBE firm participating;
  - 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  - 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  - 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (*see* 49 CFR 26.53(3)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.
- E. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

## **RR-20**

### **ADA ACCESS**

#### **A. Applicability**

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

#### **B. Access Requirements for Persons with Disabilities**

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and

5. All applicable requirements of the following regulations and any subsequent amendments thereto:
- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
  - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
  - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
  - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
  - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
  - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
  - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
  - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
  - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
  - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
  - (11) Any implementing requirements FTA may issue.

## **RR-21**

### **ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM \***

#### **A. Applicability**

This Article applies to federally funded contracts for transit operations.

**B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations**

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all “contractors” that have “covered employees” that perform “safety sensitive functions” as those terms are defined in the regulations.

**C. Certificate of Compliance**

**The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT**, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

**D. Drug and Alcohol Testing Program**

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**E. Alcohol and Drug Free Workplace Program**

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp>

**TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS \***

**A. Applicability**

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

**B. General Transit Employee Protective Requirements**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

**C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

**D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area

Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

**E. Indemnity**

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

**RR-23  
BONDING REQUIREMENTS**

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

**RR-24  
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are

incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

### **Clause Language**

#### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States

Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or

indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a

percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall

be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **RR-25**

### **PRIVACY ACT - 5 U.S.C. 552**

#### **Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

#### **Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

#### **Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,  
  
5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **RR- 26**

### **TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F**

#### **Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

#### **Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the

notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

## **RR – 27**

### **SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41**

#### **Applicability to Contracts**

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

#### **Flow Down**

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

#### **Model Clauses/Language**

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **RR-28**

### **BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F**

#### **Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

#### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Omnitrans Construction Manager.

This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by Omnitrans, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Omnitrans and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Omnitrans is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Omnitrans, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **RR-29**

### **VETERANS PREFERENCE**

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

## **END OF REGULATORY REQUIREMENTS**

ATTACHMENT C – PRICING  
ITS17-17  
NEXT GENERATION FIREWALL REPLACEMENT

Item Code	Description	Unit Of Measure	Quantity	Unit Price	*Total
FG-900D-BDL-974-36	FortiGate-900D Hardware (24x7 FortiCare & FortiGuard Enterprise Bundle)	Each	2	\$27,537.00	\$55,074.00
FG-60E-BDL-900-36	FortiGate-60E Hardware (8x5 FortiCare & FortiGuard Enterprise Bundle)	Each	5	\$ 802.00	\$ 4,010.00
FM-VM-BASE	FortiManager VM Base (Virtual)	Each	1	\$12,00.00	\$ 1,200.00
FC1-10-M3004-2548-02-36	FortiCare 24x7 Contract (1-10 devices) for FortiManager VM	Each	1	\$1,338.00	\$1,338.00
	Sales Tax @ 8.25%	Lot	1	\$4,874.43	\$4,874.00
				<b>TOTAL</b>	<b>\$66,496.00</b>

\*Base Year Pricing Only - All subsequent year pricing shall be determined in November of each year using the change (increase or decrease) of Consumer Price Index (CPI).



### BUY AMERICA CERTIFICATE (REQUIRED >\$100,000)

*Submit this form with the BID when the BID calls for:  
Steel, Iron and Manufactured Products and/or for Rolling Stock  
failure to do so is grounds for disqualification.*

**One (1) form required of each bidder having greater than a \$100,000 share of the bid.** Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☒ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.
2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	infobond, inc.
Legal Structure (corp./partner/proprietor)	corporation
Principle Office Address	877 corporate way
City, ST, Zip	fremont, ca 94539
Phone Number	510-490-9522
Fax Number	510-490-1679
E-Mail	wyragui@infobond.com
Federal Employer Identification Number	94-321-0161
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	william yragui
Date Signed and Authorized Signature	8/30/16 <i>wm. yragui</i>

(attach additional sheets as necessary to fully explain any exceptions)

Exceptions as referenced in check box number 2:

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**CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

Company	Bay Area Rapid Transit District (BART)
Address	300 Lakeside Drive
City, ST, Zip	Oakland, CA 94612
Fax/Phone Numbers	510-464-6866/
Contact Name/Title	Chris Fore/Network Engineer
Type of Engagement	Hardware Provider
Company	Bebe, Inc.
Address	400 Valley Drive
City, ST, Zip	Brisbane, CA 94005
Fax/Phone Numbers	415-657-4291/415-715-3939 fax
Contact Name/Title	Russell Findley/Infrastructure Manager
Type of Engagement	Professional Services/Hardware and Software Supplier
Company	Gymboree, Inc.
Address	500 Howard Street
City, ST, Zip	San Francisco, CA 94105
Fax/Phone Numbers	415-278-7194/415-278-7820 fax
Contact Name/Title	Doug Hayes/Network Engineer
Type of Engagement	Professional Services/Hardware and Software Supplier
Company	Harris Ranch
Address	Rural Route 1
City, ST, Zip	Coalinga, CA 93210
Fax/Phone Numbers	559-884-2435/559-884-2253
Contact Name/Title	Dean Lahodny/Network Engineer
Type of Engagement	Professional Service/Hardware and Software Supplier
Company	Golden Gate National Park Conservancy
Address	201 Fort Mason
City, ST, Zip	San Francisco, CA 94123
Fax/Phone Numbers	415-561-3007/415-561-3003 fax
Contact Name/Title	Mike Moser/IT Director
Type of Engagement	Professional Service/Hardware and Software Supplier
Bidder's Company Name	infobond, inc.
Legal Structure (corp./partner/proprietor)	corporation
Principle Office Address	877 corporate way
City, ST, Zip	Fremont, CA 94539
Phone Number	510-490-9522
Fax Number	510-490-1679
E-Mail	wyragui@infobond.com
Federal Employer Identification Number	94-321-0161
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	wm yragui
Date Signed and Authorized Signature	8/30/16 <i>wm. yragui</i>

**DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS  
(REQUIRED >\$25,000)**

*Submit this form with BID, failure to do so is grounds for disqualification.*

**One (1) form required of each bidder and subcontractor having greater than a \$25,000 share of the bid.** U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

*An explanation must be attached to this certification regarding any exception(s).*

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	<u>infobond, inc.</u>
Legal Structure (corp./partner/proprietor)	<u>corporation</u>
Select One	<input checked="" type="checkbox"/> Prime or <input type="checkbox"/> Subcontractor (submit after award)
Principle Office Address	<u>877 corporate way</u>
City, ST, Zip	<u>fremont, ca 94539</u>
Phone Number	<u>510-490-9522</u>
Fax Number	<u>510-490-1679</u>
E-Mail	<u>wyragui@infobond.com</u>
Federal Employer Identification Number	<u>943210161</u>
Title of Person Authorized to Sign	<u>president</u>
Print Name of Person Authorized to Sign	<u>wm. yragui</u>
Date Signed and Authorized Signature	<u>8/30/16 <i>wm. yragui</i></u>

**DECLARATION OF NON-COLLUSION (REQUIRED)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name	infobond, inc.
(corp./partnership/sole proprietor)	corporation
Principle Office Address	877 corporate way
City, ST, Zip	fremont, ca 94539
Phone Number	510-490-9522
Fax Number	510-490-1679
E-mail Number	wyragui@infobond.com
Federal Employer I.D. Number	943210161
Title of Person Authorized to Sign	president
Print Name Authorized to Sign	wm. yragui
Authorized Signature	<i>wm. yragui</i>
Date Signed	8/30/16

**PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

*This form must be submitted with the BID, to have it considered during BID evaluation.  
The bidder intends to utilize the following DBE contractors on this project. Signature of participating  
DBE is confirmation of willingness to participate on this project.*

Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	_____
Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	_____
Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	_____
Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	_____

(DUPLICATE THIS FORM AS REQUIRED)

**LIST OF SUBCONTRACTORS AND DBES (REQUIRED  $>\frac{1}{2}$  OF 1% SHARE OF BID)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

**One (1) form required of each bidder and proposed subcontractor having greater than  $\frac{1}{2}$  of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".**

Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes <input type="checkbox"/> No <input type="checkbox"/>
Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes <input type="checkbox"/> No <input type="checkbox"/>
Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes <input type="checkbox"/> No <input type="checkbox"/>
Total DBE participation \$0 Dollars	% of Total Contract

Bidder's Company Name	infobond, inc.
Legal Structure (corp./partner/proprietor)	corporation
Principle Office Address	877 corporate way
City, ST, Zip	fremont, ca 94539
Phone Number	510-490-9522
Fax Number	510-490-1679
E-Mail	wyragui@infobond.com
Federal Employer Identification Number	943210161
Title of Person Authorized to Sign	president
Print Name of Person Authorized to Sign	wm. yragui
Date Signed and Authorized Signature	8/30/16 <i>wm. yragui</i>

**DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)**



### NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

*Submit this form with the BID, failure to do so is grounds for disqualification.*

The Bidder certifies that it is **NOT** on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	infobond, inc.
Legal Structure (corp./partner/proprietor)	corporation
Principle Office Address	877 corporate way
City, ST, Zip	fremont, ca 94539
Phone Number	415-490-9522
Fax Number	415-490-1679
E-Mail	wyragui@infobond.com
Federal Employer Identification Number	943210161
Title of Person Authorized to Sign	president
Print Name of Person Authorized to Sign	wm. yragui
Date Signed and Authorized Signature	8/30/16 <i>wm. yragui</i>

## RESTRICTIONS ON LOBBYING (REQUIRED >\$100,000)

*Submit this form before final contract award, failure to do so is grounds for disqualification.*

One form required of **bidder** and **subcontractor** having greater than a \$100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	infobond, inc.
Legal Structure (corp./partner/proprietor)	corporation
Select One	<input checked="" type="checkbox"/> Prime or <input type="checkbox"/> Subcontractor (submit after award)
Principle Office Address	877 corporate way
City, ST, Zip	fremont, ca 94539
Phone Number	510-490-9522
Fax Number	510-490-1679
E-Mail	wyragui@infobond.com
Federal Employer Identification Number	943210161
Title of Person Authorized to Sign	president
Print Name of Person Authorized to Sign	wm. yragui
Date Signed and Authorized Signature	8/30/16 <i>wm. yragui</i>

ITEM # \_\_\_\_\_ F4

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD (BENCH) - CONTRACT MNT17-01 (A-J)  
REBUILT PARTS AND SERVICES**

### **FORM MOTION**

Authorize the CEO/General Manager to award Contracts MNT17-01 (A-J) as listed below for the provision of Rebuilt Parts and Services for a three (3) year base period beginning November 2016, in an aggregate amount of \$2,075,000, and the authority to exercise two (2) single year options tied to the Consumer Price Index (CPI) in an aggregate amount not to exceed \$1,525,000, ending no later than November, 2021, for a total aggregate not-to-exceed amount of \$3,600,000, should all options be exercised.

List of contracts for authorization:

<b>Contract No.</b>	<b>Contractor</b>
MNT17-01A	Dartco Transmission Sales and Service, Inc. of Anaheim, CA
MNT17-01B	Hydraulic Electric Component Supply, Inc. of Santee, CA
MNT17-01C	Romaine Electric Corporation of Kent, WA
MNT17-01D	TruckPro of Fontana, CA
MNT17-01E	Cummins Pacific LLC of Irvine, CA
MNT17-01F	Wayne Electric Company of Long Beach, CA
MNT17-01G	Complete Coach Works of Riverside, CA
MNT17-01H	Harbor Diesel and Equipment, Inc. of Long Beach, CA
MNT17-01I	Kirk's Automotive, Inc. of Detroit, MI
MNT17-01J	Custom Turbo Rebuilding, Inc. of Santa Fe Springs, CA

### **BACKGROUND**

Omnitrans uses rebuilt components to extend the useful life of its buses and reduce costs for major components such as air compressors, alternators, charge air coolers, transmissions and many others.

On August 3, 2016, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MNT17-01 for the provision of Rebuilt Parts and Services. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Eleven bids were received by the September 15, 2016 deadline. All bids were found to be responsive.

Option year pricing will be adjusted up or down annually in accordance with the CPI. Award is being made to the lowest responsive and responsible bidder for each part. When a rebuilt part or service is not available from the lowest bidder, Omnitrans reserves the right to order from the next lowest bidder, on an as needed basis.

There were items that bids were not received. Staff is conducting market research to identify potential sources for the non-bid items and will release a subsequent solicitation if vendors confirm availability and willingness to compete.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

### **FUNDING SOURCE**

The cost associated with this procurement is budgeted in the Maintenance Department's Operating budget as follows:

Department	1200
Expenditure Code	504010

\_\_\_\_\_ Verification of Funding Sources and Availability of Funds.  
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – This procurement supports Omnitrans' Short Range Transit Plan goal to expand, maintain and improve existing vehicles, facilities and passenger amenities.

### **CONCLUSION**

By proceeding with this award, Omnitrans will have the ability to repair and maintain Omnitrans' fleet of buses.

PSG/JMS/CVM



ATTACHMENT C

CONTRACT AGREEMENT

between

CONTRACTOR

.  
. .

(hereinafter "CONTRACTOR")

Telephone:

Fax:

Email:

And

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
(hereinafter "OMNITRANS")

CONTRACT DOCUMENTS

CONTRACT NO. MNT17-01

Rebuilt Parts and Services

**ACTUAL CONTRACT DOCUMENTS  
PROVIDED AS AGENDA SUPPLEMENT  
LINK BY EMAIL ONLY. HARD COPY  
AVAILABLE UPON REQUEST.**

Contract Amount: \$

Omnitrans Project Manager:

Name: Rick Barone  
Title: Materials Manager  
Telephone: (909) 379-7204  
Email: [rick.barone@omnitrans.org](mailto:rick.barone@omnitrans.org)

Contract Administrator:

Name: Christine Van Matre  
Title: Contract Administrator  
Telephone: (909) 379-7122  
Email: [christine.vanmatre@omnitrans.org](mailto:christine.vanmatre@omnitrans.org)



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

### **1. SCOPE OF WORK**

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

### **2. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through \_\_\_\_\_, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through \_\_\_\_\_, which period encompasses the Initial Term and the Option Years.

### **3. CONTRACT OPTIONS**

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
  - 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
  - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

### **4. COMPENSATION**

- A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.
- B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Dollars (\$ \_\_\_\_\_), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.
- C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

- D. Contractor shall hold pricing firm for the duration of the first base year contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

## 5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15<sup>th</sup> of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Accounts Payable

[Accountspayable@omnitrans.org](mailto:Accountspayable@omnitrans.org)

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

- C. TITLE

- a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

## **6. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

## **7. NOTIFICATION**

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

To CONTRACTOR:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Contract Administrator

## **8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES**

### **A. OMNITRANS' Project Manager**

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
  1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
  2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
  3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

**B. Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
<hr/>	<hr/>
<hr/>	<hr/>
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Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

**9. DISPUTE RESOLUTION**

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## **10. TERMINATION FOR CONVENIENCE**

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## **11. TERMINATION FOR BREACH OF AGREEMENT**

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **12. ASSIGNMENT**

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## **13. SUBCONTRACTING**

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

<b>Subcontractor's Name and Address</b>	<b>Work to Be Performed</b>
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## **14. INDEPENDENT CONTRACTOR**

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay

all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

## **15. INSURANCE**

### **A. INSURANCE REQUIREMENTS**

#### **1) General Requirements for Contractor**

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

#### **2) Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **3) Other Insurance Provisions**

##### **a. Commercial General Liability and Automobile Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**c. Care, Custody, and Control**

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

**4) Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

**5) Verification of Coverage**

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including

endorsements affecting the coverage required by these specifications.

- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

**6) Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**7) Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

**B. MINIMUM INSURANCE COVERAGE**

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## **16. INDEMNITY**

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **17. REVISIONS IN SCOPE OF WORK**

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

## **18. RIGHTS IN TECHNICAL DATA**

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **19. OWNERSHIP OF REPORTS AND DOCUMENTS**

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

## **20. OWNERSHIP RIGHTS**

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

## **21. WORK FOR HIRE**

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

## **22. SUBMITTAL OF CLAIMS BY CONTRACTOR**

CONTRACTOR shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

## **23. EQUAL OPPORTUNITY**

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

## **24. STANDARD OF PERFORMANCE**

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of Performance” for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

## **25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES**

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

## **26. DISQUALIFYING POLITICAL CONTRIBUTIONS**

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

## **27. COMPLIANCE WITH LAW**

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

## **28. COMPLIANCE WITH LOBBYING POLICIES**

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS

in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## **29. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## **30. WAIVER/INVALIDITY**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

### **31. FORCE MAJEURE**

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

### **32. CONFIDENTIALITY**

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

### **33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC**

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

**34. GOVERNING LAW**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

**35. MODIFICATIONS TO AGREEMENT**

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

**36. LICENSING, PERMITS AND INSPECTION COSTS**

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

**37. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated \_\_\_\_\_.

**38. ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

CONTRACTOR  
Company Name:

\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Tax I.D. No.

DP\_\_\_\_

CM\_\_\_\_

**ATTACHMENT A - SCOPE OF WORK**  
**MNT17-01**  
**REBUILT PARTS AND SERVICES**

**1. GENERAL**

Contractor shall provide repair/rebuild services on transit bus parts on an as-needed basis. There is no guarantee of usage.

**2. SUMMARY**

- A. The components for repair/rebuild services include, but are not limited to, Destination Signs, Air Compressors, Alternators, Charge Air Coolers, Connecting Rods, Cylinder Heads, Crank Shafts, Differential Drive Head Assemblies, Radiators, Starters, Steering Gear Boxes, Surge Tanks, Brake Actuators, Condenser Motor, Diversion Pumps, and Transmission Coolers.
- B. Contractor shall pick up and return parts to the following location:

Omnitrans  
1700 West 5<sup>th</sup> Street  
San Bernardino, CA 92411
- C. Omnitrans will give a minimum of twenty-four (24) hour advance notice when an order is to be processed. The Contractor shall provide all service and product lead time in writing to Omnitrans prior to service.
- D. Freight will be free on board (FOB) destination.
- E. Contractor may rebuild Omnitrans' cores or provide "off the shelf" equal quality rebuilt parts and credit Omnitrans for the cores.
- F. Contractor shall provide a quote on all items to be rebuilt or repaired before proceeding. Contractor is responsible for all freight charges. Cores deemed beyond repair shall be disposed by Contractor.

**3. MATERIAL/WORKMANSHIP**

- A. All materials for repair/rebuild of parts shall be provided by Contractor unless specified otherwise.
- B. All parts for repair/rebuild must be new, unused and of first or Original Equipment Manufacturer (OEM) quality.
- C. Workmanship shall be at least equivalent to acceptable standards practiced within the heavy vehicle repair industry.

**4. WARRANTY**

All repaired/rebuilt parts shall be warranted to be free from defects for one (1) year beginning on the date of installation or acceptance, except as specified below. Contractor shall submit their written standard limited warranty guarantee(s) for Omnitrans' review upon request.

- A. The warranty shall start from the date the equipment is returned to service after the product is installed. Omnitrans' Warranty Coordinator shall show date of installation/acceptance or proof of purchase receipt to qualify for warranty coverage.
- B. Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to Omnitrans.

