



BOARD OF DIRECTORS MEETING
WEDNESDAY, FEBRUARY 1, 2017 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH 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.

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, March 1, 2017 – 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Employee of the Quarter and Employee of the Year Awards
3. One Million-Mile Award

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.

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 #E16 Action on Consent Calendar.

- | | |
|--|----|
| 1. Approve Board Minutes – January 4, 2017 | 5 |
| 2. Receive and File Agency Management Report – Fiscal Year 2017 Second Quarter Report | 9 |
| 3. Receive and File Affirmative Action Status Report – As of January 13, 2017 | 18 |
| 4. Receive and File – sbX E Street Corridor BRT Project – Fiscal Year 2017 Second Quarter Report – December 2016 | 19 |



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E. CONSENT CALENDAR CONTINUED

5. Receive and File Key Performance Indicators – Fiscal Year 2017 Second Quarter Report	21
6. Receive and File Management Strategic Plan Initiatives – Fiscal Year 2017 Second Quarter Report	22
7. Authorize Release – Request for Proposals – RFP-HRS17-68 - Employee Recognition Awards	28
8. Authorize Release – Request for Proposals – RFP-MNT17-69, Bus Cleaning Services	30
9. Authorize Release – Invitation for Bids – IFB-MKP17-65 - Fare Media Printing Services	32
10. Authorize Release – Invitation for Bids – IFB-MNT17-70 - Coolant Supply Services	34
11. Adopt Resolution No. 296-17, Authorize Application Filing and Requests for Reimbursements - California Transit Security Grant Program Funding – (CTSGP) for Fiscal Year 2015-2016	36
12. Adopt Resolution No. 297-17, Certifying that No Non-Profit Organization is Available to Carry Out Service – Federal Fiscal Year 2015-2017, Section 5310 FTA Grant Program	38
13. Adopt 2017 Investment Policy	39
14. Re-Appoint Sam Spagnolo to Valley Transportation Services Board of Directors	51
15. Press Articles and Letters of Interest	53
16. Action on Consent Calendar	

F. DISCUSSION ITEMS

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	62
2. Authorize Award – Contract MNT17-40 - Automotive Parts	63
3. Authorize Award – Contract OPS17-12 - On Board Video Surveillance System (OBVSS)	123
4. Authorize Amendment No. 2 – City of Rialto Metrolink and Omnitrans Funding Agreement for Rialto Metrolink Parking Lot Expansion	181

G. PUBLIC HEARING

1. Call for Public Hearing – Federal Transit Administration Section 5310 Capital Assistance	195
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H. BOARD BUSINESS

Closed Session

1. 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	
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I. REMARKS AND ANNOUNCEMENTS

J. ADJOURNMENT

ITEM # D1

DATE: February 1, 2017

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 February 1, 2017.

Item	Contract	Principals & Agents	Subcontractors
F2	Contract MNT17-40 – Automotive Parts	<i>Factory Motor Parts Eagan, MN Dana Carney Fleet Operations Manager</i>	<i>N/A</i>
F3	Contract OPS17-12 – On Board Video Surveillance System (OBVSS)	<i>Transit Solutions, LLC Zelienople, PA John White President</i>	<i>Quality Mobile Installations, LLC Colorado Springs, CO</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

ITEM # _____ E1 _____

**BOARD OF DIRECTORS' MEETING
MINUTES OF JANUARY 4, 2017**

A. CALL TO ORDER

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 8:00 a.m., Wednesday, January 4, 2017, 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
Council Member Ron Dailey, City of Loma Linda – Vice Chairman
Mayor Carey Davis, City of San Bernardino
Mayor Richard DeLaRosa, City of Colton
Mayor Paul Eaton, City of Montclair
Mayor Paul Foster, City of Redlands
Council Member Ed Graham, City of Chino Hills
Supervisor Curt Hagman, County of San Bernardino
Council Member Bill Hussey, City of Grand Terrace - Alternate
Council Member Penny Lilburn, City of Highland
Mayor Debbie Stone, City of Upland
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
Supervisor Janice Rutherford, County of San Bernardino
Council Member Alan Wapner, City of Ontario

BOARD MEMBERS NOT PRESENT

Supervisor Josie Gonzales, County of San Bernardino
Supervisor Robert Lovingood, County of San Bernardino
Supervisor James Ramos, County of San Bernardino
Mayor Deborah Robertson, City of Rialto
Mayor Eunice Ulloa, City of Chino

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 & Regulatory Compliance
Samuel Gibbs, Director of Internal Audit
Andres Ramirez, IPMO Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Omar Bryant, Maintenance Manager
Anna Jaiswal, Development Planning Manager
Maurice Mansion, Treasury Manager
Ray Maldonado, Employee Relations Manager
Christine Van Matre, Contracts Administrator
Vicki Dennett, Senior Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Erica Vega, Legal Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

Chair Spagnolo and the Board recognized Omnitrans staff members Marge Ewing and Vicki Dennett for their many years of service with the organization. Marge Ewing has been with Omnitrans for 18 years and Vicki Dennett for 23 years.

1. Next Board Meeting: Wednesday, February 1, 2017, 8:00 a.m.
Omnitrans Metro Facility Board Room

C. COMMUNICATIONS FROM THE PUBLIC

There were no public comments.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues.

E. CONSENT CALENDAR

1. Approve Board Minutes – December 7, 2016
2. Receive and File Executive Committee Minutes – September 2, 2016
3. Receive and File Administrative and Finance Committee Minutes – November 10, 2016
4. Receive and File Construction Progress Report No. 53 through November 30, 2016 – sbX
E Street Corridor BRT Project
5. Approve Re-Evaluation of Office Administrator to Office Manager
6. Authorize Release, Request for Proposals – RFP-HRS17-56, Leadership Programs

7. Authorize Release, Invitation for Bids – IFB-ITS17-46, Datacenter and Hardware Refresh
8. Authorize Release, Invitation for Bids – IFB-ITS17-60, Network Monitoring and Ticketing Software Licensing
9. Adopt Resolution No. 295-17, Authorizing Destruction of Records
10. Press Articles and Letters of Interest

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

F. DISCUSSION ITEMS

1. CEO/General Manager's Report

CEO/General Manager P. Scott Graham reported that the CNG Pipeline construction project was currently underway at both East and West Valley Bus Divisions. He stated that fueling was expected to begin by February 2, 2017; however, due to the recent rain, the project would be delayed approximately two weeks.

2. West Valley Connector – Assignment to San Bernardino County Transportation Authority

M/S (DeLaRosa/Riddell) that:

- 1) Directed staff to develop a Cooperative Agreement with the San Bernardino County Transportation Authority (SBCTA), designating SBCTA as the lead agency for Environmental Clearance, Design, Right-of-Way Acquisition and Construction of the West Valley Connector; and
- 2) Authorized the CEO/General Manager, or his designee, to develop and execute Assignment and Assumption Agreement No. 17-1001636 with SBCTA, and Parsons Transportation Group, Inc., for Omnitrans' assignment and SBCTA's assumption of Omnitrans' existing Architectural, Engineering and Final Design Services (SERVICES AGREEMENT) with Parsons Transportation Group, Inc., for the West Valley Connector. The effective date of this Agreement is contingent upon concurrence of the Federal Transit Administration and final review by General Counsel.

Motion was unanimous by Members present.

3. Authorize Award – Contract ADM17-29, General Counsel Legal Services

M/S (Wapner/Roberts) that authorized the CEO/General Manager to award Contract ADM17-29 to Best Best & Krieger, LLP of Riverside, CA for the provision of General Counsel Legal Services for a two (2) year base period beginning January 8, 2017, and the authority to exercise three (3) single option years tied to the Consumer Price Index (CPI) extending the contract to no later than January 7, 2022, in the amount of \$798,121, plus a

ten percent contingency of \$79,812, for a total not-to-exceed amount of \$877,933, should all option years be exercised. Motion was unanimous by Members present.

4. Authorize Award – Contract MNT17-59, Twenty-Three Americans with Disabilities Act Certified Paratransit Vehicles

M/S (Eaton/Graham) authorized the CEO/General Manager to award Contract MNT17-59 to Creative Bus Sales (CBS) of Chino, CA, for the provision of twenty-three (23) Compressed Natural Gas (CNG) Americans with Disabilities Act (ADA) certified paratransit vehicles in an amount of \$2,349,488 plus a 3.27% Cost Allocation Plan of \$76,828, for a total not-to-exceed amount of \$2,426,316. Motion was unanimous by Members present.

G. PUBLIC HEARING

There was no Public Hearing scheduled.

H. BOARD BUSINESS

There was no Closed Session scheduled.

I. REMARKS AND ANNOUNCEMENTS

Board Member Hagman arrived at 8:09 a.m.

There were no remarks or announcements.

J. ADJOURNMENT

The Board adjourned at 8:10 a.m. The next regular meeting is scheduled Wednesday, February 1, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # E2

AGENCY MANAGEMENT REPORT

SECOND QUARTER 2017
FISCAL YEAR 2017

Agency Results

Operating Revenue

Second Quarter Operating Revenue of \$20,430,370 is \$86,455 over budget. Year -to-Date (YTD) Operating Revenue of \$38,139,847 is \$93,537 under budget. The positive quarterly revenue is due to the timing of Measure I reimbursements. The negative YTD variances are driven by a decline in fare revenue and ridership.

Operating Expense

Second Quarter Operating Expense of \$20,742,206 is \$1,439,513 over budget. YTD Operating Expense of \$39,104,127 is \$498,741 over budget. The second quarter's and YTD variances are primarily driven by an increase in casualty and liability insurance and the timing of CNG pipeline conversion.

Ridership

During the Second Quarter, Omnitrans carried a total 2,945,299 passengers. This consisted of 2,838,636 on Fixed Route service and 106,663 on Demand Response routes. This reflects a total system decrease of 14.2% when compared to the same quarter last year. YTD, Omnitrans carried a total of 5,934,094 passengers. This reflects a total system decrease of 11.1% when compared to the same period last year.

Revenue Hours/Revenue Miles

YTD, Omnitrans provided a total of 420,174 revenue hours reflecting an increase of 1.4% versus the same quarter last year. Omnitrans logged a total of 2,659,811 revenue miles during the quarter, reflecting a decrease of 6.7% when compared to same quarter last year. This negative variance is due to a decrease in ridership.

Farebox Recovery Ratio

YTD farebox revenue for Fixed Route is \$5,829,691 versus \$6,423,086 for the same period last year. This is a decrease of 9.24%. The farebox recovery ratio for the quarter is 26%.

YTD revenue for Access is \$881,777 versus \$895,221 for the same period last year. This is an decrease of 1.5%. Farebox recovery ratio for the quarter is 33%.

Financials

Total Salaries and Benefits of \$12,090,831 are \$87,379 over budget for the Second Quarter. YTD Salaries and Benefits of \$23,468,600 are \$538,304 under budget. The current quarter's variance is driven by a one time payment that was made to ATU. The YTD variance is driven by headcount and leave accruals being lower than budgeted.

Total Services are \$734,569 or \$9,427 over budget in the Second Quarter. YTD Total Services are \$1,268,000 or \$177,784 under budget. The current quarter negative variance is primarily driven by increased custodial services at the San Bernardino Transit Center. The YTD positive variance is driven by the timing of other services.

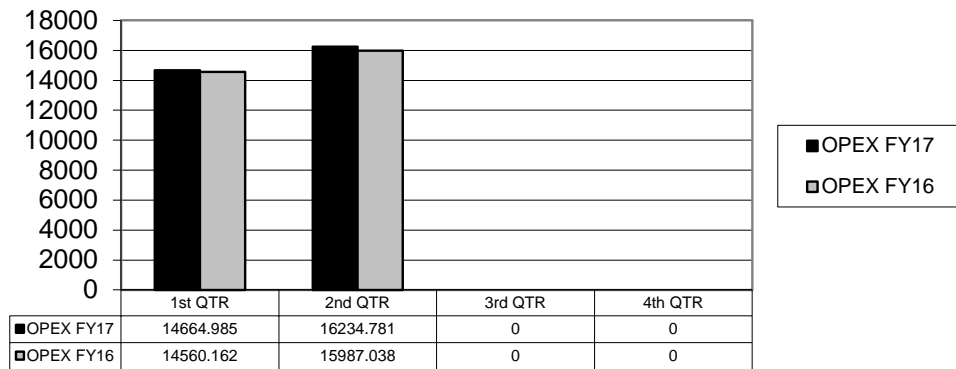
Materials and Supplies are \$1,437,383 or \$39,762 over budget in Second Quarter. YTD Materials and Supplies are \$2,943,808 or \$143,315 over budget. The current quarter and YTD positive variance is driven by the timing of LNG costs.

Purchased Transportation is \$2,261,548 or \$82,840 under budget in the Second Quarter. YTD Purchased Transportation is \$4,453,309 or \$235,467 under budget. The positive variance is primarily due to performance penalties charged to MV Transportation.

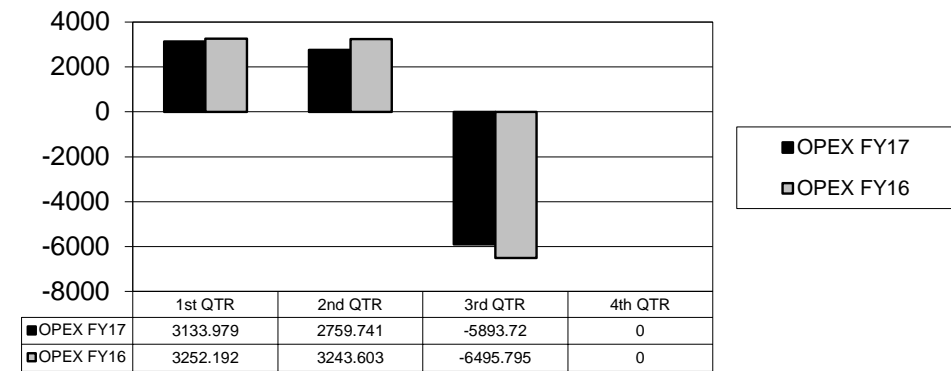
Other Expenses are \$4,204,621 or \$1,476,727 over budget in Second Quarter. YTD Other Expenses are \$6,957,157 or \$1,502,119 over budget. The current quarter and YTD variance is primarily driven by casualty and liability accruals being substantially higher than planned.