**5. MINIMUM QUALIFICATION REQUIREMENTS**

Contractor shall:

- A. Have specific expertise in General Automotive Repair, Medium-Heavy Equipment repair and Heavy Transmission Repair.
- B. Have no record of unsatisfactory performance as evidenced by complaints filed with the State of California Bureau of Automotive Repairs (BAR), Omnitrans or any related local agencies.

**6. WRITTEN ESTIMATES**

Prior to any repairs being performed, Contractor shall prepare a detailed and itemized written estimate. This report shall provide an estimate of the cost and time for recommended work. The estimate will list parts, labor (hours and rate) and any miscellaneous charges (with explanation) and tax.

\*End Scope of Work\*

Attachment: Fleet Description

Year	Make	Model	FLEET DESCRIPTION		Transmission
			Series	Engine	
2001	New Flyer	C40LF	SR-674	John Deere 8.1L	Allison B400R
2001	New Flyer	C40LF	SR-709	John Deere 8.1L	Allison B400R
2003	New Flyer	C40LF	SR-813	Cummins 8.3L	ZF Trans HP-690
2005	New Flyer	C40LF	SR-842	John Deere 8.1L	ZF Trans HP-690
2009	New Flyer	C40LF	SR-1337	Cummins 8.9 ISL G	Allison B400R
2011	New Flyer	C40LF	SR-1563	Cummins 8.9 ISL G	Allison B400R
2011	New Flyer	C40LF	SR-1564	Cummins 8.9 ISL G	Voith D864.5
2012	New Flyer	XN40	SR-1677	Cummins 8.9 ISL G	Voith D864.5
2014	New Flyer	XN40	SR-1820	Cummins 8.9 ISL G	Voith D864.5
2012	New Flyer	XN60	SR-1565	Cummins 8.9 ISL G	Allison B400R
2015	New Flyer	XN40	SR-1965	Cummins 8.9 ISL G	Allison B400R
2016	New Flyer	XN40	SR-2029	Cummins ISL G	Allison B400R

ITEM #           F5          

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT17-05  
STANDBY GENERATOR AND AUTOMATIC TRANSFER SWITCH  
(ATS) SERVICE**

**FORM MOTION**

Authorize the CEO/General Manager to award Contract MNT17-05 to Global Power Group, Inc., of Lakeside, CA, for the provision of Standby Generator and Automatic Transfer Switch (ATS) Service for a three (3) year base period with two (2) single option years, ending no later than November 17, 2021, in the amount of \$80,290, a repair allowance in the amount of \$25,000, and the authority to exercise three equipment options in an amount of \$61,533, plus a ten percent contingency of \$16,682, for a total not-to-exceed amount of \$183,505 should all options be exercised.

**BACKGROUND**

The standby emergency power systems are required to backup Omnitrans' critical systems and equipment. Omnitrans currently contracts for maintenance and repair services for its standby generators and ATS at the East Valley, West Valley and I-Street facilities. The agreement is due to expire on November 17, 2016.

On August 3, 2016, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MNT17-05 for maintenance and repair services for its standby generators and ATS at the East Valley, West Valley and I-Street facilities with options for the new Compressed Natural Gas (CNG) infrastructure generators and the San Bernardino Transit Center (SBTC) generators.

Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Four bids were received by the September 6, 2016, deadline and all bids were found to be responsive.

Bids are listed below from highest to lowest:

	Duthie Power Services	Wildwood Power	Valley Power Services, Inc.	Global Power Group, Inc.
Base Years	\$79,869	\$51,750	\$51,799	\$48,174
Option Years	\$57,296	\$36,200	\$37,474	\$32,116
Option 1 – EV CNG Pipeline Generator	\$40,461	\$45,500	\$32,950	\$29,235
Option 2 – WV CNG Pipeline Generator	\$24,624	\$39,800	\$29,630	\$19,690
Option 3 - Generator at SBTC	\$17,512	\$28,200	\$15,005	\$12,608
Total	\$219,762	\$201,450	\$166,858	\$141,823

\*Options 1, 2 and 3 are for equipment that is not yet installed and will be exercised as the equipment becomes functional and warranty period ends.

Award is recommended to the lowest responsive and responsible bidder, Global Power Group, Inc., in the amount \$141,823, plus \$25,000 for parts and repairs for a total amount not to exceed \$166,823. The lowest bid is less than the Independent Cost Estimate of \$180,000 and is deemed fair and reasonable.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

### **FUNDING SOURCES**

The cost associated with this procurement is budgeted in the Maintenance Department's Operating budget as follows:

Department           1200  
Expenditure Code   505060

\_\_\_\_\_ Verification of Funding Sources and Availability of Funds.  
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – N/A

**CONCLUSION**

By approving award of this contract, Omnitrans will be able to maintain its standby emergency power systems.

PSG:JMS:CVM



## CONTRACT AGREEMENT

between

CONTRACTOR  
Global Power Group, Inc.  
12060 Woodside Avenue  
Lakeside, CA 92040  
  
(hereinafter "CONTRACTOR")  
Contact: Ed Skane  
Telephone: 619-579-1221  
Email: eskane@gpgpower.com

And

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
(hereinafter "OMNITRANS")

### CONTRACT DOCUMENTS

CONTRACT NO. MNT17-05

### Standby Generator and Automatic Transfer Switch Service

Contract Amount: \$63,174

### Omnitrans Project Manager:

Name: Mark Montgomery  
Title: Facilities Manager  
Telephone: (909) 379-7175  
Email:  
[mark.montgomery@omnitrans.org](mailto:mark.montgomery@omnitrans.org)

### Contract Administrator:

Name: Christine Van Matre  
Title: Contract Administrator  
Telephone: (909) 379-7122  
Email:  
[christine.vanmatre@omnitrans.org](mailto:christine.vanmatre@omnitrans.org)



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

ATTACHMENT D – PREVAILING WAGES

This Agreement is made and entered into as of this \_\_\_\_ day of November, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Global Power Group, Inc. (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

### **1. SCOPE OF WORK**

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

### **2. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through \_\_\_\_\_, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through \_\_\_\_\_, which period encompasses the Initial Term and the Option Years.

### 3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
  - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

### 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

Generator and ATS Services.....	\$48,174
Parts and Repair as needed.....	\$15,000

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Sixty-Three Thousand One Hundred Seventy-Four Dollars (\$63,174), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15<sup>th</sup> of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Accounts Payable

[Accountspayable@omnitrans.org](mailto:Accountspayable@omnitrans.org)

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

## C. TITLE

- a. Title shall pass to Omnitrans at the time of payment.
- b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.
- c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.
- d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
- e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

## 6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

## 7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Christine Van Matre  
Contract Administrator

To CONTRACTOR:

Global Power Group, Inc.  
3309 E. Mira Loma Avenue #104  
Anaheim, CA 92806  
Attn: Ed Skane  
General Sales Manager

## **8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES**

### **A. OMNITRANS' Project Manager**

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Mark Montgomery, Facilities Manager.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
  1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
  2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
  3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

**B. Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Ed Skane (619) 994-8581 cell	General Sales Manager
Martha Millican (619) 579-1221	Service Schedule Coordinator

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

**9. DISPUTE RESOLUTION**

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

#### **10. TERMINATION FOR CONVENIENCE**

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

#### **11. TERMINATION FOR BREACH OF AGREEMENT**

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractor's Name and Address	Work to Be Performed
N/A	

## 14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay

all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

## **15. INSURANCE**

### **A. INSURANCE REQUIREMENTS**

#### **1) General Requirements for Contractor**

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

#### **2) Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **3) Other Insurance Provisions**

##### **a. Commercial General Liability and Automobile Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**c. Care, Custody, and Control**

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

**4) Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

**5) Verification of Coverage**

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including

endorsements affecting the coverage required by these specifications.

- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

**16. INDEMNITY**

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

**17. REVISIONS IN SCOPE OF WORK**

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

**18. RIGHTS IN TECHNICAL DATA**

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **19. OWNERSHIP OF REPORTS AND DOCUMENTS**

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

## **20. OWNERSHIP RIGHTS**

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

## **21. WORK FOR HIRE**

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

## **22. SUBMITTAL OF CLAIMS BY CONTRACTOR**

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

## **23. EQUAL OPPORTUNITY**

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

## **24. STANDARD OF PERFORMANCE**

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

## **25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES**

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

## **26. DISQUALIFYING POLITICAL CONTRIBUTIONS**

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

## **27. COMPLIANCE WITH LAW**

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

## **28. COMPLIANCE WITH LOBBYING POLICIES**

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS

in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## **29. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## **30. WAIVER/INVALIDITY**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

### **31. FORCE MAJEURE**

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

### **32. CONFIDENTIALITY**

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

### **33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC**

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

**34. GOVERNING LAW**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

**35. MODIFICATIONS TO AGREEMENT**

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

**36. LICENSING, PERMITS AND INSPECTION COSTS**

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

**37. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT17-05 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 2, 2016.

**38. ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

GLOBAL POWER GROUP, INC.

\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
Ed Skane  
General Sales Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Tax I.D. No. 20-3688665

DP 

CM 

**ATTACHMENT "A" - SCOPE OF WORK**  
**MNT17-05**  
**STANDBY GENERATOR AND ATS SERVICE**

**1. INTRODUCTION**

Contractor shall provide quarterly inspection and preventative maintenance service, including load testing on standby emergency generators and 24 hour emergency repair service to both the generators and ATS for three base years and two option years in strict accordance with the scope of work.

**2. GENERAL**

- A. All materials and parts furnished to Omnitrans shall be new. No used, reconditioned or obsolete parts will be accepted.
- B. All products shall be Original Equipment Manufacturer (OEM); no substitutions will be accepted. Parts shall carry a factory warranty of not less than 90 days.
- C. All units or parts shall conform in material, design and workmanship to the best practice known in the industry.

**3. SERVICES**

A. Scheduled Preventative Maintenance Services:

- 1) Contractor shall perform generator and automatic transfer switch (ATS) preventative maintenance services and inspections to meet manufacturer specification/recommendations every ninety (90) days commencing December 2016.
- 2) Contractor shall perform annual generator and ATS preventive maintenance services and inspection every 365 days commencing December 2016.
- 3) The Contractor shall coordinate all preventative maintenance services through the Facility Manager or his designee no less than 48 hours in advance of all preventative maintenance visits.
- 4) Load Testing shall be done once per year and shall coincide with annual services.

B. Emergency Services:

- 1) The Contractor shall provide 24-hour emergency repair service, 7 days a week.
- 2) The Contractor shall respond to an emergency service call, and be at the requesting location, within 2 hours from the original time of notification.
- 3) Services shall include all parts and labor required to repair the equipment and return it to normal operation.

- C. Upon conclusion of all services, the contractor shall ensure generator is in standby mode, ready for operation and shall inform facility personnel of the status.
- D. Contractor shall advise in writing of any repairs that are necessary for the proper operation of the standby generators and ATS.

#### **4. CONTRACTOR RESPONSIBILITIES**

The basic requirements are defined as follows:

- A. Contractor shall provide all equipment, parts, and labor to complete all generator preventive maintenance, ATS preventative maintenance, annual service, annual load testing and emergency services.
- B. Contractor shall provide sufficient time to complete services in a manner consistent with that as directed by Omnitrans or detailed in the scope of work.
- C. Contractor shall coordinate services with the Facility Manager or his designee.
- D. Contractor shall check-in and checkout with the Facility Manager or his designee when servicing units.
- E. Contractor shall complete and provide a copy of vendor's service report for any visit, both scheduled and non-scheduled, and submit it to Omnitrans Facility Manager or his designee upon completion of work.
- F. Contractor and staff shall follow all Omnitrans rules and regulations when on Omnitrans' property.
- G. Contractor shall provide proper insurance coverage for the duration of the contract, naming Omnitrans as an additional insured.

#### **5. MINIMUM QUALIFICATIONS**

Contractor shall provide technicians to repair and maintain emergency generators who are certified by one or more emergency generator manufacturers, such as Onan, Generac and Kohler.

#### **6. EQUIPMENT/LOCATIONS**

##### **A. Generators:**

##### **a. East Valley Facility – 1700 W. Fifth Street, San Bernardino, CA 92411**

##### **1) Maintenance & Operations:**

- Generator: Engine & Equipment Company, Model TAD 1232GE-471M6, Serial 2021246596-FE89634/1, 350 KW, MFG Date 11/1998.
- Engine Make: Volvo Penta, Model TAD 1232GE, Serial 2120246596 533 HP, Diesel.

2) Fuel Island & Administration:

- Generator: Kohler, Model 200REOZJF, Serial SGM32BLT2, 200 KW, MFG Date 09/09/2014.
- Engine Make: John Deere, Model 6068HFG85, Serial PE6068L951621, 315 HP, Diesel, Equipped with a diesel particulate filter, Johnson Matthey, CRT.

3) OPTION 1: New CNG Plant:

Engine Make\*: TBD, Model TBD, KW 1600, Volts 277/480, 3-Phase, 4-wire Fuel – Diesel.

\* New generator set to be installed in the 1<sup>st</sup> quarter of 2017. Warranty period for this unit will end one (1) year from date of final acceptance. Maintenance Services under this contract to begin April 2017.

\*\* Installation is not a part of this contract

**b. West Valley Facility – 4748 Arrow Highway, Montclair, CA 91763**

1) Fuel Island Generator (South side of Maint. shop):

- Kohler, Model 150ROZJ, Serial 0723155, KW 160, MFG Date 01/2002.
- Engine Make: John Deere, Model 6081AF001, Serial RG6081A147930, 250HP, Diesel.

2) Maint. & Admin. Generator (Located in Bus Wash equip rm) :

- Kohler, Model 100REOZJC, Serial 2082527, KW 100, MFG Date 01/2006.
- Engine Make: John Deere, Model 4045HF275, Serial PE4045H536609, 157HP, Diesel.

3) OPTION 2: New CNG Plant:

Engine Make\*: TBD, Model TBD, KW 1000, Volts 277/480, 3-Phase, 4-wire Fuel – Diesel.

\* New generator set to be installed\*\* in the 1<sup>st</sup> quarter of 2017. Warranty period for this unit will end one (1) year from date of final acceptance. Maintenance services under this contract to begin April 2017.

\*\* Installation is not a part of this contract

**c. I-Street Facility – 234 South I-Street, San Bernardino, CA 92410**

1) Maint. & Admin. Generator:

- Kohler, Model 100REOZJF, Serial SGM328X4C, KW 100, MFG Date 01/06/2014.
- Engine Make: John Deere, Model 4045HF285, Serial PE4045L248865, 158HP, Diesel.

**d. OPTION 3: San Bernardino Transit Center – 599 West Rialto Ave, San Bernardino, CA 92410**

1) Transit Center Generator:

Engine Make\*: TBD, Model TBD, KW 250, Volts 277/480, 3-Phase, 4-wire Fuel - Diesel: (See Attachment 1; reference only to show type of generator that is being installed\*\*)

\* New generator to be installed in the 2<sup>nd</sup> quarter of 2017. Initial maintenance will be provided at substantial completion and will be for a period of twelve (12) months at which time this piece of equipment will need to be included as part of this service contract. Warranty period for this unit will be five (5) years from date of final acceptance. Maintenance Services under this contract to begin 2<sup>nd</sup> quarter 2018.

\*\* This installation is not a part of this contract

**E. Automatic Transfer Switches:**

**a. East Valley Facility – 1700 W. Fifth Street, San Bernardino, CA 92411**

- 1) M&O / ATS Make: Kohler, Model K-166341-600, Volts 480, Amps 600.
- 2) Admin / ATS Make: ASCO, Model 940, Volts 480, Amps 70.
- 3) Bay 6B / ATS Make: Kohler, Model KCS-DMVA-0260S, Volts 480, Amps 260.
- 4) Fuel Island / ATS Make: Kohler, Model KCS-DMVA-0260S, Volts 480, Amps 260.

- 5) Bus Wash / ATS Make: Kohler, Model KCS-DMVC-0400S, Volts 480, Amps 400.
- 6) OPTION 1: New CNG Plant\* / ATS Make: TBD, Model TBD, Volts 480, 2400 Amps.

\* New ATS to be installed\*\* in the 1<sup>st</sup> quarter of 2017. Warranty period for this unit will end one (1) year from date of final acceptance. Maintenance Services under this contract to begin April 2017.

\*\* Installation is not a part of this contract

**b. West Valley Facility – 4748 Arrow Highway, Montclair, CA 91763**

- 1) LCNG & Fuel Island / ATS Make: Kohler, Model GLS-166343-0260, Volts 480, Amps 260.
- 2) Maint & Ops / ATS Make: ASCO, Model D07ATSC30150N5XC, Volts 480, Amps 150.
- 3) OPTION 2: New CNG Plant\* / ATS Make: TBD, Model TBD, Volts 480, 1500 Amps.

\* New ATS to be installed\*\* in the 1<sup>st</sup> quarter of 2017. Warranty period for this unit will be one (1) year from date of final acceptance. Maintenance Service to begin April 2017.

\*\* Installation is not a part of this contract

**c. I-Street Facility – 234 South I-Street, San Bernardino, CA 92410**

Maint. & Admin / ATS Make: Kohler, Model KGS-DCTA-0800S, Volts 208, 800 Amps.

**a. OPTION 3: San Bernardino Transit Center – 599 West Rialto Ave, San Bernardino, CA 92410**

Transit Ctr / ATS Make\*: TBD, Model TBD, Volts 480, 600 Amps. (See Attachment 2; reference only to show type of ATS that is being installed)

\* New ATS to be installed\*\* in the 2<sup>nd</sup> quarter of 2017. Initial maintenance will be provided at substantial completion and will be for a period of twelve (12) months at which time this piece of equipment will need to be included as part of this service contract. Warranty period for this unit will be five (5) years from date of final acceptance. Maintenance Services under this contract to begin 2<sup>nd</sup> quarter 2018.

\*\* Installation is not a part of this contract

## **7. MAINTENANCE SCHEDULE**

### **A. Generators**

- 1) Conduct quarterly preventive maintenance in the following months:  
March  
June  
September
- 2) Conduct annual preventive maintenance in the following month:  
December
- 3) Conduct annual load test in the following month:  
December

### **A. Automatic Transfer Switches (ATS's)**

- A. Conduct quarterly load transfer test in the following months:  
March  
June  
September
- B. Conduct annual preventive maintenance in the following month:  
December

## **8. SCOPE OF WORK FOR GENERATORS**

All work must be performed to meet the specifications/recommendations of the manufacturer. The below items are examples of minimum tasks typically performed, but are not to be considered all inclusive.