Current Quarter		YR/YR	Year-To-Date		YR/YR
2nd Quarter 2017	2nd Quarter 2016	inc/(dec) CURRENT	2nd Quarter 2017	2nd Quarter 2016	inc/(dec) YTD
\$2,759,741	\$3,243,603	-14.9%	\$5,893,720	\$6,495,795	-9.3%
\$914,301	\$447,275	104.4%	\$1,812,629	\$895,221	102.5%
2,838,636	3,172,349	-10.5%	5,718,190	6,389,329	-10.5%
106,663	110,736	-3.7%	215,904	217,116	-0.6%
26.00%	20.42%		19.07%	21.26%	
33.00%	12.90%		28.70%	13.85%	
16.9	19.14	-11.7%	17.1	19.3	-11.6%
2.5	255%	-1.7%	2.5	2.6	-1.6%
0.97	1.02	-4.9%	1.03	1.02	1.4%
8.57	4.04	112.2%	8.40	4.05	107.4%
5.72	5.01	14.2%	5.40	4.78	13.0%
30.15	31.31	-3.7%	29.26	29.23	0.1%
96.69	95.80	0.9%	92.22	92.34	-0.1%
75.54	79.82	-5.4%	74.21	75.39	-1.6%
<u>Actual</u>	<u>Target</u>				
85.76%	90%				
88.25%	90%				
682	674				

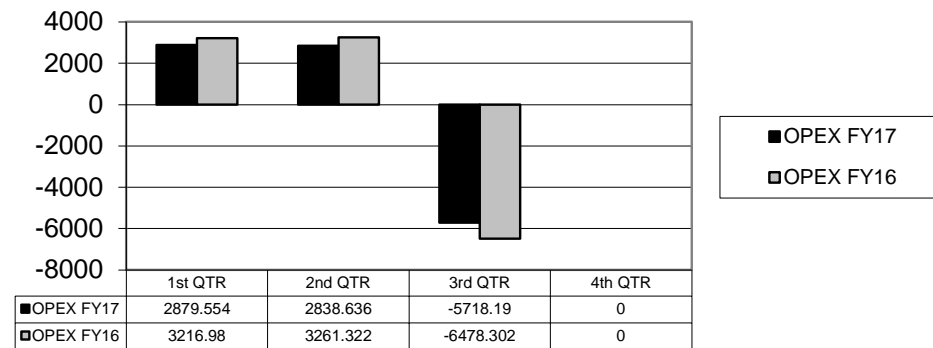
Fixed Route Operating Expense
Thousands



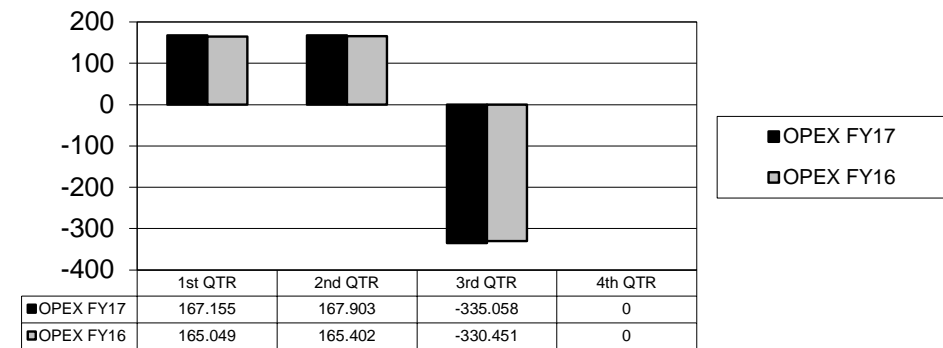
Fixed Route Passenger Revenue
Thousands



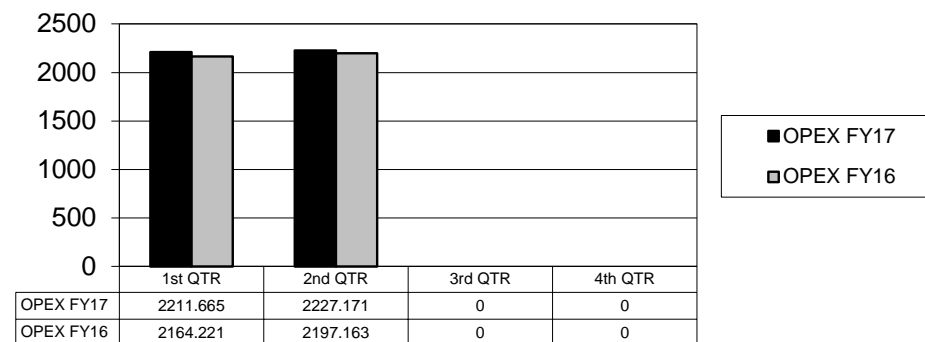
Fixed Route Ridership
Thousands

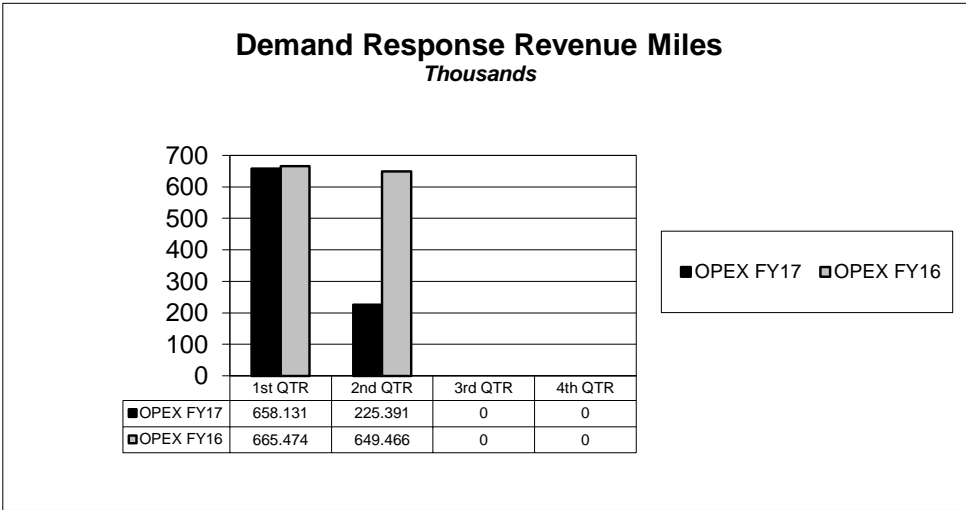
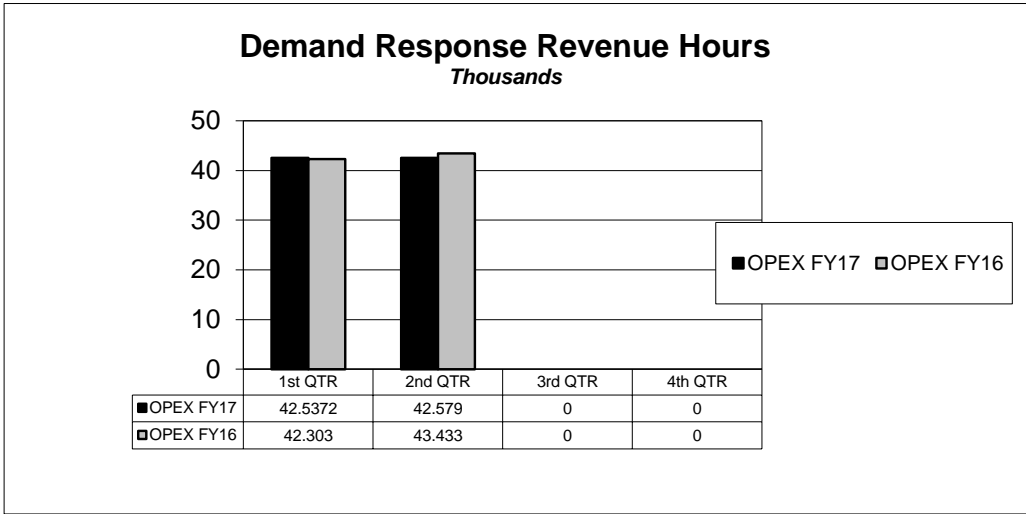
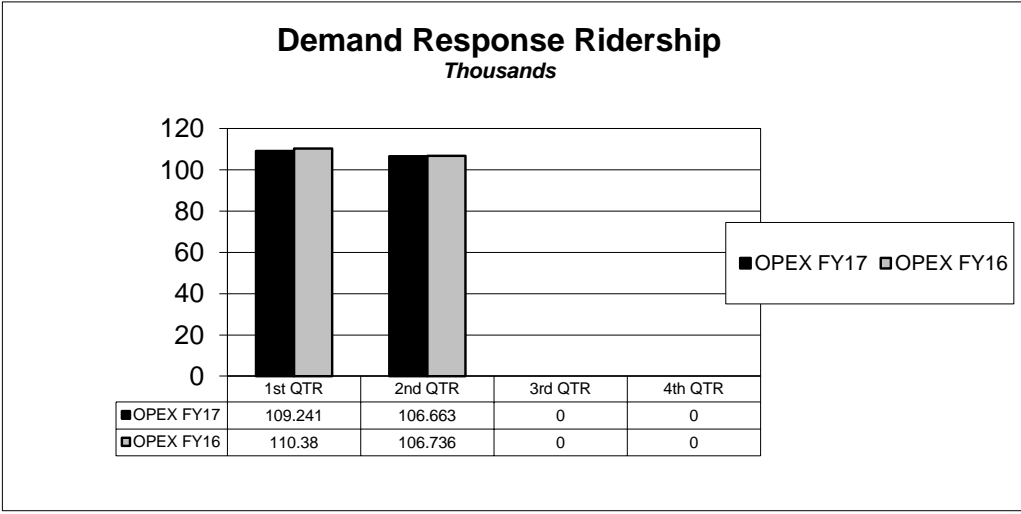
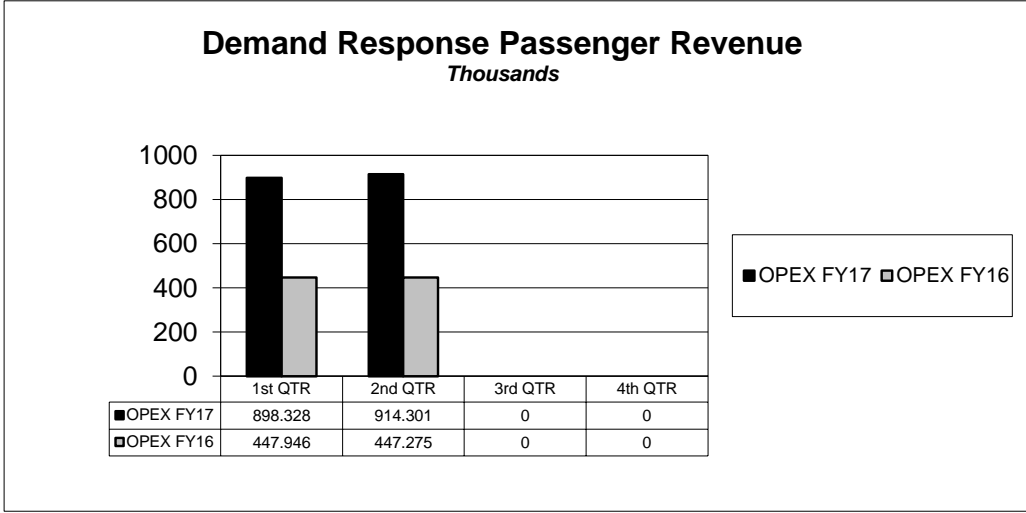
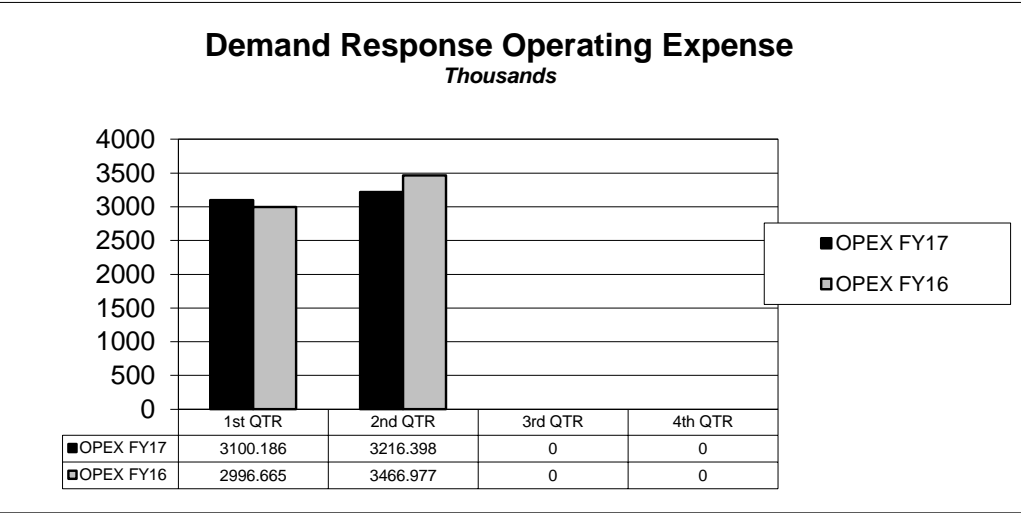


Fixed Route Revenue Hours
Thousands



Fixed Route Revenue Miles
Thousands





Statement of Operations Fiscal Year: 2017

CURRENT QUARTER: Second Quarter (October, November, December)