### **A. Quarterly Service and Inspection**

- 1) Inspect air cleaner elements, clean as required
- 2) Inspect hoses for brittleness, cracking, and weakness. Check all hose clamps and tighten as required
- 3) Inspect fan and alternator belts for proper tension and condition. Adjust as required
- 4) Inspect batteries, cables, and lugs for tightness. Clean battery connections. Tighten as required
- 5) Inspect water heater jacket for correct operation
- 6) Inspect for radiator leaks or clogged fins. Check cooling systems; test coolant for proper operating parameters and adjust as required for safe engine operation
- 7) Inspect generator brushes and clean slip rings
- 8) Clean generator excitor and regulator. Check for loose connections

- 9) Check fuel and engine oil levels. Add oil as necessary. (Omnitrans is responsible for maintaining proper fluid levels).
- 10) Check fuel day tank (if so equipped) for proper operation
- 11) Start engine; warm it up to proper temperature and record gauge readings. Adjust RPM and check for leaks

**B. Annual Service**

- 1) Conduct engine oil analysis annually by a certified analytical laboratory service.
- 2) Drain crankcase, remove and replace oil filter with manufacturers' approved replacement; refill engine with engine oil of the proper grade and weight to meet manufacturers' recommendations (mandatory replacement)
- 3) Replace fuel filters (mandatory replacement)
- 4) Replace air filters (mandatory replacement)
- 5) Conduct engine coolant analysis annually by a certified analytical laboratory service.
- 6) Engine coolant is to be tested annually and replaced every two (2) years

**C. Load Testing**

- 1) Load test generator with a load bank large enough to simulate 80% maximum load for one (1) hour
- 2) Record all maintenance and test results and provide a copy to Omnitrans' Facility Manager

**D. Diesel Particulate Filters**

- 1) During the quarterly preventive maintenance visit, the contractor shall verify the number of cold start-ups with 30 minute idle sessions, and if at or near twenty four (24) since last visit, the contractor shall regenerate the catalyst using an external load bank to achieve manufacturer's recommended temperatures. Record time, temperature, load, and back pressure readings using manufacturer's data recorder device to verify complete regeneration.
- 2) After every six (6) months of normal engine operation, the contractor shall inspect the integrity of the filter and determine if the filter needs to be cleaned. If cleaning is required, contractor shall utilize a specialty company that specializes in cleaning of diesel particulate filters. Records shall be provided and include the following information:
  - Date
  - Filter Manufacturer and Model
  - Serial Number
  - w.g. Before Cleaning

- w.g. After Cleaning
- Thermal Cleaning (Y / N)

Note: Contractor shall allow for four (4) generator sets to be equipped with diesel particulate traps (1 currently in service at East Valley and Options 1, 2 and 3 to be installed in 2017).

## **9. SCOPE OF WORK (AUTOMATIC TRANSFER SWITCHES)**

All work must be performed to meet the specifications/recommendations of the specific automatic transfer switch manufacturer. The below items are examples of minimum tasks typically performed, but are not to be considered as being all inclusive.

### **A. Quarterly Load Transfer Test**

- 1) Conduct quarterly load transfer test using test switch provided on automatic transfer switches. Length of test shall be for thirty (30) minutes run time plus generator cool down. Alternate which automatic transfer switch is used to initiate test.
  - a. Test day(s) will be on Wednesdays starting at 5:00 a.m. and coordinated with Omnitrans' Facility Manager and the IT Department.
- 2) Record phase to phase voltage, amperage, hertz, oil pressure, water temperature, battery voltage, and any other pertinent operating conditions on generator.
- 3) Record any corrective actions taken or needed during the test.

### **B. Annual Service**

- 1) Visually inspect all cable and wire connections for signs of tracking, over heating, and insulation deterioration.
- 2) Inspect/tighten all control wiring connections.
- 3) Inspect manual switches for free movement and continuity.
- 4) Record all time delay settings and verify that the delay matches the setting.
- 5) Inspect all voltage/frequency-sensing relays. Record "as found settings" as well "as corrected settings" that require calibration.
- 6) Record and test all control relays.
- 7) Perform localized infrared scan on all cable connections, bus bar, and main contacts.
- 8) Check and record amperage readings on both normal and emergency main contacts.
- 9) Check and record frequency and millivolt drop readings on both normal and emergency main contacts.

- 10) Check and record phase to phase and phase to ground voltages on both normal and emergency.
- 11) Record engine start battery voltage while engine is at rest and cranking.
- 12) Visually inspect main and arcing contacts and arc chutes.
- 13) Burnish all open style relay and auxiliary contacts due to oxidation if necessary.
- 14) Lubricate actuator shaft, heim joints, and transfer mechanisms if necessary.
- 15) Wipe down exterior of enclosure and clean interior of any dust or dirt accumulations.
- 16) Check switch for proper transfer operation and sequencing of time delays and controls.
- 17) Record any corrective actions taken during the maintenance.

**C. Acceptable times for tasks that may disrupt power**

Any task that may disrupt power must be coordinated with and approved by Omnitrans' Project Manager.

a. East Valley:

- (1) Administration and M&O Buildings = 8:30pm – 11:30pm
- (2) Fuel Island, Bus Wash, CNG Plant = 6am – 4pm

b. West Valley:

- (1) Operations and Maintenance Buildings = 10am – 1pm
- (2) CNG Plant = 9am – 3pm

c. I-Street:

- (1) 6am – 4pm (Facility equipped with a bypass type switch)

d. San Bernardino Transit Center:

- (1) 6am – 4pm (Facility to be equipped with a bypass type switch)

**10. HAZARDOUS MATERIALS**

- 1) Contractor shall place all hazardous materials such as waste filters, waste oil, and waste coolant used in the preventative maintenance or emergency repairs of Omnitrans generator units in Omnitrans' designated containers only.
- 2) Omnitrans will be responsible for the proper disposal of all hazardous waste generated in the performance of the preventive maintenance tasks.

- 3) The content and nature of all hazardous materials shall be disclosed to the Omnitrans Facility Manager. Disposal of such hazardous material shall be coordinated with the Omnitrans Facility Manager or his designee.
- 4) MSDS Sheets shall be given to Omnitrans Facility Manager for any and all chemicals or potentially hazardous materials to be used, prior to their use.

## **11. WORKPLACE SAFETY**

The contractor shall ensure that all of his operations strictly adhere to all Federal, State, and Local safety and environmental laws and regulations. Omnitrans, in accordance with the dual employer provision, reserves the right to correct unsafe practices by the contractor's employees, or to stop work until the contractor makes the necessary corrections. In addition:

### **A. Smoking**

Omnitrans uses designated areas for smoking. Smoking is not allowed at any time in the bus yard, on or in any buildings, or by the entrances to any buildings. Smoking by employees of the contractor, or his sub-contractors, shall not create a hazardous condition for themselves, co-workers, or employees and property of Omnitrans.

### **B. Eye Protection**

- a. Per Omnitrans eye protection policy, ANSI Z87 approved eye protection shall be worn by all persons while conducting business outside the boundaries of the established "green zone". The policy also requires that eye protection be utilized if hazardous work is being conducted within the "green zone". The contractor shall ensure that all of its employees have been provided eye protection that meets the requirement.
- b. The project manager, or his designee, reserves the right to stop the contractor's work in the event that a contractor employee is in violation, and that work will remain stopped until the violation is corrected.

### **C. Vests**

- 1) Contractors and their employees working or performing services in outside work zones shall wear ANSI Class 2 Safety Vests. ANSI Class 2 Safety Vests must be worn at all times in the bus yard and in the relief vehicle locations.
- 2) Safety Vests are not required while in designated, marked with painted green borders Safety Zones on Agency property or while on sidewalks, curbs, or raised pavement.

## **12. ATTACHMENTS**

Attachment 1, Section 26 32 14, Engine Generator: Diesel and Attachment 2, Section 26 36 00, Transfer Switches are for reference purposes only and their specifications are not a part of this scope. Their purpose is to provide more detail of the types of generators and automatic transfer switches that will be

## STANDBY GENERATOR AND ATS SERVICE

added to the San Bernardino Transit Center during the duration of this project. Once their initial maintenance periods are completed, the equipment will become part of this scope and the Contractor shall provide the services as outlined in this scope of work.

**\*\*End Scope of Work\*\***

## ATTACHMENT 1

### SECTION 26 32 14 ENGINE GENERATOR: DIESEL

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Engine generator set and accessories.
- B. Related Specification Sections include but are not necessarily limited to:
  - 1. Division 00 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
  - 2. Division 01 - General Requirements.
  - 3. Section 26 05 00 - Electrical: Basic Requirements.
  - 4. Section 26 05 48 - Seismic Bracing Systems.

##### 1.2 QUALITY ASSURANCE

- A. Referenced Standards:
  - 1. Environmental Protection Agency (EPA):
    - a. 40 CFR Part 60, Subpart IIII, Protection of Environment, Standards of Performance for New Stationary Sources, Standards for Performance for Stationary Compression Ignition Internal Combustion Engines.
  - 2. National Electrical Manufacturers Association (NEMA):
    - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
    - b. MG 1, Motors and Generators.
  - 3. National Fire Protection association (NFPA):
    - a. 70, National Electrical Code (NEC):
      - 1) Article 700, Emergency Systems.
      - 2) Article 701, Legally Required Standby Systems.
      - 3) Article 702, Optional Standby Systems.
  - 4. Underwriters Laboratories, Inc. (UL):
    - a. 2200, Standard for Stationary Engine Generator Assemblies.
- B. The engine generator set manufacturer or authorized supplier is designated to have single source responsibility for the supply of all components and installation of the unit.
- C. Comply with U.S. Department of Transportation Buy America provision – Federal Transit Administration 49 U.S.C. § 5323(j); 49 C.F.R. Part 661.

##### 1.3 SYSTEM DESCRIPTION

- A. The engine generators will be used and rated for:
  - 1. Emergency power during a power outage, NFPA 70, Article 700.
  - 2. Legally required standby power during a utility power outage, NFPA 70, Article 701.
  - 3. Optional standby power during a utility power outage, NFPA 70, Article 702.

##### 1.4 SUBMITTALS

- A. Shop Drawings:
  - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
  - 2. Product technical data:
    - a. Provide submittal data for all products specified in PART 2 of this Specification Section.
    - b. See Specification Section 26 05 00 for additional requirements.
    - c. Engine/generator performance curves.

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3. Fabrication and/or layout drawings.
  - a. Dimensional plan and elevation drawings.
  - b. Wire interconnection drawings.
4. Test reports:
  - a. Factory test reports.
- B. Operation and Maintenance Manuals:
  1. See Specification Section 01 33 04 for requirements for:
    - a. The mechanics and administration of the submittal process.
    - b. The content of Operation and Maintenance Manuals.
- C. Informational Submittals:
  1. Unit installation, startup and operational statement.
  2. Field Quality Control test reports.

## **1.5 SITE CONDITIONS**

- A. Ambient air temperature:
  1. Minimum: 20 DegF.
  2. Maximum: 120 DegF.
- B. Altitude: 1050 FT above sea level.
- C. Seismic (Earthquake) forces:
  1. See Specification Section 26 05 48.

## **1.6 WARRANTY**

- A. Provide a five (5) year warranty and a one (1) year maintenance agreement for the standby generator.

## **PART 2 - PRODUCTS**

### **2.1 ACCEPTABLE MANUFACTURERS**

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
  1. Engine generator unit:
    - a. Caterpillar.
    - b. Cummins Onan.
    - c. Kohler.
  2. Silencers:
    - a. Maxim.
    - b. GT Exhaust Systems.
    - c. Nelson.
    - d. Cowl.
    - e. Hapco.
  3. Battery charger:
    - a. Manufacturer's standard.
  4. Governor:
    - a. Manufacturer's standard.
  5. Radiator:
    - a. Manufacturer's standard.
  6. Vibration isolators:
    - a. Caldyne.
    - b. Mason Inds.
    - c. Ace.
    - d. Korfund Dynamics.

7. Day tank:
  - a. Pryco.
  - b. Simplex Access Controls.
  - c. Tramont.

B. Submit request for substitution in accordance with Specification Section 01 25 13.

## 2.2 EQUIPMENT

- A. Emissions Requirements:
1. A single units emissions shall meet all Federal, State and Local government requirements, including but not limited too:
    - a. Environmental Protection Agencies (EPA) New Source Performance Standards (NSPS), 40 CFR Part 60, Subpart IIII.

## 2.3 COMPONENTS

- A. Engine Generator Unit General:
1. Diesel engine direct-connected to alternating current generator mounted on suitable rigid steel skid supports.
  2. Mount unit on skid suitable for installation on concrete foundation.
  3. Base rating on operation at rated RPM when equipped with all operating accessories.
  4. Standards: UL 2200.
- B. Engine:
1. Four-cycle, full compression ignition, single acting, solid-injection unit, either vertical or V-type pistons turbo charged with after cooling.
  2. Fuel supply: No. 2 Diesel.
  3. Removable full wet-type cylinder liners of close grained alloy iron, heat treated for proper hardness to obtain maximum life.
  4. Capable of operating at idle or light loads for extended periods of time.
- C. Injection Pumps and Valves:
1. Type not requiring adjustment in service, which may be individually removed and replaced.
  2. Individual injection pump and valve for each cylinder.
  3. Fuel injection pumps: Positive action, constant-stroke, actuated by cam driven by gears from engine crankshaft.
  4. Fuel lines between injection pumps and valves: Heavy seamless steel tubing.
  5. Flexible fuel line connectors for supply and return connections at pump.
- D. Oil Pump:
1. Gear-type lubricating oil pump to supply oil under pressure to main bearings, crank pin bearings, pistons, timing gears, camshaft bearings and valve rocker mechanism.
  2. Spray cool and lubricate pistons.
  3. Oil filters so located that lubricating oil is continuously filtered, except during periods when oil is automatically by-passed to protect vital parts when filters are clogged.
  4. Filter elements accessible and easily removable.
  5. Filter elements: Effective full flow, replaceable resin-impregnated cellulose type.
  6. Equip filter system with spring-loaded by-pass valve.
  7. Oil cooler: Water-cooled, engine-mounted.
- E. Fuel System:
1. Fuel pump: Built-in gear-type, engine-driven fuel transfer pump, capable of supplying fuel at constant pressure against head of 12 FT.
  2. Equip fuel system with replaceable fuel filter elements arranged for easy removal without breaking any fuel line connections or disturbing fuel pumps or any other part of engine.
  3. Locate all fuel filters in an accessible housing, ahead of injection pumps to thoroughly filter fuel before it reaches the pump.

4. Use no screens or filters requiring cleaning or replacement of injection pumps or valve assemblies.
- F. Governor: Fully enclosed electronic type governor with actuator capable of providing accurate speed control within 1 percent of rated speed, complete with panel-mounted electronic assembly with ramp generator and speed-sensing modules.
- G. Air Cleaners: Engine-mounted, dry type air cleaners of sufficient capacity.
- H. Electric Starting System:
  1. Sufficient capacity to crank at speed which will start engine under normal operating conditions.
  2. Controls to provide automatic cranking of engine when generator is called to start.
  3. Prevent excessive cranking which could damage cranking motor.
  4. Automatic stop controls.
  5. Starter motors with positive-engagement feature.
- I. Cooling System:
  1. Capacity for cooling engine at the specified operating conditions.
  2. Engine driven, centrifugal type water circulating pump and thermostatic valve to maintain the engine at recommended temperature level.
  3. Unit mounted radiator.
    - a. Core guard flexible duct adapter.
    - b. Site glass at top of unit.
    - c. Engine driven blower fan.
    - d. Low water level cutoff switch.
  4. Provide fan guards.
- J. Heater:
  1. Thermostatically controlled jacket water heater(s) to maintain cooling jacket at the manufacturer's recommended temperature at the specified low ambient temperature.
  2. 208 V, single phase.
- K. Silencer:
  1. Suitable type for critical silencing.
  2. Seamless, stainless steel, flexible, exhaust adapter for exhaust outlet to silencer.
- L. Engine Instruments and Controls:
  1. Engine-mounted instruments:
    - a. Oil pressure gage.
    - b. Water temperature gage.
    - c. Run time meter.
    - d. Battery voltage meter.
  2. Automatic cycle cranking and over-crank protection.
  3. Safety controls: Equip engine with automatic safety controls to shut down engine in event of low lubricating oil pressure, high jacket water temperature, overspeed or overcrank.
  4. Auxiliary control devices: Either integral with specified engine instruments, control, and safety devices or as separate devices as required to operate various signal circuits specified for remote annunciator panel.
  5. Three (3) NO auxiliary contacts for interface with louvers, fans or other miscellaneous equipment.
    - a. Contacts shall close when generator is started.
- M. Fuel Day Tank:
  1. Double wall sub-base day tank mounted underneath engine generator unit.
  2. Steel construction, top and bottom baffles, steel channel side supports, weatherproof secondary containment, rust preventive interior coating, rust proofed and finish painted exterior.

3. Tank connections: Fuel level gauge, fuel lines to generator, fill, vent, drain and pressure relief.
  4. Manual overfill protection.
  5. Low level warning with contacts for remote alarm.
    - a. Set to alarm at 50 percent of capacity.
  6. Critical low level shutoff with contacts for remote alarm.
  7. Leak detection alarm with contacts for remote alarm.
  8. Capacity: 48 HRS at full load 1470 GAL.
- N. Batteries:
1. Lead acid type.
  2. Furnish electrolyte separately for use when installation is complete and unit is ready for testing.
- O. Battery Charger:
1. Output current rating of at least 1/20th of ampere hour capacity of battery and capable of automatically switching between low rate (float) mode and high rate (equalize) mode.
  2. Solid state rectifiers, DC voltmeter and ammeter, fuse input and output, and 115 Vac input.
  3. Malfunction alarm contacts (minimum): low and high battery voltage, weak battery and charger failure.
- P. Generator:
1. Brushless, 6-pole drip-proof revolving field type with permanent magnet, 2/3 pitch stator, direct-coupled rotor, Class H insulation.
  2. Minimum continuous standby ratings:
    - a. As indicated on the Drawings substantiated by manufacturer's standard published curves and conform to NEMA MG 1 specification.
    - b. Special ratings or maximum ratings are not acceptable.
  3. Rated to serve up to 50 percent non-linear load without exceeding rated temperature rise.
  4. Minimum efficiency: 92 percent at 50 to 110 percent of nominal standby rating, less than 30 percent instantaneous voltage dip at full load and rated power factor and suitable for simultaneous operation with other future units connected in parallel.
  5. Stator and rotor: 125 DegC temperature rise with minimum Class F insulated with 100 percent epoxy impregnation and overcoat of resilient insulating material to reduce possible fungus and/or abrasive deterioration.
  6. Directly connect stator to engine flywheel housing.
  7. Drive rotor through semiflexible driving flange to ensure permanent alignment.
  8. Self ventilating with suitable blower, air inlet and outlet openings.
  9. Provide terminal box of adequate size for entrance of conduit and termination of conductors.
  10. Generator drive free from critical torsional vibration within operating range.
  11. Provide generator mounted main circuit breaker:
    - a. Solid state molded case type.
    - b. Ratings as indicated.
- Q. Voltage Regulator:
1. SCR type, to maintain 2 percent voltage regulation from 0 to full load with steady state modulation not exceeding plus 1/2 percent including cross-current compensation to provide maximum of 5 percent unbalance in kVA load sharing between this unit and possible future generators.
  2. Automatic protection against short circuits on system.
  3. Permit unit to operate at no load below rated frequency for engine start up and shut down procedures.
  4. Provide voltage level and gain controls for normal operating adjustments.
  5. Provide voltage level control with minimum range of plus or minus 5 percent from rated voltage.
  6. Mount regulator, volts per hertz type, in generator housing on suitable vibration isolators.