YEAR-TO-DATE: December 2016

<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Operating Revenues</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>
3,115,144	3,443,003	(327,859)	90%	Passenger Fares	6,614,467	6,886,006	(271,539)	96%
558,898	332,432	226,466	168%	Measure I Subsidy - Fares	1,091,882	664,864	427,019	164%
1,367,568	1,367,568	(0)	100%	Measure I Subsidy - Operating	2,735,136	2,735,137	(1)	100%
93,808	163,750	(69,942)	57%	Auxillary Transportation Revenue	187,176	327,500	(140,324)	57%
(248,037)	15,000	(263,037)	0%	Non-Transportation Revenue	(314,070)	30,000	(344,070)	-1047%
9,993,594	10,185,419	(191,825)	98%	LTF Operating	19,987,188	20,370,838	(383,650)	98%
1,026,408	342,135	684,273	300%	STAF Operating	1,368,540	684,270	684,271	200%
0	0	0	0%	JARC - Operating Assistance	0	0	0	0%
3,225,855	3,370,386	(144,531)	96%	Capital Funds for Operations	6,469,527	6,534,771	(65,244)	99%
0	0							
20,430,370	19,179,272	(86,455)	107%	Total Revenues	38,139,847	38,233,384	(93,537)	100%
				<u>Operating Expenses</u>				
7,638,086	7,327,605	(310,480)	104%	Labor	15,172,007	14,655,210	(516,797)	104%
4,452,745	4,675,847	223,101	95%	Fringe Benefits	8,296,593	9,351,693	1,055,101	89%
734,569	725,142	(9,427)	101%	Services	1,268,000	1,445,784	177,784	88%
1,437,383	1,397,622	(39,762)	103%	Materials and Supplies	2,943,808	2,800,493	(143,315)	105%
903,603	936,154	32,552	97%	Occupany	1,688,202	1,872,309	184,106	90%
1,670,267	1,561,233	(109,035)	107%	Casualty and Liability	3,384,588	3,122,465	(262,122)	108%
2,270	12,321	10,051	18%	Taxes and Fees	2,270	24,641	22,372	9%
2,261,548	2,344,388	82,840	96%	Purchased Transportation	4,453,309	4,688,776	235,467	95%
31,040	254,105	223,065	12%	Printing and Advertising	75,235	508,210	432,974	15%
(2,022)	(35,918)	(33,896)	6%	Miscellaneous Expense	(16,788)	(72,586)	(55,799)	23%
13,253	104,196	90,942	13%	Lease and Rental	13,253	208,391	195,138	6%
58,324	0	(58,324)		Capital Purchase Expense	276,175	0	(276,175)	
19,201,065	19,302,693	101,628	99%	Total Operating Expense	37,556,652	38,605,386	1,048,734	97%
1,229,304	(123,421)	1,352,725		Net Gain (Net Loss)	583,195	(372,002)	955,197	
12,090,831	12,003,452	(87,379)	101%	Sal & Ben	23,468,600	24,006,904	538,304	98%
2,657,146	2,727,894	64,413	97%	Other	5,409,682	5,455,038	45,357	99%

DATE: February 1, 2017

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 October – December 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 December 2016

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
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Cash and Investments Under the Direction of the Treasurer

Local Agency Investment Fund		\$ 8,094,655.53			0.64%	
		\$ 9,500,000.00	\$ (3,800,000.00)		0.66%	
	Interest for QTR	\$ 11,459.04			0.60%	
		\$ 7,900,000.00	\$ (4,000,000.00)		0.68%	
			\$ (3,500,000.00)		0.73%	
		\$ 25,506,114.57	\$ (11,300,000.00)			
Net LAIF Funds			\$ 14,206,114.57			\$ 14,206,114.57
Fair Marketing Value	Fair Value Factor			0.999423823		\$ 14,197,929.33
Union Bank Money Market GMRA		\$ 944,015.11			0.01%	
	Interest	\$ 34.95				
		\$ 3,611,526.00	\$ (123,924.15)			
		\$ 4,555,576.06	\$ (123,924.15)			
			\$ 4,431,651.91			\$ 4,431,651.91
Union Bank Money Market Caltrans Capital Project Funds		\$ 15,993,910.46			0.01%	
	Interest	\$ 26,054.60	\$ (4,189,984.09)			
		\$ 16,019,965.06	\$ (4,189,984.09)			
			\$ 11,829,980.97			\$ 11,829,980.97
Union Bank CDs		\$ 5,294,820.29	\$ (39,826.47)			
		\$ 5,294,820.29	\$ (39,826.47)			\$ 5,254,993.82
		\$ 252,808.16				
	Passenger	\$ 3,245,891.96				
	Grants' Revenue	\$ 26,411,936.82				
	Miscellaneous Revenue	\$ 691,174.75				
	Transfers From (To) LAIF	\$ 11,300,000.00	\$ (17,400,000.00)			
	Transfers From (To) Money Market	\$ 7,925,434.24	\$ (3,611,526.00)			
	Accounts Payable		\$ (17,588,211.26)			
	Payroll and Payroll Taxes		\$ (8,016,350.99)			
	Employee Benefits		\$ (1,184,051.09)			
	Bank Service Charge		\$ (19,076.28)			
Net Union Bank Operating Funds		\$ 49,827,245.93	\$ (47,819,215.62)			
			\$ 2,008,030.31			\$ 2,008,030.31
		\$ 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		\$	37,806,786.34

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: February 1, 2017

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 OCTOBER - DECEMBER 2016

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

Payroll Period	Amount	Register #
10/01/16-10/31/16	\$ 762,673.69	21-22
11/01/16-11/30/16	\$ 825,256.54	23-24
12/01/16-12/31/16	\$1,004,799.44	25-26

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

Payroll Period	Amount	Register #
10/01/16-10/31/16	\$1,906,188.17	21-22
11/01/16-11/30/16	\$1,951,500.15	23-24
12/01/16-12/31/16	\$2,210,391.87	25-26

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

Register Date	Amount	Register #
10/01/16-10/31/16	\$ 6,562,576.86	848-852
11/01/16-11/30/16	\$ 5,304,052.32	853-857
12/01/16-12/31/16	\$ 5,721,582.08	858-863

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

Submitted for the
Board Meeting of:
February 1, 2017

**OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of January 13, 2017**

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	53	104	100	6	0	6	8	40	30	101	54	0	2	13	4	3	** 6	8	24	21	0	0	0	4	2	0	1	12	8	0	0	0	1	0	0
MAINTENANCE	108	27	14	54	5	1	1	4	14	3	0	1	1	0	0	0	0	1	1	0	2	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0
EXECUTIVE OFFICE	6	1	1	0	0	0	0	0	1	1	0	1	0	0	0	0	0	2	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	
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	1	0	0	0	0	0	0	
HUMAN RESOURCES/ SAFETY/SECURITY	14	3	0	1	0	0	0	1	1	6	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	
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	
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	
SPECIAL TRANSPORTATION SERVICES	15	2	0	5	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	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		
IPMO	5	1	0	1	0	0	0	0	1	1	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
AGENCY TOTALS	696	97	122	177	18	1	10	14	64	51	103	81	3	3	16	10	3	* 14	14	26	37	2	0	0	5	3	4	2	12	11	0	0	0	1	0	1

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
Meredith Tshilonda (HR Analyst)

*Reflects numbers from the FY17 budget
*Includes positions budgeted but not filled
**includes 7 temporary 5-week Coach Operator trainee positions

PERCENTAGES

C	B	H	AS	AI	2+	IWD	VET
148	225	258	21	4	26	24	67
22%	33%	38%	3%	0.6%	4%	4%	10%
682							

ITEM # E3

ITEM # E4

DATE: February 1, 2017

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
SECOND QUARTER REPORT – DECEMBER 2016

FORM MOTION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through December 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 Second Quarter Report through December 2016 for the sbX E Street Corridor Project.

CONCLUSION

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

PSG:AR

Attachment

sbX Project – Fiscal Year 2017 Second Quarter Report

For Period: October 2016 to December 2016

Safety:

As of December 31, 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 (11/31/16):	\$185,339,340
Estimate-At-Completion:	\$188,769,570

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:

- Final acceptance and Close Out on-going.
- Final change order documents have been sent to the Contractor.

PA System:

- Material orders placed.
- Mobilization to start in January 2017.

Traffic Signal Synchronization:

- TSP MOU is the final item.

Vehicle Maintenance Facility:

Contract Closeout

- Final Change Order and Final Acceptance need to be issued.

Modification Work

- Mobilization complete; electrical work continues.
- Removal of temporary canopies complete; Completion projected for April 2017.

Project Close Out with FTA:

- Funds transfer for FTA reimbursement complete.
- After-study consultant contract awarded.