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R. Generator Instruments and Controls:

1. Generator mounted NEMA 1 type, illuminated vibration isolated instrument and control panel(s).
2. AC voltmeter and phase selector switch.
3. AC ammeter and phase selector switch.
4. Frequency meter.
5. Run-off-auto engine, start-stop control switch.
6. Emergency stop.
7. Run time meter.
8. Governor control rheostat.
9. Voltage level adjustment rheostat.
10. Cool down time delay 0-15 minute adjustable.
11. Cycle cranking control.
12. Minimum red shut down indicating lights as follows:
  - a. Overcrank.
  - b. Overspeed.
  - c. Low lubricating oil pressure.
  - d. High engine water temperature.
13. Minimum amber alarm indicator lights as follows:
  - a. Control switch not in auto position.
  - b. Low engine water temperature (less than 70 DegF).
  - c. Low fuel in day tank.
  - d. Day tank leak.
  - e. Battery charger malfunctioning.
  - f. Low battery voltage.
14. Minimum amber prealarm indicator lights as follows:
  - a. High engine water temperature.
  - b. Low lubricating oil pressure.
15. Common dry contact and audible alarm to indicate when one (1) or more alarm or prealarm conditions exist.

S. Vibration Isolators: Vibration system shall consist of engine and generator mount isolators with or without additional mechanical spring isolators rubber pads to control both high and low frequency vibrations between major components, sub-base and structural foundation and to provide required vibration isolation for the seismic zone of the Project.

2.4 ACCESSORIES

- A. Provide interposing relays (24 Vdc to 120 Vac) as required for interfacing with customer's 120 Vac monitoring system.
- B. Generator remote annunciator panel:
  1. Comply with NFPA 110. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition.
  2. Surface mounted NEMA 1 enclosure.
  3. Circuits:
    - a. 24 Vdc powered from starting batteries.
    - b. Verify circuit voltage to match battery voltage.
  4. Provide red and green signal lamps, buzzer, silencing switch, lamp test switch, relays, solid-state components, and engraved function identifications.
  5. Annunciator functions:
    - a. Green light "ON" to indicate generator is operating to supply power to load.
    - b. Separate red light for each shutdown or alarm condition and amber light for each prealarm condition and common buzzer with silence/ acknowledge switch.
    - c. Shut down indicating lights as follows:
      - 1) Overcrank.

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- 2) Overspeed.
- 3) Low lubricating oil pressure.
- 4) High engine water temperature.
- d. Alarm indicator lights as follows:
  - 1) Control switch not in auto position.
  - 2) Low engine water temperature (less than 70 DegF).
  - 3) Low fuel in day tank.
  - 4) Fuel in day tank rupture basin.
  - 5) Battery charger malfunctioning.
  - 6) Low battery voltage.
- e. Prealarm indicator lights as follows:
  - 1) High engine water temperature.
  - 2) Low lubricating oil pressure.

## 2.5 SOURCE QUALITY CONTROL

- A. Individually test each prime mover.
  - 1. Apply derating factors for the proposed site to test data.
  - 2. Continuously test for a period no less than 2 HRS.
  - 3. Test procedure shall be as follows:
    - a. Start prime mover and upon reaching rated RPM, pick up 100 percent of nameplate KW rating at rated power factor in one (1) step.
    - b. Observe and record the cranking time(s) required to start and run for each prime mover.
    - c. Observe and record the time required to come up to operating speed for each prime mover.
    - d. Record voltage and frequency overshoot for each prime mover.
    - e. Record voltage, frequency and amperes.
    - f. Record oil pressure, water temperature where applicable and battery charge rate at first load acceptance and at 15 minute intervals thereafter for each prime mover.

## 2.6 MAINTENANCE MATERIALS

- A. Spare Parts:
  - 1. Provide manufacturer's recommended spare parts.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install all components as indicated and in accordance with manufacturer's recommendations and instructions and Specification Section 26 05 48.
- B. Fill cooling system with solution of 50-50 water and ethylene glycol anti-freeze to prevent freezing at temperatures as low as minus 30 DegF.
- C. Provide fuel for a full day tank.
- D. Install all wiring to engine in conduit.
  - 1. Control wiring on engine may be factory installed in high temperature loom.
- E. Provide control wiring in conduit between generator control panel , remote annunciator panel, and remote devices as described under generator instrument and controls paragraph and remote annunciator paragraph of this Specification.
- F. Mount on concrete pad utilizing vibration/seismic isolators, see structural drawings for pad detail.

### 3.2 FIELD QUALITY CONTROL

- A. Employ and pay for services of equipment manufacturer's field service representative(s) to:
  - 1. Inspect equipment covered by this Specification Section.
  - 2. Supervise pre-startup adjustments and installation checks.
  - 3. Conduct initial startup of equipment and perform operational checks.
  - 4. Provide Owner written statement that manufacturer's equipment has been installed properly, started up, tested, and is ready for operation by Owner's personnel.
  - 5. Provide 4 HRS of the manufacturer's technical representative's time for on-site training of Owner's personnel.
- B. Provide two (2) load tests and one (1) cycle crank test.
  - 1. Tests one (1) and two (2) shall be for continuous period of no less than 2 HRS each.
  - 2. Engineer and Owner shall be notified seven (7) days prior to testing.
  - 3. Test number one:
    - a. With prime mover(s) in a "cold start" condition and emergency load at normal operating level, initiate a normal power failure by opening all switches or breakers supplying normal power to facility.
    - b. Observe and record the time delay on engine start.
    - c. Observe and record the cranking time(s) required to start and run for each prime mover.
    - d. Observe and record the time required to come up to operating speed for each prime mover.
    - e. Record voltage and frequency overshoot for each prime mover.
    - f. Observe and record time required to achieve steady-state condition with all switches transferred to emergency position.
    - g. Record voltage, frequency and amperes.
    - h. Record oil pressure, water temperature where applicable and battery charge rate at 5-minute intervals for the first 15 minutes and at 15 minute intervals thereafter for each prime mover.
    - i. Return normal power to facility, record time delay on retransfer to normal for each switch and cooldown time delay for each prime mover.
  - 4. Test number two:
    - a. Immediately after completion of test number one, start prime mover and upon reaching rated RPM, pick up 100 percent of nameplate KW rating in one (1) step.
      - 1) Unity power factor is acceptable for on-site testing
    - b. Observe and record the cranking time(s) required to start and run for each prime mover.
    - c. Observe and record the time required to come up to operating speed for each prime mover.
    - d. Record voltage and frequency overshoot for each prime mover.
    - e. Observe and record time required to achieve steady-state condition.
    - f. Record voltage, frequency and amperes.
    - g. Record oil pressure, water temperature where applicable and battery charge rate at first load acceptance and at 15 minute intervals thereafter for each prime mover.
  - 5. Cycle crank test:
    - a. Perform test for each prime mover.
      - 1) Utilize any method recommended by manufacturer to prevent prime mover(s) from running.
      - 2) Put control switch into "run" position to cause prime mover to crank.
    - b. A complete cranking cycle shall consist of an automatic crank period of approximately 15 seconds duration followed by a rest period of approximately 15 seconds duration.
      - 1) Upon starting and running of the prime mover, further cranking shall cease.
      - 2) Two (2) means of cranking termination shall be utilized so that one (1) will act as a backup to the other to prevent inadvertent starter engagement.
      - 3) Cranking limiter time shall be 75 seconds for cycle crank.
  - 6. Furnish load banks of required ratings necessary for tests.

7. Record engine fuel consumption by means of test equipment.
8. Test all safeties specified for generator instruments and controls and generator remote annunciator panel as recommended by manufacturer and as required to verify proper operation.
9. Contractor shall be responsible for fuel and all consumables use during the test.

**END OF SECTION**

## ATTACHMENT 2

### SECTION 26 36 00 TRANSFER SWITCHES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Automatic transfer switches.
- B. Related Sections include but are not necessarily limited to:
  - 1. Division 00 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
  - 2. Division 01 - General Requirements.
  - 3. Section 26 05 00 - Electrical: Basic Requirements.

##### 1.2 QUALITY ASSURANCE

- A. Referenced Standards:
  - 1. National Electrical Manufacturers Association (NEMA):
    - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
    - b. KS 1, Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
  - 2. Underwriters Laboratories, Inc. (UL):
    - a. 98, Standard for Safety Enclosed and Dead-Front Switches.
    - b. 1008, Standard for Safety Switch Equipment.
- B. Comply with U.S. Department of Transportation Buy America provision – Federal Transit Administration 49 U.S.C. § 5323(j); 49 C.F.R. Part 661.

##### 1.3 SUBMITTALS

- A. Shop Drawings:
  - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
  - 2. Product technical data:
    - a. Provide submittal data for all products specified in PART 2 of this Specification:
    - b. See Section 26 05 00 for additional requirements.
- B. Operation and Maintenance Manuals:
  - 1. See Specification Section 01 33 04 for requirements for:
    - a. The mechanics and administration of the submittal process.
    - b. The content of Operation and Maintenance Manuals.

##### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. See Section 26 05 00.

##### 1.5 WARRANTY

- A. Provide a five (5) year warranty and a one (1) year maintenance agreement for the ATS.

#### PART 2 - PRODUCTS

##### 2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the listed manufacturers are acceptable:
  - 1. Automatic transfer switches:

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- a. Eaton.
- b. Caterpillar.
- c. Kohler.
- d. Automatic Switch Company.
- e. Onan.
- f. Russelectric.
- g. Zenith Products.

B. Submit request for substitution in accordance with Specification Section 01 25 13.

## **2.2 MANUAL TRANSFER SWITCH (NOT USED)**

## **2.3 AUTOMATIC TRANSFER SWITCH**

### **A. Construction:**

1. Electrically operated mechanically held, double throw, air-break type.
2. Silver-surface main contacts and protect by arcing contacts.
3. Switch shall have provisions for visual inspection of switch blades and contacts.
4. Mechanical design will positively open all ungrounded conductors from normal source before connection is made to alternate source and will positively open alternate source before connection is made to normal source.
5. Mechanical interlock to ensure the switch cannot be readily disabled, disconnected, improperly adjusted, removed or otherwise made inoperative.
6. Make all contacts and coils readily accessible for replacement from front of panel without major disassembly.
7. Ratings:
  - a. Continuous duty in both normal and emergency.
  - b. Three-phase, three-pole, four-wire.
  - c. Voltage and current ratings as indicated on the Drawings.
  - d. Short circuit withstand rating equal to or greater than the normal source electrical gear.
8. Standards: UL 1008.

### **B. Operation:**

1. Microprocessor based control module.
2. Open transition.
3. Red and green indicating lights with fuses, identification nameplates, and test switch on front to simulate normal power failure at switch.
4. Engine starting contacts and all other auxiliary contacts and accessory devices for functions to be performed.
5. Supervisory voltage relays on each phase of normal source and single phase supervisory voltage and frequency relay for emergency source.
  - a. Normal source voltage sensing.
    - 1) Adjustable pickup from 85-100 percent of rated voltage, factory set 90 percent.
    - 2) Adjustable dropout from 75-98 percent of pickup setting, factory set 85 percent.
  - b. Emergency source voltage and frequency sensing:
    - 1) Adjustable pickup from 85-100 percent of rated voltage, factory set 90 percent.
    - 2) Fixed voltage dropout at 85 percent of pickup setting.
    - 3) Adjustable pickup from 90-100 percent of rated frequency, factory set 95 percent.
    - 4) Fixed frequency dropout at 88 percent of pickup setting.
6. Time delays:
  - a. Engine start, adjustable from 0 to 10 seconds, factory set at 4 seconds, to avoid unnecessary starting caused by short time outages.
  - b. Transfer to generator, adjustable from 0 to 120 seconds, factory set at 10 seconds.
  - c. Retransfer to normal, adjustable from 2 to 30 minutes, factory set at 15 minutes to avoid erratic operation caused by short time reestablishment of normal source.

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- 1) Automatically bypassed when emergency source fails and normal source is available.
  - d. Generator cool down, adjustable from 0 to 60 minutes, factory set at 10 minutes.
- 7. Exerciser timer:
  - a. Enable and disable function.
  - b. Selectable to exercise with or without transferring load.
  - c. Adjustable exercise duration from 1 minute to 24 HRS, factory set at 15 minutes.
  - d. Adjustable day of the week exercise setting, factory set for Monday.
- 8. Inphase monitor:
  - a. Compare the phase relationship and frequency difference between the normal and emergency sources and permit transfer the first time the sources are within 15 electrical degrees and only if transfer can be accomplished within 60 electrical degrees as determined by monitoring the frequency differences.
  - b. Inphase transfer accomplished if both sources are within 2 Hz of rated frequency and 70 percent or more of rated voltage.
- C. Enclosure:
  - 1. NEMA 3R rated.
  - 2. Body and cover: Sheet steel finished with a rust inhibiting primer and manufacturers standard paint inside and out.
  - 3. No knockouts, hinged and lockable door.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Install as indicated and in accordance with manufacturer's recommendations and instructions.
- B. Connect as indicated in one-line diagram.
- C. Mounting of automatic transfer switches:
  - 1. Wall-mounted or floor mounted on 4 IN high concrete pad.

### **3.2 FIELD QUALITY CONTROL**

- A. Automatic Transfer Switch Testing:
  - 1. Simulate power outage by opening normal source overcurrent device.
    - a. Verify engine generator starts and switch transfers in the specified time.
  - 2. Close normal source overcurrent device to simulate the return of normal power.
    - a. Verify the switch retransfers and engine generator shuts down in the specified time.
  - 3. Perform a manual transfer and retransfer.
  - 4. Verify the indicator lights function properly.

## **END OF SECTION**

Standby Generator and Automatic Transfer Switch (ATS) Service (IFB-MNT17-05)

ATTACHMENT C - PRICING

Item Num	Section	Description	Unit of Measure	Quantity	
1	Generator and ATS Services	Generator Quarterly Service Base Year 1	per quarter	3	\$6,006.00
2	Generator and ATS Services	Generator Annual Inspection Base Year 1	annual	1	\$3,507.00
3	Generator and ATS Services	Generator Annual Load Test Base Year 1	annual	1	\$1,815.00
4	Generator and ATS Services	ATS Quarterly Service Base Year 1	per quarter	3	\$0.00
5	Generator and ATS Services	ATS Annual Inspection Base Year 1	annual	1	\$4,730.00
6	Generator and ATS Services	Generator Quarterly Service Base Year 2	per quarter	3	\$6,006.00
7	Generator and ATS Services	Generator Annual Inspection Base Year 2	annual	1	\$3,507.00
8	Generator and ATS Services	Generator Annual Load Test Base Year 2	annual	1	\$1,815.00
9	Generator and ATS Services	ATS Quarterly Service Base Year 2	per quarter	3	\$0.00
10	Generator and ATS Services	ATS Annual Inspection Base Year 2	annual	1	\$4,730.00
11	Generator and ATS Services	Generator Quarterly Service Base Year 3	per quarter	3	\$6,006.00
12	Generator and ATS Services	Generator Annual Inspection Base Year 3	annual	1	\$3,507.00
13	Generator and ATS Services	Generator Annual Load Test Base Year 3	annual	1	\$1,815.00
14	Generator and ATS Services	ATS Quarterly Service Base Year 3	per quarter	3	\$0.00
15	Generator and ATS Services	ATS Annual Inspection Base Year 3	annual	1	\$4,730.00
<b>Total Base Years</b>					<b>\$48,174.00</b>
16	Generator and ATS Services	Generator Quarterly Service Option Year 1	per quarter	3	\$6,006.00
17	Generator and ATS Services	Generator Annual Inspection Option Year 1	annual	1	\$3,507.00
18	Generator and ATS Services	Generator Annual Load Test Option Year 1	annual	1	\$1,815.00
19	Generator and ATS Services	ATS Quarterly Service Option Year 1	per quarter	3	\$0.00
20	Generator and ATS Services	ATS Annual Inspection Option Year 1	annual	1	\$4,730.00
<b>Total Option Year 1</b>					<b>\$16,058.00</b>
21	Generator and ATS Services	Generator Quarterly Service Option Year 2	per quarter	3	\$6,006.00
22	Generator and ATS Services	Generator Annual Inspection Option Year 2	annual	1	\$3,507.00
23	Generator and ATS Services	Generator Annual Load Test Option Year 2	annual	1	\$1,815.00
24	Generator and ATS Services	ATS Quarterly Service Option Year 2	per quarter	3	\$0.00
25	Generator and ATS Services	ATS Annual Inspection Option Year 2	annual	1	\$4,730.00
<b>Total Option Year 2</b>					<b>\$16,058.00</b>
<b>5 Year Total</b>					<b>\$80,290.00</b>
26	Option 1: EV New CNG Plant	Generator Quarterly Service Base Year 1	per quarter	3	\$1,386.00
27	Option 1: EV New CNG Plant	Generator Annual Inspection Base Year 1	annual	1	\$2,767.00
28	Option 1: EV New CNG Plant	Generator Annual Load Test Base Year 1	annual	1	\$726.00
29	Option 1: EV New CNG Plant	ATS Quarterly Service Base Year 1	per quarter	3	\$0.00
30	Option 1: EV New CNG Plant	ATS Annual Inspection Base Year 1	annual	1	\$968.00
31	Option 1: EV New CNG Plant	Generator Quarterly Service Base Year 2	per quarter	3	\$1,386.00
32	Option 1: EV New CNG Plant	Generator Annual Inspection Base Year 2	annual	1	\$2,767.00
33	Option 1: EV New CNG Plant	Generator Annual Load Test Base Year 2	annual	1	\$726.00
34	Option 1: EV New CNG Plant	ATS Quarterly Service Base Year 2	per quarter	3	\$0.00
35	Option 1: EV New CNG Plant	ATS Annual Inspection Base Year 2	annual	1	\$968.00
36	Option 1: EV New CNG Plant	Generator Quarterly Service Base Year 3	per quarter	3	\$1,386.00
37	Option 1: EV New CNG Plant	Generator Annual Inspection Base Year 3	annual	1	\$2,767.00
38	Option 1: EV New CNG Plant	Generator Annual Load Test Base Year 3	annual	1	\$726.00

Item Num	Section	Description	Unit of Measure	Quantity	
39	Option 1: EV New CNG Plant	ATS Quarterly Service Base Year 3	per quarter	3	\$0.00
40	Option 1: EV New CNG Plant	ATS Annual Inspection Base Year 3	annual	1	\$968.00
41	Option 1: EV New CNG Plant	Generator Quarterly Service Option Year 1	per quarter	3	\$1,386.00
42	Option 1: EV New CNG Plant	Generator Annual Inspection Option Year 1	annual	1	\$2,767.00
43	Option 1: EV New CNG Plant	Generator Annual Load Test Option Year 1	annual	1	\$726.00
44	Option 1: EV New CNG Plant	ATS Quarterly Service Option Year 1	per quarter	3	\$0.00
45	Option 1: EV New CNG Plant	ATS Annual Inspection Option Year 1	annual	1	\$968.00
46	Option 1: EV New CNG Plant	Generator Quarterly Service Option Year 2	per quarter	3	\$1,386.00
47	Option 1: EV New CNG Plant	Generator Annual Inspection Option Year 2	annual	1	\$2,767.00
48	Option 1: EV New CNG Plant	Generator Annual Load Test Option Year 2	annual	1	\$726.00
49	Option 1: EV New CNG Plant	ATS Quarterly Service Option Year 2	per quarter	3	\$0.00
50	Option 1: EV New CNG Plant	ATS Annual Inspection Option Year 2	annual	1	\$968.00
<b>Option 1 Total</b>					<b>\$29,235.00</b>
51	Option 2: WV New CNG Plant	Generator Quarterly Service Base Year 1	per quarter	3	\$1,155.00
52	Option 2: WV New CNG Plant	Generator Annual Inspection Base Year 1	annual	1	\$1,210.00
53	Option 2: WV New CNG Plant	Generator Annual Load Test Base Year 1	annual	1	\$605.00
54	Option 2: WV New CNG Plant	ATS Quarterly Service Base Year 1	per quarter	3	\$0.00
55	Option 2: WV New CNG Plant	ATS Annual Inspection Base Year 1	annual	1	\$968.00
56	Option 2: WV New CNG Plant	Generator Quarterly Service Base Year 2	per quarter	3	\$1,155.00
57	Option 2: WV New CNG Plant	Generator Annual Inspection Base Year 2	annual	1	\$1,210.00
58	Option 2: WV New CNG Plant	Generator Annual Load Test Base Year 2	annual	1	\$605.00
59	Option 2: WV New CNG Plant	ATS Quarterly Service Base Year 2	per quarter	3	\$0.00
60	Option 2: WV New CNG Plant	ATS Annual Inspection Base Year 2	annual	1	\$968.00
61	Option 2: WV New CNG Plant	Generator Quarterly Service Base Year 3	per quarter	3	\$1,155.00
62	Option 2: WV New CNG Plant	Generator Annual Inspection Base Year 3	annual	1	\$1,210.00
63	Option 2: WV New CNG Plant	Generator Annual Load Test Base Year 3	annual	1	\$605.00
64	Option 2: WV New CNG Plant	ATS Quarterly Service Base Year 3	per quarter	3	\$0.00
65	Option 2: WV New CNG Plant	ATS Annual Inspection Base Year 3	annual	1	\$968.00
66	Option 2: WV New CNG Plant	Generator Quarterly Service Option Year 1	per quarter	3	\$1,155.00
67	Option 2: WV New CNG Plant	Generator Annual Inspection Option Year 1	annual	1	\$1,210.00
68	Option 2: WV New CNG Plant	Generator Annual Load Test Option Year 1	annual	1	\$605.00
69	Option 2: WV New CNG Plant	ATS Quarterly Service Option Year 1	per quarter	3	\$0.00
70	Option 2: WV New CNG Plant	ATS Annual Inspection Option Year 1	annual	1	\$968.00
71	Option 2: WV New CNG Plant	Generator Quarterly Service Option Year 2	per quarter	3	\$1,155.00
72	Option 2: WV New CNG Plant	Generator Annual Inspection Option Year 2	annual	1	\$1,210.00
73	Option 2: WV New CNG Plant	Generator Annual Load Test Option Year 2	annual	1	\$605.00
74	Option 2: WV New CNG Plant	ATS Quarterly Service Option Year 2	per quarter	3	\$0.00
75	Option 2: WV New CNG Plant	ATS Annual Inspection Option Year 2	annual	1	\$968.00
<b>Option 2 Total</b>					<b>\$19,690.00</b>
76	Option 3: San Bernardino Tran:	Generator Quarterly Service Base Year 2	per quarter	3	\$1,155.00
77	Option 3: San Bernardino Tran:	Generator Annual Inspection Base Year 2	annual	1	\$787.00
78	Option 3: San Bernardino Tran:	Generator Annual Load Test Base Year 2	annual	1	\$605.00
79	Option 3: San Bernardino Tran:	ATS Quarterly Service Base Year 2	per quarter	3	\$0.00
80	Option 3: San Bernardino Tran:	ATS Annual Inspection Base Year 2	annual	1	\$605.00
81	Option 3: San Bernardino Tran:	Generator Quarterly Service Base Year 3	per quarter	3	\$1,155.00
82	Option 3: San Bernardino Tran:	Generator Annual Inspection Base Year 3	annual	1	\$787.00

Item Num	Section	Description	Unit of Measure	Quantity	
83	Option 3: San Bernardino Tran:	Generator Annual Load Test Base Year 3	annual	1	\$605.00
84	Option 3: San Bernardino Tran:	ATS Quarterly Service Base Year 3	per quarter	3	\$0.00
85	Option 3: San Bernardino Tran:	ATS Annual Inspection Base Year 3	annual	1	\$605.00
86	Option 3: San Bernardino Tran:	Generator Quarterly Service Option Year 1	per quarter	3	\$1,155.00
87	Option 3: San Bernardino Tran:	Generator Annual Inspection Option Year 1	annual	1	\$787.00
88	Option 3: San Bernardino Tran:	Generator Annual Load Test Option Year 1	annual	1	\$605.00
89	Option 3: San Bernardino Tran:	ATS Quarterly Service Option Year 1	per quarter	3	\$0.00
90	Option 3: San Bernardino Tran:	ATS Annual Inspection Option Year 1	annual	1	\$605.00
91	Option 3: San Bernardino Tran:	Generator Quarterly Service Option Year 2	per quarter	3	\$1,155.00
92	Option 3: San Bernardino Tran:	Generator Annual Inspection Option Year 2	annual	1	\$787.00
93	Option 3: San Bernardino Tran:	Generator Annual Load Test Option Year 2	annual	1	\$605.00
94	Option 3: San Bernardino Tran:	ATS Quarterly Service Option Year 2	per quarter	3	\$0.00
95	Option 3: San Bernardino Tran:	ATS Annual Inspection Option Year 2	annual	1	\$605.00
<b>Option 3 Total</b>					<b>\$12,608.00</b>
96	Technician Billable Hourly Rate Standard Rate Base Year 1		hour	1	\$120.00
97	Technician Billable Hourly Rate Overtime Rate Base Year 1		hour	1	\$180.00
98	Technician Billable Hourly Rate Holiday Rate Base Year 1		hour	1	\$240.00
99	Technician Billable Hourly Rate Standard Rate Base Year 2		hour	1	\$120.00
100	Technician Billable Hourly Rate Overtime Rate Base Year 2		hour	1	\$180.00
101	Technician Billable Hourly Rate Holiday Rate Base Year 2		hour	1	\$240.00
102	Technician Billable Hourly Rate Standard Rate Base Year 3		hour	1	\$120.00
103	Technician Billable Hourly Rate Overtime Rate Base Year 3		hour	1	\$180.00
104	Technician Billable Hourly Rate Holiday Rate Base Year 3		hour	1	\$240.00
105	Technician Billable Hourly Rate Standard Rate Option Year 1		hour	1	\$120.00
106	Technician Billable Hourly Rate Overtime Rate Option Year 1		hour	1	\$180.00
107	Technician Billable Hourly Rate Holiday Rate Option Year 1		hour	1	\$240.00
108	Technician Billable Hourly Rate Standard Rate Option Year 2		hour	1	\$120.00
109	Technician Billable Hourly Rate Overtime Rate Option Year 2		hour	1	\$180.00
110	Technician Billable Hourly Rate Holiday Rate Option Year 2		hour	1	\$240.00

Option Years and Options 1, 2, and 3 may be added to the contract at Omnitrans' discretion. This will be done by amendment.

Hourly rates to be utilized for as-need repairs which are not included in scheduled services.

## ATTACHMENT D – PREVAILING WAGES

This project is funded under a financial assistance contract by the U.S. Department of Transportation and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are attached or available on the internet at:

[www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)

and

[www.access.gpo.gov/davisbacon/](http://www.access.gpo.gov/davisbacon/).

Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Invitation for Bids. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate **MUST BE PAID**.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN BERNARDINO COUNTY  
DETERMINATION: SBR-2016-1

DETERMINATION: SBR-2016-1				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE									
CRAFT (JOURNEY LEVEL)		ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE		HEALTH AND WELFARE		PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS		HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY				
#	BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER																				
		8/22/2015	04/30/2016*	A	37.150	7.500	5.420	-	B	0.760	0.350	C	8.0	51.180	D	69.760	D	69.760	88.330		
#	BRICKLAYER:																				
	MASON FINISHER	8/22/2015	04/30/2016*	A	26.550	7.500	6.900	-	E	0.670	0.350	C	8.0	41.970	D	55.240	D	55.240	68.520		
# F	BRICK TENDER	8/22/2015	06/30/2016*		29.570	6.860	6.500	G	3.900	0.650	0.470	C	8.0	47.950		62.740		62.740	77.520		
#	BRICK TENDER:																				
	FORKLIFT OPERATOR	8/22/2015	06/30/2016*		30.020	6.860	6.500	G	3.900	0.650	0.470	C	8.0	48.400		63.410		63.410	78.420		
#	CARPET, LINOLEUM,																				
	RESILIENT TILE LAYER	2/22/2016	04/30/2016*	H	29.850	5.080	6.300	2.050	0.630	0.200	8.0	44.110	59.040	I	59.040		59.040	73.960			
J	MATERIAL HANDLER	2/22/2016	04/30/2016*	H	10.000	5.080	2.280	0.550	0.630	0.100	8.0	18.640	23.640	I	23.640		23.640	28.640			
#	DRYWALL FINISHER																				
	DRYWALL FINISHER	2/22/2016	09/30/2016*	H	36.180	7.950	5.130	3.070	0.670	0.470	8.0	53.470	71.560	K	71.560		71.560	89.650			
#	ELECTRICIAN:																				
	COMM & SYSTEM INSTALLER	2/22/2016	12/25/2016**		29.380	8.700	L	4.100	-	0.650	M	0.250	8.0	43.960	N	59.090	N	59.090	74.220		
O	INSIDE WIREMAN - ZONE A	8/22/2015	05/31/2016**	P	36.070	9.320	L	10.810	-	0.680	Q	0.500	8.0	58.740	R	77.570	R	77.570	96.390		
O	CABLE SPLICER - ZONE A	8/22/2015	05/31/2016**	P	37.570	9.320	L	10.810	-	0.680	Q	0.530	8.0	60.320	R	79.930	R	79.930	99.540		
O	TUNNEL WIREMAN - ZONE A	8/22/2015	05/31/2016**	P	39.680	9.320	L	10.810	-	0.680	Q	0.550	8.0	62.510	R	83.220	R	83.220	103.930		
#	FIELD SURVEYOR:																				
S	CHIEF OF PARTY (018.167-010)	2/22/2016	09/30/2016*		44.810	11.200	9.650	G	4.150	0.900	0.150	8.0	70.860	N	93.260	N	93.260	115.670			
S	INSTRUMENTMAN (018.167-034)	2/22/2016	09/30/2016*		42.310	11.200	9.650	G	4.150	0.900	0.150	8.0	68.360	N	89.510	N	89.510	110.670			
S	CHAINMAN/RODMAN (869.567-010)	2/22/2016	09/30/2016*		41.730	11.200	9.650	G	4.150	0.900	0.150	8.0	67.780	N	88.650	N	88.650	109.510			
#	GLAZIER	2/22/2016	05/31/2016**	T	40.700	U	7.000	13.030	V	-	0.770	0.530	8.0	62.030	W	81.380	W	81.380	100.730		
#	MARBLE FINISHER	8/22/2015	05/31/2016**	X	28.450	9.160	2.710	-	0.810	0.330	0.330	Y	8.0	41.460	Z	55.690	AA	55.690	AB	69.910	
#	PAINTER																				
AC	INDUSTRIAL PAINTER	8/22/2015	06/30/2016*	P	32.020	8.050	3.040	1.050	0.790	0.820	8.0	45.770	AD	61.780	AD	61.780	AD	61.780			
#	PAINTER:																				
AC	PAINTER, LEAD ABATEMENT	8/22/2015	06/30/2016*	P	30.720	8.050	3.040	1.050	0.690	0.820	8.0	44.370	AD	59.730	AD	59.730	AD	59.730			
AC	REPAINT PAINTER, LEAD ABATEMENT	8/22/2015	06/30/2016*	P	27.290	8.050	3.040	1.050	0.690	0.820	8.0	40.940	AE	54.580	AE	54.580	AE	54.580			
AC	INDUSTRIAL REPAINT PAINTER	8/22/2015	06/30/2016*	P	28.450	8.050	3.040	1.050	0.790	0.820	8.0	42.200	AE	56.430	AE	56.430	AE	56.430			
#	PLASTERER	8/22/2015	08/02/2016**		32.910	8.930	4.210	AF	5.530	0.630	0.990	AG	8.0	53.200	AD	69.650	AH	69.650	86.110		
# AI	PLASTER TENDER	8/22/2015	08/02/2016**		32.710	7.000	5.900	AF	5.050	1.020	1.020	8.0	52.700	AJ	69.060	AK	69.060		85.410		
	PLASTER CLEAN-UP LABORER	8/22/2015	08/02/2016**		30.160	7.000	5.900	AF	5.050	1.020	1.020	8.0	50.150	AJ	65.230	AK	65.230		80.310		
#	PLUMBER:																				
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2015	06/30/2016**	X	42.930	7.110	AL	11.050	AM	3.030	2.550	AN	1.000	8.0	67.670	AO	89.850	AO	89.850	110.520	
	SEWER AND STORM DRAIN PIPELAYER	8/22/2015	06/30/2016**	X	33.110	7.110	AL	8.200	AM	1.000	2.170	AN	1.000	8.0	52.590		68.850	AP	68.850	84.600	
AQ	SEWER AND STORM DRAIN PIPE TRADESMAN	8/22/2015	06/30/2016**	X	17.060	7.110	0.380	-	1.600	AN	0.850	8.0	27.000		34.730	AP	34.730		42.460		
	SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	8/22/2015	06/30/2016**	X	41.510	7.110	AL	10.740	AM	3.030	1.880	AN	1.000	8.0	65.270		86.740	AR	86.740	AS	106.700
	LANDSCAPE/IRRIGATION FITTER	8/22/2015	06/30/2016**	X	27.620	7.110	AL	11.050	AM	2.490	1.940	AN	0.800	AP	8.0	51.010		66.070		66.070	79.880

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**LOCALITY: SAN BERNARDINO COUNTY**  
**DETERMINATION: SBR-2016-1**

DETERMINATION: SBR-2016-1				EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)		ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
AT	LANDSCAPE/IRRIGATION TRADESMAN	8/22/2015	06/30/2016*	X 13.390	2.000	AL 0.880	-	0.100	AN 0.750	AP 8.0	17.120	23.820	23.820	30.510	
AU	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2016	03/31/2016*	35.480	8.770	AV 11.060	-	0.450	0.250	8.0	56.010	73.750	73.750	91.490	
AW	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2016	08/31/2017*	40.060	8.920	14.300	AX -	1.350	AY 0.550	8.0	65.180	85.210	AZ 85.210	105.240	
#	ROOFER	2/22/2016	07/31/2016**	BA 35.320	7.560	BB 6.390	BC -	0.400	BD 0.570	8.0	50.240	AO 66.070	AO 66.070	81.910	
	PITCH WORK	2/22/2016	07/31/2016**	BA 37.070	7.560	BB 6.390	BC -	0.400	BD 0.570	8.0	51.990	AO 68.700	AO 68.700	85.410	
	PREPARER	2/22/2016	07/31/2016**	BA 36.320	7.560	BB 6.390	BC -	0.400	BD 0.570	8.0	51.240	AO 67.570	AO 67.570	83.910	
#	SHEET METAL WORKER	8/22/2015	06/30/2016**	P 41.260	9.870	BE 14.710	-	0.820	0.650	8.0	67.310	BF 87.940	BF 87.940	108.570	
#	TERRAZZO FINISHER	8/22/2014	08/31/2015*	H 27.530	7.510	3.270	AX -	0.490	0.120	AP 8.0	38.920	Z 52.690	AA 52.690	AB 66.450	
#	TERRAZZO WORKER	8/22/2014	08/31/2015*	H 34.570	8.300	3.270	AX -	0.570	0.120	AP 8.0	46.830	Z 64.110	AA 64.110	AB 81.400	
#	TILE FINISHER	8/22/2015	05/31/2016**	X 23.780	8.430	1.800	-	0.750	0.280	Y 8.0	35.040	Z 46.930	AA 46.930	AB 58.820	
#	TILE LAYER	8/22/2015	05/31/2016**	X 35.140	9.250	5.680	-	0.910	0.370	Y 8.0	51.350	Z 68.920	AA 68.920	AB 86.490	

[FOOTNOTES](#)

[FOOTNOTES](#)

**LOCALITY: SAN BERNARDINO COUNTY**

**DETERMINATION: SBR-2016-1**

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- \* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://WWW.DIR.CA.GOV/DAS/DAS.HTML).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT, \$0.50, FOR THE IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E INCLUDES AN AMOUNT, \$0.41, FOR THE IMI TRAINING FUND.
- F THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- K RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- L IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- M INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- N RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- O ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL \$12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.
- P INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- Q IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND.
- R RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. ALL OVERTIME WORKED DAILY OR ON SATURDAYS, FOR SERVICE AND REPAIR WORK OTHER THAN NEW WORK, MAY BE PAID AT THE RATE OF TIME AND ONE-HALF.
- S DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- T INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- U INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- V INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- W RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- X INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- Y SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO A WORK STOPPAGE SUCH AS RAIN OR ANY OTHER STOPPAGE THAT IS BEYOND THE CONTROL OF THE CONTRACTOR.
- Z RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AA RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.
- AB RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AC AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AD DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.