Omnitrans Performance Indicators							
Fiscal Year 2017							
Key Performance Indicators	FY17 Goal	Comments	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
1. Cost Effectiveness							
Fare Recovery Ratio - Fixed Route	>20%	Met Goal	28.84%	26.02%			26.86%
Fare Recovery Ratio - Access	>10 %	Met Goal	34.27%	28.43%			33.89%
2. Service Performance							
Ridership - Growth	<=3.1%	Overall ridership down, however sbX is +8.9% and Express Routes are +4.1% YTD through Q2	-11.30%	-11.50%			-11.40%
Complaints - Systemwide (Per 100,000 boardings)	<12 Complaints/100K	Goal not met	13.0 (12.8 Fixed Route; 17.7 Access)	12.1 (12.3 Fixed Route; 7.5 Access)			12.6 (12.5 Fixed Route; 12.7 Access)
Compliments - Systemwide (Per 100,000 boardings)	>1.6 Compliments/100K	Goal not met	1.1 (1.0 Fixed Route; 1.8 Access)	0.9 (0.9 fixed Route; 0.9 Access)			1.0(1.0 Fixed Route; 1.4 Access)
3. Reliability							
Loss of Service - Operations	<250 hours per month (measured as monthly average)	Goal not met	512	323.7			417.85
Loss of Service - Maintenance	<35 hours per month (measured as monthly average)	Goal not met	56.62	41.47			
On-time Performance- Fixed Route	>85%	Met goal	87%	87.00%			87.00%
On-time Performance- Demand Response	92% - 95% - per contract (S RTP has 88%)	Goal Not Met; August and September were transition months with new contractor	88.20%	88.27			8.24%
4. Budget							
Operating Revenue	>95%	Goal Met	98.6%	100.4%			99.5%
Operating Expenses	≤100%	Goal Met	94.0%	99.2%			96.6%
5. Labor							
Operations Absenteeism - Represented - Uncontrolled	<94,000 per year	Met goal	25,768	28,408			54,176

FY 17 Management Plan - 2nd Quarter Report
Strategic Initiative 1 - Operating Cost Reduction

Item # E6

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q2	Notes
Finance	4. Improved operational efficiencies	Fare box recovery	1.1 Transition from LCNG to pipeline gas: Complete LCNG conversion project	% Completed	39%	Compressors were purchased
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)	30%	Developing grading standards by which to rate projects.
Finance	4. Improved operational efficiencies	Capital project ROI	3. Implement process to capture data and submit invoices for MediCal reimbursements	% Completed	100%	Invoiced \$479,458 this quarter. Total invoiced for 1st and 2nd Qtr was \$930,852.

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

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q2	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 - 2nd Quarter Report
Strategic Initiative 3 - West Valley Connector Corridor (Phase II)

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q2	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	89%	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	89%	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	93%	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	15%	Draft MOU's with cities in development.

FY 17 Management Plan - 2nd Quarter Report
Strategic Initiative 4 - Safety and Security Collaboration

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q2	Notes
Safety & Security	1. Reduced customer incidents	Customer safety perception	1. Identify and prioritize key safety and security problem areas.	% Complete	100%	Completed in Quarter 1.
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	14	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	3	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 - 2nd Quarter Report

Strategic Initiative 5 - Technology Optimization

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q2	Notes
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.	15%	Internal questions in development/vetting stage and department KPI's being developed.
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	45%	Multiple options researched; scope being vetted and funding being identified
Technology	2. Improved efficiencies in business processes	Worker productivity	3. Improve the capabilities of the Business Objects reporting tool.	% Complete	60%	Scope submitted and funding identified; pending procurement
Technology	2. Improved efficiencies in business processes	Worker productivity	4. Implement a mobile solution for Maintenance work orders.	% Complete	20%	Scope under development, additional tablets being ordered
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	15%	Drafting Needs Assessment Questionnaire to gather data from Project Managers

FY 17 Management Plan - 2nd Quarter Report

Strategic Initiative 6 - Workforce Development

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q2	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%	Q2 - Solicitation on the street for 5 year Leadership Action Program.

ITEM # E7

DATE: February 1, 2017

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-HRS17-68
EMPLOYEE RECOGNITION AWARDS**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals, RFP-HRS17-68 for the provision of Employee Recognition Awards for three (3) base years and two (2) single option years.

BACKGROUND

Each year Omnitrans recognizes employees for years of service milestones. Certificates of recognition are given at 1, 5, 10, 15, 20, 25, 30, 35, and 40 years, along with a brochure to select a commemorative item based on the recipient's years of service and dedication. The current Contract for Employee Recognition Awards expires July 31, 2017.

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 for this project is \$163,500, if all options are exercised.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Human Resources/Safety Regulatory Department's Operating Budget as follows:

Department	1600
Expenditure Code	509260

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

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will continue to recognize valued employees for their work and longevity with the Agency.

PSG:JMS:KT

ITEM # _____ E8

DATE: February 1, 2017

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-MNT17-69, BUS CLEANING SERVICES

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals, RFP-MNT17-69 for the provision of Bus Cleaning Services for three (3) base years and two (2) single option years.

BACKGROUND

Omnitrans requires bus cleaning services for its fixed route fleet at the East and West Valley facilities. Quarterly cleaning services shall include: seat cleaning, floor scrubbing, cleaning of the driver area, wheel polishing, spot removal, and window cleaning. The current contract for these services expires June 3, 2017.

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 Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$789,888, 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 – Expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

By proceeding with this solicitation, Omnitrans will continue to provide quarterly bus cleaning services.

PSG:JMS:KT

ITEM # E9

DATE: February 1, 2017

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 – IFB-MKP17-65
FARE MEDIA PRINTING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids, IFB-MKP17-65 for the provision of Fare Media Printing Services for two (2) base years and three (3) single option years.

BACKGROUND

Omnitrans utilizes the services of qualified firms to provide the printing of magnetic bus passes and generic trim cards on an as needed basis. Omnitrans requires the printing of various categories of monthly, weekly, daily and generic bus passes to support use on Omnitrans' Ticket Vending Machines and GFI and Odyssey fareboxes. The current provider for Fare Media Printing Services has not been able to meet Omnitrans' delivery 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 Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$185,225, if all options are exercised.

FUNDING SOURCE

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

Department	1400
Expenditure Code	509230

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

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will continue to provide magnetic bus passes and generic trim cards.

PSG:JMS:KT

ITEM # E10

DATE: February 1, 2017

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 – IFB-MNT17-70
COOLANT SUPPLY SERVICES**

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids, IFB-MNT17-70 for the provision of Coolant Supply Services for three (3) base years and two (2) single option years.

BACKGROUND

Omnitrans' Maintenance Department requires coolant to perform preventative maintenance on Omnitrans' fleet of revenue and non-revenue vehicles. Coolant provides corrosion protection to engine components, boil protection, heat transfer to the passenger compartment of vehicles, lubrication to the water pump and general chemical and oxidative stability to ensure efficient functioning of the cooling system. The current contract with Thermo Fluids was approved under the CEO/General Manager's authority of \$50,000 to allow sufficient time for a new solicitation.

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 Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$261,000, 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	504130

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

Short Range Transit Plan/Strategic Initiative Supported – Expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

By proceeding with this solicitation, Omnitrans will continue to perform preventative maintenance as needed on its fleet of revenue and non-revenue vehicles to protect engine corrosion.