**LOCALITY: SAN BERNARDINO COUNTY**

**DETERMINATION: SBR-2016-1**

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- ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- RATE APPLIES TO REMAINDER OF COUNTY.
- INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.
- INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME
- INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

LOCALITY: SAN BERNARDINO COUNTY  
DETERMINATION: SBR-2016-1

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

**LOCALITY: SAN BERNARDINO COUNTY**

**DETERMINATION: SBR-2016-1**

- THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- A (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- B ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL \$12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.
- C \$1.00 TO THE BASIC HOURLY RATE, \$0.25 TO HEALTH & WELFARE, AND \$0.08 TO PENSION.
- D THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- E PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- F \$0.80 TO BASIC HOURLY RATE (\$0.10 TO DUES CHECK OFF, INCLUDED IN BHR), \$0.25 TO HEALTH & WELFARE, \$0.65 TO PENSION AND \$0.10 TO TRAINING
- G \$0.95 TO BASIC HOURLY RATE, \$0.25 TO HEALTH & WELFARE, \$0.53 TO PENSION, \$0.02 TO TRAINING AND \$0.05 TO OTHER
- H \$1.05 TO BASIC HOURLY RATE, \$0.25 TO HEALTH & WELFARE, AND \$0.55 TO PENSION
- I \$1.40 TO BASIC HOURLY RATE, \$0.25 TO HEALTH & WELFARE AND \$0.25 TO PENSION
- J \$1.20 TO PENSION AND \$0.90 TO WAGES AND/OR FRINGES. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- K \$0.28 TO PENSION AND \$1.72 TO WAGES AND/OR FRINGES. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

[SBR-2016-1-INC](#)

General Decision Number: CA160037 07/22/2016 CA37

Superseded General Decision Number: CA20150037

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/04/2016
4	04/01/2016
5	05/20/2016
6	07/08/2016
7	07/22/2016

ASBE0005-002 07/01/2015

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 36.74	19.49
Fire Stop Technician (Application of Firestopping Materials for wall openings		

and penetrations in walls, floors, ceilings and curtain walls).....	\$ 25.38	16.81
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ASBE0005-004 06/29/2015

	Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.06	10.57
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BOIL0092-003 10/01/2012

	Rates	Fringes
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BOILERMAKER.....	\$ 41.17	28.27
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\* BRCA0004-011 05/01/2016

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....	\$ 38.38	14.17
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\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2014

	Rates	Fringes
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MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

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BRCA0018-010 09/01/2013

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

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CARP0409-001 07/01/2015

	Rates	Fringes
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### CARPENTER

(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	11.58
(2) Millwright.....	\$ 40.90	11.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	11.58
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.58
(5) Sawfiler.....	\$ 37.44	11.58
(6) Scaffold Builder.....	\$ 28.55	11.58
(7) Table Power Saw Operator.....	\$ 37.45	11.58

FOOTNOTE: Work of forming in the construction of open cut  
sewers or storm drains, on operations in which horizontal  
lagging is used in conjunction with steel H-Beams driven or  
placed in pre- drilled holes, for that portion of a lagged  
trench against which concrete is poured, namely, as a  
substitute for back forms (which work is performed by  
piledrivers): \$0.13 per hour additional.

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CARP0409-002 07/01/2008

	Rates	Fringes
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### Diver

(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

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CARP0409-005 07/01/2015

	Rates	Fringes
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### Drywall

DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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CARP0409-008 08/01/2010

Rates      Fringes

Modular Furniture Installer.....\$ 17.00      7.41

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ELEC0440-004 05/26/2014

#### COMMUNICATIONS AND SYSTEMS WORK

Rates      Fringes

##### Communications System

Installer.....\$ 28.38      4%+11.45  
Technician.....\$ 30.18      4%+11.45

#### SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

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ELEC0477-002 05/30/2016

Rates      Fringes

Electricians:.....\$ 36.29      23.48

CABLE SPLICER: \$1.00 per hour above Electrician rate.

TUNNEL WORK: 10% above Electrician rate.

#### ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

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ELEC1245-001 06/01/2015

	Rates	Fringes
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# LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2015

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 49.90	28.38
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## FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0012-003 07/06/2015

	Rates	Fringes
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## OPERATOR: Power Equipment (All Other Work)

GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35

GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 41.30	23.35
GROUP 2.....	\$ 42.08	23.35
GROUP 3.....	\$ 42.37	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 42.73	23.35
GROUP 6.....	\$ 42.84	23.35
GROUP 7.....	\$ 42.96	23.35
GROUP 8.....	\$ 43.13	23.35
GROUP 9.....	\$ 43.30	23.35
GROUP 10.....	\$ 44.30	23.35
GROUP 11.....	\$ 45.30	23.35
GROUP 12.....	\$ 46.30	23.35
GROUP 13.....	\$ 47.30	23.35

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full

slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling

pipe wrapping, cleaning and bending machine operator;  
Trenching machine operator (over 6 ft. depth capacity,  
manufacturer's rating); trenching Machine with Road Miner  
attachment (over 6 ft depth capacity): Ultra high pressure  
waterjet cutting tool system mechanic; Water pull  
(compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types  
(Calweld 200 B bucket or similar types-Watson 3000 or 5000  
auger or similar types-Texoma 900 auger or similar  
types-drilling depth of 105' maximum); Dual drum mixer,  
dynamic compactor LDC350 (or similar types); Monorail  
locomotive operator (diesel, gas or electric); Motor  
patrol-blade operator (single engine); Multiple engine  
tractor operator (Euclid and similar type-except Quad 9  
cat.); Rubber-tired earth-moving equipment operator (single  
engine, over 50 yds. struck); Pneumatic pipe ramming tool  
and similar types; Prestressed wrapping machine operator;  
Rubber-tired earth-moving equipment operator (single  
engine, over 50 yds. struck); Rubber tired earth moving  
equipment operator (multiple engine, Euclid, caterpillar  
and similar over 25 yds. and up to 50 yds. struck), Tower  
crane repairman; Tractor loader operator (crawler and wheel  
type over 6-1/2 yds.); Woods mixer operator (and similar  
Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder -  
Certified.

GROUP 12: Auto grader operator; Automatic slip form operator;  
Drilling machine operator, bucket or auger types (Calweld,  
auger 200 CA or similar types - Watson, auger 6000 or  
similar types - Hughes Super Duty, auger 200 or similar  
types - drilling depth of 175' maximum); Hoe ram or similar  
with compressor; Mass excavator operator less tha 750 cu.  
yards; Mechanical finishing machine operator; Mobile form  
traveler operator; Motor patrol operator (multi-engine);  
Pipe mobile machine operator; Rubber-tired earth- moving  
equipment operator (multiple engine, Euclid, Caterpillar  
and similar type, over 50 cu. yds. struck); Rubber-tired  
self- loading scraper operator (paddle-wheel-auger type  
self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator  
operating equipment with push-pull system (single engine,  
up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;  
Remote- control earth-moving equipment operator (operating  
a second piece of equipment: \$1.00 per hour additional);  
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system  
(single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

## CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton

capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

## TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum);

Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

## ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM.

Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it

reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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\* IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-005 01/01/2016

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 30.43	16.07

SCOPE OF WORK: Includes site mobilization, initial site  
cleanup, site preparation, removal of asbestos-containing  
material and toxic waste, encapsulation, enclosure and  
disposal of asbestos- containing materials and toxic waste  
by hand or with equipment or machinery; scaffolding,  
fabrication of temporary wooden barriers and assembly of  
decontamination stations.

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LABO0345-001 07/03/2016

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 37.89	20.50
GROUP 2.....	\$ 36.94	20.50
GROUP 3.....	\$ 33.40	20.50

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a  
Bosn'n's Chair or suspended from a rope or cable shall  
receive 40 cents per hour above the foregoing applicable  
classification rates. Workers doing gunite and/or  
shotcrete work in a tunnel shall receive 35 cents per hour  
above the foregoing applicable classification rates, paid  
on a portal-to-portal basis. Any work performed on, in or  
above any smoke stack, silo, storage elevator or similar  
type of structure, when such structure is in excess of  
75'-0" above base level and which work must be performed in  
whole or in part more than 75'-0" above base level, that  
work performed above the 75'-0" level shall be compensated  
for at 35 cents per hour above the applicable  
classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO0783-002 07/04/2016

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 38.09	19.07
GROUP 2.....	\$ 38.41	19.07
GROUP 3.....	\$ 38.87	19.07
GROUP 4.....	\$ 39.56	19.07
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and

similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing

and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-005 07/01/2014

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking Locator.....	\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 34.86	17.03

GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

## LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/05/2015

Rates	Fringes
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### LABORER

PLASTER CLEAN-UP LABORER....	\$ 30.16	17.11
PLASTER TENDER.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:  
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air

-----  
PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.29	12.83
(2) All Other Work.....	\$ 30.72	12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

-----  
PAIN0036-008 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.18	16.82

-----  
PAIN0036-015 06/01/2016

	Rates	Fringes
GLAZIER.....	\$ 41.70	21.13

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

-----  
PAIN1247-002 01/01/2016

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.85	14.01

-----  
PLAS0200-008 08/05/2015

	Rates	Fringes
PLASTERER.....	\$ 38.44	13.77

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

-----  
PLAS0500-002 07/01/2016

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 33.30      23.33  
-----

PLUM0016-002 07/01/2015

Rates      Fringes

PLUMBER, PIPEFITTER,  
STEAMFITTER

Plumber and Pipefitter

All other work except  
work on new additions and  
remodeling of bars,  
restaurant, stores and  
commercial buildings not  
to exceed 5,000 sq. ft.  
of floor space and work  
on strip malls, light  
commercial, tenant  
improvement and remodel  
work.....\$ 45.96      20.71

Work at Edwards AFB.....\$ 52.96      20.71

Work at Fort Irwin Army  
Base, Marine Corps

Logistic Base at Nebo,  
Marine Corps Logistic Base  
at Yermo and Twenty-Nine  
Palms Marine Base.....\$ 56.46      20.71

Work ONLY on new additions  
and remodeling of bars,  
restaurants, stores and  
commercial buildings, not  
to exceed 5,000 sq. ft. of  
floor space.....\$ 44.54      19.73

Work ONLY on strip malls,  
light commercial, tenant  
improvement and remodel  
work.....\$ 35.16      18.06  
-----

PLUM0345-001 07/01/2014

Rates      Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 29.27      19.75

Sewer & Storm Drain Work....\$ 33.24      17.13  
-----

ROOF0036-002 08/01/2014

Rates      Fringes

ROOFER.....\$ 35.02            13.57

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

-----  
SFCA0669-009 01/01/2016

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER.....	\$ 35.57	20.27

-----  
SFCA0709-004 07/01/2015

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.93	24.04

-----  
SHEE0105-003 07/01/2016

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 41.86	26.88
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 41.86	26.88

-----  
TEAM0011-002 07/01/2015

	Rates	Fringes
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#### TRUCK DRIVER

GROUP 1.....	\$ 28.24	25.24
GROUP 2.....	\$ 28.39	25.24
GROUP 3.....	\$ 28.52	25.24
GROUP 4.....	\$ 28.71	25.24
GROUP 5.....	\$ 28.74	25.24
GROUP 6.....	\$ 28.77	25.24
GROUP 7.....	\$ 29.02	25.24
GROUP 8.....	\$ 29.27	25.24
GROUP 9.....	\$ 29.47	25.24
GROUP 10.....	\$ 29.77	25.24
GROUP 11.....	\$ 30.27	25.24
GROUP 12.....	\$ 30.70	25.24

#### WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

#### TRUCK DRIVERS CLASSIFICATIONS

##### GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy  
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3  
axles; Boot person; Cement mason distribution truck; Fuel  
truck driver; Water truck - 2 axle; Dump truck, less than  
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete  
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire  
person (\$0.50 additional for tire person); Pipeline and  
utility working truck driver, including winch truck and  
plastic fusion, limited to pipeline and utility work;  
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,  
6-1/2 yds. water level and over; Vehicle or combination of  
vehicles - 4 or more axles; Oil spreader truck; Dump truck,  
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final. **END OF GENERAL DECISION**

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**CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED**

Submit this form with the BID, failure to do so is grounds for disqualification.

Company	Cul State San Bernardino
Address	5500 University Pkwy
City, ST, Zip	San Bernardino CA 92047
Fax/Phone Numbers	909-537-3175
Contact Name/Title	Glenzora Rodgers
Type of Engagement	Generator contract maintenance / services
Company	Lake Elsinore Water District
Address	3135 Chanet St.
City, ST, Zip	Lake Elsinore, CA
Fax/Phone Numbers	951-810-2903
Contact Name/Title	John Manhard
Type of Engagement	Generator maintenance and repair contract
Company	University of California Irvine
Address	81 University Dr.
City, ST, Zip	Irvine CA
Fax/Phone Numbers	949-824-5140
Contact Name/Title	Jonu Garrit
Type of Engagement	Maintenance, repairs & new equipment contract
Company	Western Medical Santa Ana & Anaheim
Address	1801 N. Tustin Ave
City, ST, Zip	Santa Ana CA
Fax/Phone Numbers	714-953-3500
Contact Name/Title	RON KRESS
Type of Engagement	Semi annual generator maintenance / fuel polish / switchgear
Company	South Coast Mechanical
Address	2283 E. Via Burton
City, ST, Zip	Anaheim CA 92800
Fax/Phone Numbers	714-350-9797
Contact Name/Title	Jeremy Ritter Owner
Type of Engagement	Generator services & Repairs
Bidder's Company Name	Global Power Group, Inc.
Legal Structure (corp./partner/proprietor)	corporation
Principle Office Address	12060 Woodside Ave
City, ST, Zip	Lakeside CA 92040
Phone Number	619-579-1221
Fax Number	619-579-1166
E-Mail	
Federal Employer Identification Number	20-3168810
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Salvatore Martorana
Date Signed and Authorized Signature	9/2/11



**NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name Global power Group, Inc.  
Legal Structure (corp./partner/proprietor) Corporation  
Principle Office Address 12000 Woodside Ave  
City, ST, Zip Lakeside CA 92040  
Phone Number 619-579-1221  
Fax Number 619-579 1106  
E-Mail \_\_\_\_\_  
Federal Employer Identification Number 20-3688605  
Title of Person Authorized to Sign President  
Print Name of Person Authorized to Sign Salvatore Martorana  
Date Signed and Authorized Signature 9/2/16



**DECLARATION OF NON-COLLUSION (REQUIRED)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name Global Power Group, Inc.  
(corp./partnership/sole proprietor) Corporation  
Principle Office Address 17010 Woodside Ave  
City, ST, Zip Lakeside CA 92040  
Phone Number 619-579-1221  
Fax Number 619-579-1166  
E-mail Number DSKane@gppower.com  
Federal Employer I.D. Number 20-8688605  
Title of Person Authorized to Sign President  
Print Name Authorized to Sign Salvatore Martorana  
Authorized Signature [Signature]  
Date Signed 9/2/14



DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS  
(REQUIRED >\$25,000)

*Submit this form with BID, failure to do so is grounds for disqualification.*

One (1) form required of each bidder and subcontractor having greater than a \$25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

*An explanation must be attached to this certification regarding any exception(s).*

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name Global Power Group Inc.  
Legal Structure (corp./partner/proprietor) Corporation  
Select One ☒ Prime or ☐ Subcontractor (submit after award)  
Principle Office Address 12000 Woodside Ave  
City, ST, Zip Lakeside CA 92040  
Phone Number 619-579-1221  
Fax Number 619-579-1106  
E-Mail eskane@gppower.com  
Federal Employer Identification Number 20-3688605  
Title of Person Authorized to Sign President  
Print Name of Person Authorized to Sign Salvatore Martorana  
Date Signed and Authorized Signature 9/2/10

**LIST OF SUBCONTRACTORS AND DBES (REQUIRED > 1/2 OF 1% SHARE OF BID)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

One (1) form required of each bidder and proposed subcontractor having greater than 1/2 of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company	N/A	CL #	
Address			
City, ST, Zip			
Phone Number		Fax Number	
Contact Name/Title			
Type of Engagement			
Type of work to be performed			
Dollar value of participation		DBE qualified?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Company		CL #	
Address			
City, ST, Zip			
Phone Number		Fax Number	
Contact Name/Title			
Type of Engagement			
Type of work to be performed			
Dollar value of participation		DBE qualified?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Company		CL #	
Address			
City, ST, Zip			
Phone Number		Fax Number	
Contact Name/Title			
Type of Engagement			
Type of work to be performed			
Dollar value of participation		DBE qualified?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Total DBE participation	Dollars	% of Total Contract

Bidder's Company Name	Global Power Group, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	12010 Woodside Ave
City, ST, Zip	Lakeside CA 92040
Phone Number	(619) 579-1221
Fax Number	(619) 579-1166
E-Mail	eskin@gppower.com
Federal Employer Identification Number	20-3688105
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Salvatore Martorana
Date Signed and Authorized Signature	9/2/10

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)



### PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

*This form must be submitted with the BID, to have it considered during BID evaluation.  
The bidder intends to utilize the following DBE contractors on this project. Signature of participating  
DBE is confirmation of willingness to participate on this project.*

Company	_____
Address	_____ N/A _____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
<u>Signature of participating DBE</u>	
Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
<u>Signature of participating DBE</u>	
Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
<u>Signature of participating DBE</u>	
Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
<u>Signature of participating DBE</u>	

(DUPLICATE THIS FORM AS REQUIRED)



# RESTRICTIONS ON LOBBYING (REQUIRED >\$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a \$100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	Globox Power Group, Inc
Legal Structure (corp./partner/proprietor)	Corporation
Select One	<input checked="" type="checkbox"/> Prime or <input type="checkbox"/> Subcontractor (submit after award)
Principle Office Address	12020 Woodside Ave
City, ST, Zip	Lakeside CA 92040
Phone Number	619-579-1221
Fax Number	619-579-1166
E-Mail	eslane@gpgpower.com
Federal Employer Identification Number	20-3688805
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Salvatore Martorana
Date Signed and Authorized Signature	9/2/16



### WARRANTY CLAIM PROCEDURE (REQUIRED)

*Submit this form with the BID, failure to do so is grounds for disqualification.*

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

Standard warranty period is 90 days parts and labor. However we honor all manufacture's warranties, ie if we were to replace a radiator and the manufacture warranty was 1 year we would honor that.

When filing a warranty claim one of our techs would assess the issue and we would file the claim with the manufacture. Once the manufacture authorizes the repair we would then come out and fix the issue.

ITEM # \_\_\_\_\_ F6

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD (BENCH) – CONTRACTS MNT17-24 (A-D)  
JOHN DEERE BUS PARTS II**

**FORM MOTION**

Authorize the CEO/General Manager to award Contracts MNT17-24(A-D) as listed below for the provision of John Deere Bus Parts for a three (3) year base period beginning November 2016, and ending January 5, 2019, in an aggregate amount of \$400,944, and the authority to exercise two (2) single year options tied to the Consumer Price Index (CPI), extending the contracts to no later than January 5, 2021, in an aggregate not-to-exceed amount of \$810,287, should all options be exercised.

List of Contracts for authorization:

Contract Number	Contractor
MNT17-24A	Harbor Diesel and Equipment of Long Beach, CA
MNT17-24B	A-Z Bus Sales, Inc. of Colton, CA
MNT17-24C	Custom Turbo Rebuilding Inc. of Santa Fe Springs, CA
MNT17-24D	Brenco Operating-Texas, L.P. of Colorado Springs, CO

**BACKGROUND**

Omnitrans owns, operates and maintains 50 John Deere powered buses in its fleet of revenue vehicles and requires parts to repair and maintain the buses. The bench awards will provide a level of protection that will avoid any gaps in inventory coverage should the primary contractor experience availability issues or excessive lead times.

On August 3, 2016, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MNT17-24. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Five bids were received by the September 9, 2016 deadline and all bids were found to be responsive.