PSG:JMS:KT

RESOLUTION NO. 296-17

**A RESOLUTION AUTHORIZING THE CEO/GENERAL
MANAGER TO EXECUTE AND COMPLETE THE FILING OF
APPLICATION AND REQUESTS FOR REIMBURSEMENTS
FOR THE GOVERNOR'S OFFICE OF HOMELAND SECURITY
FISCAL YEAR 2015-2016 CALIFORNIA TRANSIT SECURITY
GRANT PROGRAM FUNDING – (CTSGP)**

WHEREAS, Omnitrans is a public entity established under the laws of the State of California for the purpose of providing transportation services in the County of San Bernardino who desires to apply for and obtain funding for transit security purposes.

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Emergency Management Agency (Cal EMA) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the OMNITRANS is eligible to receive CTSGP funds; and

WHEREAS, OMNITRANS will apply for Fiscal Year 2016 CTSGP funds in an amount up to \$128,566 for Safety and Security Upgrades to ensure the safety and security of OMNITRANS facilities in accordance with the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006; and

WHEREAS, OMNITRANS recognizes that it is responsible for compliance with all Cal EMA CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal EMA requires OMNITRANS to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of OMNITRANS to execute actions necessary to obtain CTSGP funds from Cal EMA and ensure continued compliance with Cal EMA CTSGP assurances, and state and federal laws.

WHEREAS, Resolution No. 296-17 would authorize filing application with and requesting reimbursements from the California Office of Homeland Security (OHS) and would satisfy grant application requirements for the Fiscal Year 2016 Transit Security Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE OMNITRANS BOARD OF DIRECTORS: that **Omnitrans' CEO/General Manager** or his/her designee is authorized to execute and file applications for the federal Department of Homeland Security and subgranted through the State of California, Office of Homeland Security.

CERTIFICATION

The undersigned duly qualified CEO/General Manager acting on behalf of Omnitrans certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Omnitrans Board of Directors held on this 1st day of February 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

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

The foregoing resolution is hereby approved this 1st day of February 2017.

Sam Spagnolo
Chair, Omnitrans Board of Directors

Approved as to form:

Haviva Shane
Counsel for Omnitrans

RESOLUTION NO. 297-17

**A RESOLUTION CERTIFYING THAT THERE ARE NO PRIVATE
NON-PROFIT ORGANIZATIONS READILY AVAILABLE TO CARRY
OUT THE SERVICE DESCRIBED BY THE APPLICATION
SUBMITTED BY OMNITRANS FOR FISCAL YEAR 2015-2017
RELATING TO SERVICES UNDER SECTION 5310 OF THE FEDERAL
TRANSIT ADMINISTRATION GRANT PROGRAM.**

WHEREAS, Omnitrans has provided public hearing notices in general circulation papers on January 20, 2017; and

WHEREAS, there is no public non-profit agency readily available to carry out the proposed transit service, now, therefore, be it

BE IT RESOLVED that Omnitrans is eligible to apply for Federal Transit Administration Section 5310 funds as a public agency in the event there are no readily available non-profit agencies that can perform the proposed deviated fixed-route service in Omnitrans service area.

BE IT FURTHER RESOLVED that, the CEO/General Manager for Omnitrans is authorized to sign the necessary grant application and any related documentation on behalf of Omnitrans.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on this 1st day of February 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

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

Sam Spagnolo, Chair
Omnitrans Board of Directors

Approved as to form:

Haviva Shane
Legal Counsel for Omnitrans

ITEM # E13

DATE: February 1, 2017

TO: Board Chair Sam Spagnolo and Members of the OmniTrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Donald Walker, Director of Finance

SUBJECT: INVESTMENT POLICY STATEMENT FOR 2017

FORM MOTION

Adopt OmniTrans' current Investment Policy Statement to carry forward for period covering January 1, 2017 through December 31, 2017.

This item was not presented to the Administrative and Finance Committee as there were no substantive changes made to the 2016 Investment Policy.

BACKGROUND

California Government Code Section 53646 requires that each legislative body review and adopt an Investment Policy Statement on an annual basis.

The Investment Policy Statement for 2016 was adopted by the OmniTrans Board of Directors on January 6, 2016. There is no change to the Investment Policy Statement for 2017, other than the period covered.

During calendar year 2017, OmniTrans will employ the services of Union Bank for its general banking needs until the end of the contract award no later than September 30, 2017. Prior to the end of the contract OmniTrans staff will complete a solicitation for banking services and present its recommendation to the Board of Directors for award.

At Union Bank, only the projected minimum amount is maintained in the general operating account. The Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) funds created by Proposition 1B are invested in Certificates of Deposits, U.S. Government Securities, and a Government Managed Rate Account (GMRA). All other available cash funds are invested in the Local Agency Investment Fund (LAIF) in accordance with the Investment Policy Statement.

PSG:DW



INVESTMENT POLICY STATEMENT
JANUARY 1, ~~2016~~ 2017 – DECEMBER 31, ~~2016~~ 2017

1. POLICY

It is the policy of **OMNITRANS** to invest public funds in a manner which will provide maximum security with the highest investment return while meeting the daily cash flow demands of **OMNITRANS** and conforming to all state and local statutes governing the investment of public funds.

2. SCOPE

This investment policy applies to the cash funds of Omnitrans, except for its employees retirement system fund, which is administered separately by the California Public Employees' Retirement System (PERS) and the 457 Deferred Compensation Fund, administered separately by the International City/County Management Association Retirement Corporation.

These funds include Operating and Capital Funds.

3. OBJECTIVE

Investable funds shall be invested to the maximum extent feasible. The primary goal of the investment program is to maintain safety and liquidity of principal and interest while maximizing returns, minimizing risks and ensuring that funds are available to meet anticipated cash flow requirements.

In the investment of its funds, Omnitrans will be guided by the following principles in order of importance:

3(A) the primary objective is to safeguard investment principal.

- Safety

Safety and the minimizing of risk associated with investing refer to attempts to reduce the potential for loss of principal, interest or a combination of the two. The first level of risk control is found in state law which restricts the particular type of investments permissible for governmental entities. The second level of risk control is reduction of default risk by investing in instruments that appear upon examination to be the most credit worthy. The third level of risk control is reduction of market risk by investing in instruments that have maturities coinciding with planned dates of disbursement, thereby eliminating risk of loss from a forced sale.

3(B) the secondary objective is to maintain sufficient liquidity to ensure that funds are available to meet daily cash flow requirements.

- Liquidity

Liquidity refers to the ability to easily sell at any time with a minimal risk of losing some portion of principal or interest. Liquidity is an important quality for an investment to have, for at any time OMNITRANS may have unexpected or unusual circumstances that result in larger disbursements than expected, and some investments may need to be sold to meet the contingency. Most investments of OMNITRANS are highly liquid.

3(C) the third and last consideration is to achieve a reasonable rate of return or yield consistent with these objectives.

- Yield

Yield is the potential dollar earnings an investment can provide, and also is sometimes described as the rate of return. OMNITRANS attempts to obtain the highest yield possible when selecting an investment, provided that the criteria stated in the Investment Policy for safety and liquidity are met.

4. DELEGATION OF AUTHORITY

The CEO/General Manager, as the Treasurer of Omnitrans, is hereby authorized to invest or to reinvest the funds of Omnitrans, or to sell or exchange securities purchased all within the meaning, and as limited by the provisions of Government Code Section 53607.