Option year pricing will be adjusted up or down annually in accordance with the CPI. Award is being made to the lowest, responsive and responsible bidder for each part. When inventory is not available from the lowest bidder, Omnitrans reserves the right to order from the next lowest bidder, on an as needed basis. A-Z Bus Sales, Inc. is a local company based out of Colton and Custom Turbo Rebuilding Inc. is a certified Disadvantaged Business Enterprise.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

### **FUNDING SOURCE**

The cost associated with this procurement is budgeted in Maintenance's Operating budgets as follows:

Department	1200
Expenditure Code	504010

\_\_\_\_\_ Verification of Funding Sources and Availability of Funds.  
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – This procurement supports Omnitrans' Short Range Transit Plan goal to expand, maintain and improve existing vehicles, facilities and passenger amenities.

### **CONCLUSION**

By proceeding with these bench awards, Omnitrans will have the ability to repair and maintain Omnitrans' fleet of John Deere powered buses.

PSG:JMS:KT





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#### ATTACHMENTS:

ATTACHMENT A – PRICING

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C - FORMS

This Agreement is made and entered into as of this \_\_\_\_\_ day of November, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

### **1. SCOPE OF WORK**

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

### **2. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through January 5, 2019, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from January 5, 2019 through January 6, 2021, which period encompasses the Initial Term and the Option Year 1 and Option Year 2.

### **3. CONTRACT OPTIONS**

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
  - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

### **4. COMPENSATION**

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

### **5. INVOICING AND PAYMENT**

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15<sup>th</sup> of each month. CONTRACTOR shall furnish information as

may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Accounts Payable  
[Accountspayable@omnitrans.org](mailto:Accountspayable@omnitrans.org)

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict

compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

## **6. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

## **7. NOTIFICATION**

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Contract Administrator

To CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
  1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
  2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
  3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

### B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name

Role


Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

**9. DISPUTE RESOLUTION**

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

**10. TERMINATION FOR CONVENIENCE**

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature,

extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## **11. TERMINATION FOR BREACH OF AGREEMENT**

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **12. ASSIGNMENT**

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## **13. SUBCONTRACTING**

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

<b>Subcontractor's Name and Address</b>	<b>Work to Be Performed</b>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

## **14. INDEPENDENT CONTRACTOR**

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

## **15. INSURANCE**

### **A. INSURANCE REQUIREMENTS**

#### **1) General Requirements for Contractor**

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

#### **2) Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **3) Other Insurance Provisions**

##### **a. Commercial General Liability and Automobile Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of

Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**c. Care, Custody, and Control**

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

**4) Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

**5) Verification of Coverage**

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## **16. INDEMNITY**

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **17. REVISIONS IN SCOPE OF WORK**

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

## **18. RIGHTS IN TECHNICAL DATA**

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **19. OWNERSHIP OF REPORTS AND DOCUMENTS**

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's

records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

## **20. OWNERSHIP RIGHTS**

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

## **21. WORK FOR HIRE**

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all

rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

## **22. SUBMITTAL OF CLAIMS BY CONTRACTOR**

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

## **23. EQUAL OPPORTUNITY**

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

## **24. STANDARD OF PERFORMANCE**

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from

performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

**25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES**

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

**26. DISQUALIFYING POLITICAL CONTRIBUTIONS**

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

**28. COMPLIANCE WITH LOBBYING POLICIES**

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## **29. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## **30. WAIVER/INVALIDITY**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

## **31. FORCE MAJEURE**

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

### **32. CONFIDENTIALITY**

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

### **33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC**

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

### **34. GOVERNING LAW**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

### **35. MODIFICATIONS TO AGREEMENT**

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives

authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

### **36. LICENSING, PERMITS AND INSPECTION COSTS**

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

### **37. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT17-24 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated \_\_\_\_\_.

### **38. ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior

representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS \_\_\_\_\_

\_\_\_\_\_  
P. SCOTT GRAHAM  
CEO/General Manager

\_\_\_\_\_  
DATE

Federal Tax I.D. No.

DP\_\_\_\_

CM\_\_\_\_

ITEM #           F7          

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: ADOPT PROCUREMENT POLICY 6010  
DEBARMENT AND SUSPENSION**

**FORM MOTION**

Adopt Omnitrans Procurement Policy 6010, Debarment and Suspension, effective November 2, 2016.

**BACKGROUND**

Procurement works as a liaison between using departments and contractors using alternative dispute resolution methods and cure notices to enforce contract terms and conditions. Decisions to terminate contracts for convenience and cause are made with guidance from legal counsel. As part of the Federal Transit Administration's required responsibility determination, staff verifies that vendors and contractors are not on federal excluded lists ([www.sam.gov](http://www.sam.gov)).

Introducing evidence of unsatisfactory past performance into an evaluation process can be challenged. Knowing that public agencies generally opt to terminate agreements for convenience and avoid costly litigation, staff has broadly defined "Responsible Bidder" as one without excessive terminations for convenience or cause. Absent a policy, Omnitrans does not have a formal mechanism in place to protect its interest when fraudulent, criminal, or other seriously improper conduct of a contractor, its officers or employees occur by temporarily suspending or debaring companies from entering into contracts with Omnitrans.

The draft policy defines causes for suspension and debarment with periods commensurate with the seriousness of the cause(s). Contractors may appeal actions not based on indictment by submitting documentary evidence in opposition within 30 days after receipt of the notice.

PSG:JMS

**CONTRACT ADMINISTRATION**  
**Debarment and Suspension**

Approved by Omnitrans Board of Directors  
Date Approved:

## **1. POLICY OVERVIEW - DEBARMENT**

- 1.1. The CEO/General Manager may, in the public interest, debar a contractor from entering into contracts with Omnitrans for any of the causes in Section 2. The existence of a cause for debarment, however, does not necessarily require that the contractor be debarred; the seriousness of the contractor's acts or omissions and any remedial measure or mitigating factors should be considered in making any debarment decision.
- 1.2. Debarment constitutes exclusion of all divisions or other organizational elements of the contractor, unless the debarment decision is limited by its terms to specific divisions, organizational elements, or commodities. The CEO/General Manager may extend the debarment decision to include any affiliates of the contractor if they are: (1) specifically named and (2) given written notice of the proposed debarment and an opportunity to respond. The Director of Procurement is responsible for initiating the recommended suspension or debarment actions and obtaining concurrence of legal counsel.

## **2. CAUSES FOR DEBARMENT**

- 2.1. The CEO/General Manager may debar a contractor for any of the causes listed below:
  - 2.1.1. Conviction of or civil judgment for:
    - 2.1.1.1. Commission of fraud or a criminal offense in connection with (A) obtaining, (B) attempting to obtain, or (C) performing a public contract or subcontract;
    - 2.1.1.2. Violation of federal or state antitrust statutes relating to the submission of offers;
    - 2.1.1.3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements tax evasion or receiving stolen property; or
    - 2.1.1.4. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of an Omnitrans contractor or subcontractor.
  - 2.1.2. A preponderance of the evidence shows:
    - 2.1.2.1. Violation of the terms of an Omnitrans contract or subcontract so serious as to justify debarment, such as:
      - 2.1.2.1.1. Willful failure to perform in accordance with the terms of one or more contracts; or
      - 2.1.2.1.2. A history of failure to perform, or of unsatisfactory performance of one or more contracts.

**CONTRACT ADMINISTRATION**  
**Debarment and Suspension**Approved by Omnitrans Board of Directors  
Date Approved:

- 2.1.2.2. Any other cause of so serious or compelling a nature that it affects the present responsibility of an Omnitrans contractor or subcontractor.
- 2.1.2.3. Violation of Omnitrans' Procurement Policy 1060 – Contractor Relations; or
- 2.1.2.4. Any other cause the CEO/General Manager determines to affect Responsibility as a contractor, including by not limited to suspension or debarment by another government entity.

**3. DEBARMENT PROCEDURES**

- 3.1. The Director of Procurement must provide written notice to the contractor proposed for debarment by certified mail, return receipt requested. The CEO/General Manager shall coordinate with legal counsel and notify the CEO/General Manager and Board prior to the release of the written notice to the Contractor. The written notice of proposed debarment shall include the following information:
  - 3.1.1. That debarment is being considered;
  - 3.1.2. The reasons for the proposed debarment in terms of sufficient clarity to put the contractor on notice of the conduct or transaction(s) upon which the proposed debarment is based;
  - 3.1.3. The cause(s) relied upon in Section 2 for proposing debarment;
  - 3.1.4. That, within 30 calendar days of receipt of the notice, the contractor must submit in writing, information and argument in opposition to the proposed debarment, including any additional specific information that may raise a genuine dispute over the material facts. The written information and argument in opposition must be received as evidenced by a time/date stamp by Omnitrans' lobby receptionist located at 1700 W. Fifth St., San Bernardino, CA 92411 between the hours of 8:00 am and 5:00 pm, Monday through Friday;
  - 3.1.5. Omnitrans' procedures governing debarment decision making;
  - 3.1.6. The potential effect of an actual debarment.
- 3.2. The CEO/General Manager's Decision
  - 3.2.1. In debarment actions not based upon a conviction or civil judgment, Omnitrans will do the following:
    - 3.2.1.1. Afford the contractor an opportunity to appear with counsel, submit documentary evidence, present witnesses and confront any person presented by Omnitrans; and
    - 3.2.1.2. Make a transcribed record of the proceedings and make it available at no cost to the contractor unless the contractor and the agency

**CONTRACT ADMINISTRATION****Debarment and Suspension**

Approved by Omnitrans Board of Directors

Date Approved:

waive the requirement for a transcript.

3.2.2. In actions in which additional proceedings are necessary, pursuant to Section 3.2.1, written Findings of Facts shall be prepared. The CEO/General Manager shall base the decision on the facts as found, together with any information and argument submitted by the contractor and any other information in the administrative record.

3.2.2.1. The CEO/General Manager may refer matters involving disputed material facts to another official for Findings of Fact. The CEO/General Manager may reject any such findings in whole or in part, only after specifically determining them to be arbitrary and capricious or clearly erroneous;

3.2.2.2. The CEO/General Manager's decision shall be made after the conclusion of the proceedings with respect to disputed facts; and

3.2.3. In any action in which the proposed debarment is not based upon a criminal conviction or civil judgment, the cause for debarment must be established by a preponderance of the evidence.

3.2.4. In debarment actions based on a criminal conviction or civil judgment, or in which there is not dispute over material facts the CEO/General Manager will make a decision based on all the information contained in the administrative record and based on advice of legal counsel.

**3.3. Notice of CEO/General Manager's Decision**

3.3.1. If the CEO/General Manager decides to impose debarment, the contractor and any affiliates involved shall be given prompt notice by certified mail, return receipt requested. The notice shall:

3.3.1.1. Refer to the notice of proposed debarment;

3.3.1.2. Specify the reasons for the debarment; and

3.3.1.3. State the period of debarment; and

3.3.2. If debarment is not imposed, the CEO/General Manager shall promptly notify the contractor and any affiliates involved, by certified mail, return receipt requested.

**4. PERIOD OF DEBARMENT**

4.1. Debarment shall be for a period commensurate with the seriousness of the cause(s). Generally the debarment should not exceed three years. If suspension precedes a debarment, the suspension period shall be considered in determining the debarment period.

4.2. The CEO/General Manager may extend the debarment for an additional period, if the CEO/General Manager determines that an extension is necessary to protect Omnitrans'

**CONTRACT ADMINISTRATION****Debarment and Suspension**

Approved by Omnitrans Board of Directors

Date Approved:

interest. However, a debarment may not be extended solely on the basis of the facts and circumstances upon which the initial debarment action was based. If debarment for an additional period is determined to be necessary, the procedures in Section 3 above shall be followed to extend the debarment.

- 4.3. The CEO/General Manager may reduce the period or extent of debarment, upon the contractor's request, supported by documentation, for reasons such as:

- 4.3.1. Newly discovered material evidence;
- 4.3.2. Reversal of the criminal conviction or civil judgment upon which the debarment was based;
- 4.3.3. Bona fide change in ownership or management;
- 4.3.4. Elimination of other causes for which the debarment was imposed; or
- 4.3.5. Other reasons the CEO/General Manager deems appropriate.

**5. SCOPE OF DEBARMENT**

- 5.1. The fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with a contractor, may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval, or acquiescence. The contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- 5.2. The fraudulent, criminal, or other seriously improper conduct of a contractor may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the contractor who participated in, knew of, or had reason to know of the contractor's conduct.
- 5.3. The fraudulent, criminal, or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors, if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of these contractors. Acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

**6. POLICY OVERVIEW - SUSPENSION**

- 6.1. The CEO/General Manager may in the public interest, suspend a contractor from entering into any contracts with Omnitrans for any of the causes in Section 7 below.
- 6.2. Suspension is a serious action to be imposed on the basis of substantial evidence, ending the completion of investigation or legal proceedings, when it has been determined that immediate action is necessary to protect Omnitrans' interest. In assessing the adequacy of the evidence, Omnitrans should consider how much information is available, how credible it is given the circumstances, whether or not

**CONTRACT ADMINISTRATION**  
**Debarment and Suspension**

Approved by Omnitrans Board of Directors  
Date Approved:

important allegations are corroborated, and what inferences can reasonably be drawn as a result. This assessment should include an examination of basic documents such as contracts, inspection reports and correspondence.

- 6.3. The existence of a cause for suspension does not necessarily require that the contractor be suspended. The CEO/General Manager will consider the seriousness of the contractor's acts or omissions and may consider remedial measures or mitigating factors. A contractor has the burden of promptly presenting to the CEO/General Manager evidence of remedial measures or mitigating factors when it has reason to know that a cause for suspension exists. The existence or nonexistence of any remedial measures or mitigating factors is not necessarily determinative of a contractor's present responsibility.
- 6.4. Suspension constitutes suspension of all divisions or other organizational elements of the contractor, unless the suspension decision is limited by its terms to specific divisions, organizational elements, or commodities. The CEO/General Manager may extend the suspension decision to include any affiliates of the contractor if they are:
  - 6.4.1. Specifically named, and
  - 6.4.2. Given written notice of the suspension and an opportunity to respond.

**7. CAUSES OF SUSPENSION**

- 7.1. Suspension is an action taken by the CEO/General Manager to be imposed on the basis of substantial evidence, pending the completion of an investigation or legal proceedings when it has been determined that immediate action is necessary to protect Omnitrans' interest. The CEO/General Manager may suspend a contractor suspected upon substantial evidence of:
  - 7.1.1. Commission of fraud or a criminal offense in connection with:
    - 7.1.1.1. Obtaining;
    - 7.1.1.2. Attempting to obtain; or
    - 7.1.1.3. Performing a public contract or subcontract;
  - 7.1.2. Violation of Federal or State antitrust statutes relating to the submission of offers;
  - 7.1.3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - 7.1.4. Commission of any other offense indicating a lack business integrity or business responsibility of an Omnitrans contractor or subcontractor;
  - 7.1.5. Indictment for any of causes above;
  - 7.1.6. Violation of Omnitrans' Procurement Policy 1060 – Contractor Relations;
  - 7.1.7. Any other cause the CEO/General Manager determines to affect

**CONTRACT ADMINISTRATION**  
**Debarment and Suspension**

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Responsibility as a contractor, including by not limited to suspension or debarment by another government entity; or

- 7.1.8. Any other cause of so serious or compelling a nature that it affects the present responsibility of an Omnitrans contractor or subcontractor.

## **8. SUSPENSION PROCEDURES**

### **8.1. Notice of Suspension**

- 8.1.1. When a contractor and any specifically named affiliates are suspended, they shall be immediately notified of the suspension by certified mail, return receipt requested. The notice of suspension will include the following information:

8.1.1.1. That they have been suspended and that the suspension is based on an indictment or other substantial evidence that the contractor has committed an act listed in Section 7:

8.1.1.2. That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

8.1.1.3. The cause(s) relied upon for imposing suspension;

8.1.1.4. The effect of the suspension;

8.1.1.5. That, within calendar 30 days after receipt of the notice, the contractor may submit, in writing, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts. The written information and argument in opposition must be received as evidenced by a time/date stamp by Omnitrans' lobby receptionist located at 1700 W. Fifth St., San Bernardino, CA 92411 between the hours of 8:00 am and 5:00 pm, Monday through Friday;

8.1.1.6. ; and

8.1.1.7. That additional proceedings to decide any disputed material facts will be conducted unless the action is based on an indictment.

### **8.2. In actions not based on indictment, Omnitrans shall:**

- 8.2.1. Afford the contractor an opportunity to appear with counsel, submit documentary evidence, present witnesses, and confront any person the agency presents; and

- 8.2.2. Make a transcribed record of the proceedings and make it available at cost to the contractor unless the contractor and Omnitrans waive the requirement for

**CONTRACT ADMINISTRATION**  
**Debarment and Suspension**Approved by Omnitrans Board of Directors  
Date Approved:

a transcript.

**8.3. CEO/General Manager's Decision**

- 8.3.1. In suspension actions based on an indictment, or where the contractor's submission does not raise a dispute over material facts, the CEO/General Manager's decision shall be based on all information in the administrative record, including any submission made by the contractor.
- 8.3.2. In actions in which additional proceedings are necessary, written findings of fact shall be prepared. The CEO/General Manager shall base the decision on the facts as found, together with any information and argument submitted by the contractor and any other information in the administrative record;
- 8.3.3. The CEO/General Manager may refer matters to another official for Finding of Fact. The CEO/General Manager may reject any such findings, in whole or in part, only after specifically determining them to be arbitrary and capricious or clearly erroneous;
- 8.3.4. The CEO/General Manager's decision shall be made after the conclusion of the proceedings with respect to the disputed facts;
- 8.3.5. The CEO/General Manager may modify or terminate the suspension or leave it in force; and
- 8.3.6. Prompt written notice of the CEO/General Manager's decision shall be sent to the contractor and any affiliates involved, by certified mail return receipt requested.

**9. PERIOD OF SUSPENSION**

- 9.1. Suspension shall be for a temporary period, pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the CEO/General Manager. If after eighteen months no legal proceedings or proposed debarment proceedings have been commenced against the contractor, the suspension shall automatically terminate.

**10. SCOPE OF SUSPENSION**

- 10.1. The Scope of Suspension shall be the same as that for debarment, except that the procedures of Section 8 shall be used.

**11. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

- 11.1. The Director of Procurement will assure compliance with federal guidelines by requiring contractor and subcontractor certification regarding debarment or suspension.
- 11.2. When a proposer indicates an indictment, charge, civil judgment, criminal conviction, suspension, debarment, proposed debarment, suspension, or other ineligibility or default of a contract the Director of Procurement shall:



**Omnitrans**

Procurement Policy Manual

Policy 6010

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**CONTRACT ADMINISTRATION**

**Debarment and Suspension**

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Date Approved:

11.2.1. Request such additional information from the proposer as the Director of Procurement deems necessary in order to make a determination of the proposer's responsibility; and

11.2.2. Notify the CEO/General Manager prior to proceeding with an award where a proposer indicates the existence of an indictment, charge, conviction or civil judgment.

11.3. Proposers who do not furnish such information as may be requested by the Director of Procurement shall be given an opportunity to remedy the deficiency. Failure to furnish the certification or such information may render the proposer not responsive/responsible.

11.4. The Director of Procurement will maintain a list of all debarments and suspensions. The list of those persons ineligible to contract with Omnitrans will be a public record.

DRAFT

ITEM #           F8          

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**FROM:** P. Scott Graham, CEO/General Manager

**SUBJECT: REDLANDS PASSENGER RAIL PROJECT PROGRESS AND  
COST UPDATE**

**FORM MOTION**

Receive and file Redlands Passenger Rail Project Progress and Cost Update.

**BACKGROUND**

The attached update on the Redlands Passenger Rail Project was presented to the San Bernardino Associated Governments (SANBAG) Transit Committee on October 13, 2016. At the request of Board Member Graham (Chino Hills), this item is being presented to the Board of Directors as an information item only.

**CONCLUSION**

This item will be presented by Justin Fornelli, SANBAG's Chief of Transit and Rail Programs.

PSG

## *Minute Action*

### AGENDA ITEM: 4

**Date:** *October 13, 2016*

**Subject:**

Redlands Passenger Rail Project Progress and Cost Update

**Recommendation:**

That the Transit Committee recommend the Board receive and file an update on the progress and cost of the Redlands Passenger Rail Project.

**Background:**

With the San Bernardino Associated Governments (SANBAG) Board of Directors identifying the Redlands Passenger Rail Project (RPRP) as one of its priority projects, staff has been making progress on the delivery of the project. Implementation of a new passenger rail service is complex, including not only design and construction but regulatory compliance and acquisition of new rail vehicles and operating and maintenance contracts. Below is a summary of project delivery activities since the last update provided to the Transit Committee on September 10, 2015:

ACTIVITY	STATUS
Environmental Clearance	COMPLETED – March 2015
Award of Program Management Contract	COMPLETED - September 2015
Award of Mainline Final Design Contract	COMPLETED – October 2015
Award of Public Outreach and Branding Services Contract	COMPLETED – October 2015
Determination of Operating Structure	COMPLETED – November 2015
Award of Right-of-Way Legal Services Contract	COMPLETED – March 2016
University of Redlands Station Betterments Agreement	COMPLETED – April 2016
Award of Maintenance Facility Design Contract	COMPLETED – May 2016
Esri Station Agreement	COMPLETED – August 2016
City of Redlands Downtown Station Betterments Agreement	COMPLETED – August 2016
Award of Mainline Construction Management Contract	COMPLETED – September 2016
Release Request for Proposal for Vehicle Procurement	Scheduled – October 2016
Branding of the RPRP Service Determined	Scheduled – November 2016
Omnitrans Maintenance & Operations Contract	Scheduled – December 2016
Advertise Early Utility Relocation Construction Contract	Pending – March 2017
Award of the Vehicle Procurement Contract	Pending – June 2017
SCRRA Maintenance & Operations Contract	Pending – July 2017
Advertise Mainline Construction Contract	Pending – August 2017
Advertise Maintenance Facility Construction Contract	Pending – October 2017
Begin Receiving Vehicles	Pending – November 2019
Construction Completion	Pending – May 2020
Revenue Service	Pending – July 2020

*Entity: CTC*

In addition to the several contractual items listed above, the RPRP team is progressing on the actual design of the project, which is nearing the 60% design milestone scheduled to be completed and delivered to SANBAG and other stakeholders for review in December 2016. Progress is also being made in regards to the operational and regulatory aspects of the project, with ongoing coordination and discussions with Omnitrans who will be operating and maintaining the new RPRP rail vehicles, Southern California Regional Rail Authority (SCRRA) who will maintain the railroad right-of-way and provide dispatching services, and the Federal Railroad Administration (FRA) who has accepted the proposed joint operations and maintenance structure of Omnitrans and SCRRA. SANBAG has also executed agreements with public and private entities for betterments to be included in the project, including with the University of Redlands and the City of Redlands for betterments at the University Station and Downtown Redlands Station respectively, and with Esri to implement the New York Street Station, which is being funded entirely by Esri. The procurement of Diesel Multiple Unit (DMU) rail vehicles is also progressing, with the procurement advertisement scheduled for release in mid-October.

As the project has progressed and more elements have been defined, the project team identified the need to complete an update to the RPRP Risk Assessment and Analysis. Risk assessments are a standard project delivery tool for major projects and in particular are a Federal Transit Administration (FTA) requirement for receiving federal funding for major projects. Risk Assessments provide project teams with action items to mitigate project risks and decision-makers more certainty on anticipated project funding and schedule expectations. The Risk Assessments also provide an anticipated total project cost by completing a “bottom-up” analysis of potential risks to specific unit and activity costs and schedules, rather than making use of traditional cost contingency markups applied to the entire project.

The original RPRP Risk Analysis was completed in April 2014 when the project was at a 30% design level and therefore several items related to how the future service would be implemented and operated had not yet been developed or determined. As a result, SANBAG’s 2014 Update to the Ten-Year Delivery Plan identified a RPRP estimated cost of \$242 million.

Since the 2014 Delivery Plan Update, the project design has progressed towards a 60% design level milestone. At this milestone, the ultimate project has become clearer through the project team addressing unanswered questions and concerns from the 30% design level, making revisions and modifications as necessary.

Motivated by these revisions, refinements, and modifications, the RPRP team recently completed an update to the RPRP Risk Assessment. The Assessment revealed both cost savings and cost additions to the project as specific items were mitigated and/or realized. Collectively, an overall increase to the project cost was determined, with the estimated project cost now totaling \$280.5 million.

There are several key factors that have contributed to the increase of the estimated project cost. The first being the Board’s decision in March 2015 to procure DMUs instead of rehabilitated locomotive hauled coaches (LHCs) as a way to mitigate public concerns identified in the RPRP environmental process. DMUs are cleaner, quieter, and cheaper to operate; however, their initial one-time capital cost is greater than LHCs.

Another key cost driver was the determination that Positive Train Control (PTC) must be implemented for the RPRP service. PTC is a safety system that eliminates train to train collisions, derailments from over-speeding, and intrusions of trains into designated work zones along the railroad corridor. At the initial project development stages, it was anticipated that the RPRP service could be operated in a “closed” system, thus not requiring PTC. After the project team began coordination with the FRA, it was identified that PTC would be required in any operating scenario along the Redlands corridor. This was an unanticipated cost at the development of the 2014 Delivery Plan Update.

The addition of a siding track to accommodate the Metrolink express train-overlay service serving the Downtown Redlands Station was also realized, increasing costs. This siding location was positioned in an area with little residential development as opposed to turning the train further to the east closer to residential neighborhoods.

It should be noted, however, that not all modifications resulting from the updated Risk Assessment were cost increases to the project, some resulted in cost savings. For instance, as a result of further analyzing the initial and future operating scenarios of RPRP, it was determined that the need to design and build double track structures throughout the entire project corridor was unwarranted as headways up to 20 minutes could be met with the current planned track infrastructure. The need for service more frequent than 20 minutes is not anticipated for the next 25 years, thus there is no reason to expend today’s capital dollars on double track structures to accommodate double track infrastructure that will not be implemented or utilized for several decades. Another cost savings was realized after analyzing flood risk along the corridor and determining that rather than spending millions on flood protection infrastructure improvements, it was more cost effective to complete minor rehabilitation repairs along the rail corridor after a flood event.

The other key aspect of completing an updated Risk Assessment near the 60% design milestone is to identify and allocate adequate cost and schedule contingency for project specific items. By re-analyzing the project components, specific risk items are identified allowing the RPRP team to determine mitigation efforts to address those risks. This helps ensure that there is a 70% likelihood RPRP will be delivered at or below a cost of \$280.5 million. The top risks identified where use of contingency could be realized are: unknown or unforeseen utility relocations; and interfacing with SCRRA for design reviews and approvals of construction and operating plans. The RPRP team has identified mitigation strategies for these top risks, which include implementing an early utility relocation construction package that would be completed before construction of the major railroad infrastructure begins. This allows for the relocation or modification of known utilities and a greater probability that unknown utilities will be discovered, thus reducing the risk of delaying and incurring additional cost to the construction of the mainline rail infrastructure. To address potential coordination issues and associated delays with SCRRA, the RPRP team has decided to primarily follow SCRRA’s industry proven railroad design standards. In addition to further facilitate coordination, a cooperative agreement is being executed with SCRRA providing funding to allow them to allocate resources to review and coordinate on RPRP design and operational plans. Several coordination meetings have already occurred and will continue to take place with SCRRA technical staff and executive leadership to ensure SCRRA’s concerns are met and progress on the project continues.

As a result of the updated RPRP Risk Assessment, the 2017 Update to the Ten-Year Delivery Plan will reflect the revised project cost estimate of \$280.5 million and a potential funding plan taking into account eligible fund sources and other project needs. It is important to note that RPRP has recently been awarded funding from two competitive grants: \$8.68 million from the FTA Transportation Investment Generating Economic Recovery (TIGER); and \$9.2 million from the State Cap and Trade Grant Program. Additional grant funding sources are also currently being pursued including a FRA PTC grant, which could fund a majority of the PTC implementation costs and a FTA Small Starts Grant, which could fund approximately half of the mainline railroad construction costs. Other funding opportunities, as they arise will be pursued.

***Financial Impact:***

There is no specific budget impact associated with this item. The overall funding plan for RPRP, including the revised project cost will be included in the 2017 Update to the Ten-Year Delivery Plan.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

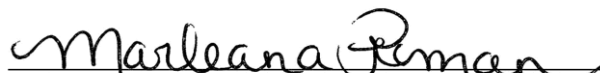
***Responsible Staff:***

Justin Fornelli, Chief of Transit and Rail Programs

RESULT: RECEIVED

Approved  
Transit Committee  
Date: October 13, 2016

Witnessed By:

  
Marleana Roman, Senior Administrative Assistant 10/13/2016

ITEM # \_\_\_\_\_ F9 \_\_\_\_\_

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Wendy Williams, Director of Marketing & Planning

**SUBJECT: REDLANDS PASSENGER RAIL SERVICE BRANDING INITIATIVE**

**FORM MOTION**

Approve the Redlands Passenger Rail Project service branding.

*This item will be presented in partnership with Tim Watkins, San Bernardino Associated Governments, Chief, Office of Legislative and Public Affairs*

Note: The Redlands passenger rail service branding initiative also will be shared with SANBAG's Transit Committee and Board of Directors as an information item.

**BACKGROUND**

The Redlands Passenger Rail Project (RPRP) service branding initiative began as part of the strategic plan developed in 2015 by the San Bernardino Associated Governments (SANBAG) for the new 9-mile rail corridor scheduled for service launch in 2020. The intent of the service branding initiative was to create a brand identity consisting of a service name, logo, and visual identity; established through research and messaging, resulting in the creation of a style guide and brand voice to set the stage for revenue service.

In November 2015, SANBAG's Board approved negotiations with Omnitrans to provide Maintenance of Equipment and Rail Operations services for the RPRP. This was subsequently approved by the Omnitrans Board in February 2016. Since the new rail service would be operated by Omnitrans, staff at both agencies recommended that the Omnitrans Board be the lead agency for approval of service branding.

With assistance from SANBAG's contracted public outreach and marketing agencies, the service brand identity is being created as a sub-brand of the larger Omnitrans umbrella. As a sub-brand, the rail service identity will take on the look and feel of the parent organization to create a sense

of uniformity among the larger set of service options that Omnitrans offers throughout San Bernardino County.

The new brand will be launched to the public in January 2017 with an initial focus on transitioning from the “Redlands Passenger Rail Project” construction project name to the new service brand being presented today. This approach will be executed in an effort to create high levels of awareness and interest throughout the region prior to the commencement of service in 2020.

## **APPROACH & METHODOLOGY**

A series of external focus groups were conducted in May 2016 among community members to help identify perceptions, attitudes and beliefs about the new rail service. Following the external focus groups, a group of internal stakeholders consisting of marketing and branding professionals from city and county governments, transportation organizations, and higher learning institutions across the region convened three times from June to September 2016, to further analyze the information gleaned from the community and to conduct naming ideation through focused exercises and group participation.

Once the research and ideation phases concluded, multiple service name options were identified. SANBAG and Omnitrans staff collectively narrowed down the name choices for the service, kicking off the development of the brand imaging.

## **BRAND DEVELOPMENT**

Now in the brand development phase, staff is working through a process that includes the development of a logo, style guide, and key messaging for the brand, and will clearly define its platform, including goals, personality, emotions, along with a strong positioning statement. These elements of the brand identity will be used to convey the experience expected by the public when they connect and engage with the new service brand.

Applying the new service brand to elements such as fleet graphics, communications materials, and signage will help to generate interest and awareness for the service during the construction phase and at the time of launch, and will contribute to the overall customer experience and community perception going forward.

## **SERVICE NAME**

When developing the service name it was important to ensure that it would resonate among a broad set of community stakeholders and constituencies, as well as highlight the service’s unique differentiators through a strong brand voice, tone, and visual identity. Staff’s objective was to develop a name that is inclusive and representative of the diversity of the entire region; evokes a sense of timelessness and memorability; encompasses the past, present, and future of the region; and ensures extendibility of the brand into other areas of Southern California.

Six (6) name options were presented to SANBAG and Omnitrans staff for review and selection. The name options ranged from traditional and iconic representations of the region, such as “Emerald” and “Arrow” to more literal and geographic identifiers like “Empire”. Others options took on a more emotional context, including “Move” and “Majestic”.

The word “Arrow” was identified as the top preference because it connotes a sense of directness—a notion of quick and straight that creates a sense of ‘point A and point B.’ It is approachable, straightforward, and easily understandable. It also has harkens to a significant part of San Bernardino County’s heritage—the Arrowhead.

From the word “Arrow”, several service name combinations, including “The Arrow”, “The Arrow Connector”, “Arrow Line”, and “Arrow Trans” were in the set under consideration. Staff selected the name “The Arrow” because it is quickly identifiable and memorable, translates easily to an icon or representative mark (logo), and will have extendibility for growth into the future. By avoiding extensions such “Line” and “Trans” the name “The Arrow” can take on a greater meaning without limitation.

## **LOGO DEVELOPMENT**

Following the selection of the service name, the SANBAG team moved through the brand development process to the creation of the brand logo. Five (5) logo options were presented to the SANBAG and Omnitrans staff for review and selection. When selecting the final logo, staff took into consideration how it would be applied to rail vehicles, as well as how the logo mark could engage with the ridership independently of the name “The Arrow.” Staff considered the logo in two ways: “The Arrow” and simply “Arrow.” In the end, staff recommends eliminating the word “The” from the logo for readability. However, we anticipate the public will refer to the service as “the Arrow.”

## **CONCLUSION**

With approval of the service brand logo, SANBAG’s next step in the brand development process is to finalize the graphic identity for the Arrow. This includes a visual and messaging hierarchy to provide clear direction on logo standards, correct usage, violations, and mandatory inclusions. It will also stipulate how the logo will be applied to all elements that interact with the service brand, including rail vehicles, signage, marketing collateral, advertisements, and web applications. This deliverable is scheduled to be complete in December 2016.

PSG: WW

# Redlands Passenger Rail Project

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## Service Branding Initiative

Tim Watkins  
Chief, Office of Legislative and Public Affairs  
San Bernardino Associated Governments

# Service Name

## Naming Criteria

Quickly identifiable and memorable

Translates to an icon or mark

Has extendibility for growth into the future



## Service Name

**Emerald**

**Arrow**

**Empire**

**Move**

**Majestic**



Service Name

**Arrow**

**The Arrow**

**Arrow Connector**

**Arrow Line**

**Arrow Trans**



## Service Name

# Arrow

### **The Arrow**

Quickly identifiable and memorable

---

Translates easily to an icon or mark

---

Has extendibility for growth into the future



# Logo Development



*All Caps*



*Initial Caps*



# Logo Development



*All Caps*



*Initial Caps*



# Logo Recommendation



# Logo Recommendation



*Mock Up: DMU Fleet Graphics*



## Next Steps



Board Approval of Brand Logo

Finalize Graphic Identity for the Arrow

Define Visual and Messaging Hierarchy

Provide Clear Directions on Logo Usage &

Standards Launch the Arrow Service Brand to the Public





ITEM # \_\_\_\_\_ G1 \_\_\_\_\_

**DATE:** November 2, 2016

**TO:** Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Maurice A. Mansion, Treasury Manager

**SUBJECT: PUBLIC HEARING – FEDERAL TRANSIT ADMINISTRATION  
SECTION 5307, CONGESTION MITIGATION AIR QUALITY AND  
SECTION 5339 FUNDS**

### **FORM MOTION**

Close the public hearing concerning the Federal Transit Administration (FTA) §5307, Congestion Mitigation Air Quality (CMAQ) and §5339 funds for Fiscal Year 2017 to be held at 8:00 a.m., November 2, 2016, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411.

### **SUMMARY**

The date and time was set with due notice for the federally required public hearing allowing comment on projects involving Federal assistance.

A public hearing affords the opportunity to obtain views of officials and citizens regarding the proposed use of Federal assistance and community support for the amended program of projects.

### **BACKGROUND**

To qualify for Federal assistance through the FTA, Omnitrans is required to hold a public hearing on the proposed use of Federal funds. FTA also requires that Omnitrans give the public sufficient notice, that any comments be incorporated into the grant application and that the notice include language which indicates that in the absence of substantive comments, Federal assistance will be sought.

The projects shown in the Public Hearing Notice (See Page 2) are included in the Fiscal Year 2017 budget and were approved at a previous Board of Director's meeting.

## **FINANCIAL IMPACT**

All projects described are fiscally constrained and are contained in past-approved Omnitrans' budgets.

### ***NOTICE OF PUBLIC HEARING***

Fiscal Year 2017 Capital Projects  
Using §5307, CMAQ and §5339

## **CAPITAL PROJECTS – FY 2017**

Project Description	Total Cost	Federal Share
		<b>FTA 5307</b>
Management Information Systems	\$ 2,400,000	\$ 1,920,000
Replacement of Revenue Vehicles - ACCESS	\$ 1,200,000	\$ 880,000
Replacement/Lease of Service Vehicles	\$ 630,000	\$ 504,000
1% Transit Enhancements	\$ 250,000	\$ 200,000
Capitalization of Tires	\$ 531,542	\$ 425,234
Capitalization of Leases	\$ 138,000	\$ 104,395
Capitalization of ACCESS Service Costs	\$ 1,600,000	\$ 1,600,000
Capitalization of Preventive Maintenance	\$ 10,800,000	\$ 8,640,000
Other	\$ 1,721,674	\$ 1,721,674
<b>Total</b>	<b>\$ 19,271,216</b>	<b>\$ 16,941,200</b>
		<b>FTA CMAQ</b>
Replacement of Revenue Vehicles	\$ 9,580,509	\$ 6,660,000
<b>Total</b>	<b>\$ 9,580,509</b>	<b>\$ 6,660,000</b>
		<b>FTA 5339</b>
Replacement of Heavy Duty Coaches	\$ 1,260,509	\$ 1,260,509
<b>Total</b>	<b>\$ 1,260,509</b>	<b>\$ 1,260,509</b>

**TOTAL FEDERAL SHARE**

**\$ 24,861,709**