The Finance Director is designated as the Investment Officer of the Agency and is responsible for investment decisions and activities, under the direction of the CEO/General Manager. In the absence of the Finance Director, the CEO/General Manager will designate the temporary Investment Officer.

5. RESPONSIBILITY OF INVESTMENT OFFICERS

Cash management and investment transactions are the responsibility of the Investment Officer. The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

6. INDIVIDUALS AUTHORIZED TO UNDERTAKE INVESTMENT TRANSACTIONS

The following officials are authorized to implement the cash management and investment transactions decisions of the Investment Officer by undertaking investment transactions on behalf of Omnitrans:

- CEO/General Manager
- Director of Finance
- Accounting Manager

7. PRUDENCE

Omnitrans operates its cash investments subject to the “Prudent Investor Standard” which obligates a fiduciary to ensure that:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in the like capacity and familiarity with those matters would use in the conduct of funds of the like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency.

Within the limitations of this standard and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

8. SAFEKEEPING

The investment securities purchased by the Agency shall be held in safekeeping by a designated financial institution, during FY 2002-03 all accounts were moved to Union Bank. The institution shall issue a safekeeping receipt to the Agency listing the specific instrument, rate, maturity and other pertinent information.

Safekeeping procedures shall be reviewed annually by the independent auditor. The independent auditor shall conduct surprise audits of safekeeping and custodial systems.

9. ETHICS AND CONFLICTS

Officers and employees who are directly involved in the investment program shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions.

10. MONITORING AND ADJUSTING THE PORTFOLIO

The Investment Officer will routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments, and will adjust the portfolio accordingly.

11. INTERNAL CONTROLS

Internal controls shall be reviewed annually by the independent auditor. The controls shall be designed to prevent a loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

12. INVESTMENT PROCEDURES

The Finance Department is responsible for establishing separate investment procedures which adhere to and implement this Statement of Investment Policy.

13. REPORTING REQUIREMENTS

The Investment Officer shall, under the direction of the CEO/General Manager, generate a monthly report for management purposes which will include, but not be limited to:

- Type of investment
- Institution
- Date of maturity
- Amount of deposit or cost of security
- Rate of interest
- Statement relating the report to the Statement of Investment Policy
- Statement that there are sufficient funds to meet the next 30 days' obligations

14. SHORT-TERM VERSUS LONG-TERM PORTFOLIO

All funds invested for one day to six months shall be considered short-term. Funds invested for a period in excess of six months shall be considered long-term.

15. SHORT-TERM PORTFOLIO DIVERSIFICATION

The Agency will diversify use of investment instruments to avoid incurring unreasonable risk inherent in overinvesting in specific instruments, individual financial institutions or maturities.

Diversification by Instrument:

- U.S. Government Securities, or it's agencies
- Small Business Administration Loans

- Bankers Acceptance
- Commercial Paper
- Negotiable Certificates of Deposits
- Medium Term Notes
- Repurchase Agreements
- Local Agency Investment Fund (LAIF)
- California Asset Management Program (CAMP)
- California Local Agency Securities System (CLASS)

16. Maturity Scheduling:

- Investment maturities of operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (e.g. payroll, contractor's payments, lease payments, etc.) and considering sizeable blocks of anticipated revenue (e.g. LTF and Federal operating funds).

17. LONG-TERM PORTFOLIO DIVERSIFICATION

Instruments and diversification for the long-term portfolio shall be the same type as for the short-term portfolio, but with longer investment periods (over six months).

Maturity scheduling shall be timed according to anticipated needs.

18. AUTHORIZED INVESTMENTS (G.C. 53601)

The average maturity of Omnitrans' investments should not exceed two-and-one-half years, with no single investment being made for over five years, except with legislative approval as authorized under Section 53601 of the California Government Code. At no time should current cash flow requirements be jeopardized.

Omnitrans may invest in the following legal investments as defined in Section 53601 of the California Government Code: 53601. This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local agency having money in a sinking fund or money in its treasury not required for the immediate needs of the local agency may invest any portion of the money that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery. For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of

the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

(a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.

(b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

(d) Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

(e) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

(f) Bankers acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers acceptances may not exceed 180 days' maturity or 40 percent of the agency's money that may be invested pursuant to this section. However, no more than 30 percent of the agency's money may be invested in the bankers acceptances of any one commercial bank pursuant to this section.

This subdivision does not preclude a municipal utility district from investing any money in its treasury in any manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code).

(g) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars (\$500,000,000).

(C) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.

(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their money in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

(h) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the agency's money which may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or any person with investment decision-making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

(i) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of any securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.

(2) Investments in repurchase agreements may be made, on any investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

(3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:

(A) The security to be sold on reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.

(B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.

(C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty by way of a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(4) (A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may only be made upon prior approval of the governing body of the local agency and shall only be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

(B) For purposes of this chapter, "significant banking relationship" means any of the following activities of a bank:

(i) Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.

(ii) Financing of a local agency's activities.

(iii) Acceptance of a local agency's securities or funds as deposits.

(5) (A) "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

(B) "Securities," for purpose of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

(C) "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.

(D) "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

(E) For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.

(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

(j) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by a nationally recognized rating service. Purchases of medium-term notes shall not include other instruments authorized by this section and may not exceed 30 percent of the agency's money that may be invested pursuant to this section.

(k) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).

(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) and with assets under management in excess of five hundred million dollars (\$500,000,000).

(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge and shall not exceed 20 percent of the agency's money that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

(l) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

(m) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

(n) Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized rating service and rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service. Purchase of securities authorized by this subdivision may not exceed 20 percent of the agency's surplus money that may be invested pursuant to this section.

53601.1. The authority of a local agency to invest funds pursuant to Section 53601 includes, in addition thereto, authority to invest in financial futures or financial option contracts in any of the investment categories enumerated in that section.

53601.5. The purchase by a local agency of any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank.

53601.6. (a) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

(b) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) that are authorized for investment pursuant to subdivision (k) of Section 53601.

19. DESIGNATED AUTHORIZED INVESTMENTS

The listing shall be formally designated by Omnitrans and only investments from this designated list will be authorized.

California State Investment Pool (Local Agency Investment Fund or LAIF {Government Code Section 16429.1 – 16429.3}).

California Asset Management Program (CAMP {Government Code Section 6502; Section 53630; Section 53601 and/or 53635}).

California Local Agency Securities System (CLASS {Government Code Section 6502; Section 53630; Section 53601 and/or 53635}).

Whenever possible, bids and offers for any investment security shall be taken from a minimum of two security dealers/brokers, banks, and/or savings and loans. Awards shall be made to the highest responsible bidder or best offer.

All securities purchased must be held in safekeeping by Omnitrans' safekeeping agent, currently Union Bank. The securities shall not be held by the dealer or broker from whom they are purchased. Confirmations for all investments will be reviewed for conformity with the actual transactions. All financial institutions, whether investment banks, dealers, commercial banks or savings and loan institutions must be licensed by the National Association of Security Dealers (NASD) and be approved by the Finance Director before they receive Omnitrans funds or are able to conduct business with Omnitrans. Prior to approval, each financial institution will be physically visited by the Finance Director and/or his/her designee to meet with the principals of the firm and to inspect their offices for stability and financial capabilities. Further, these visitations will continue periodically, preferably annually, on an ongoing basis to ensure eligibility (due diligence). All firms with whom Omnitrans does business will have a strong capital base and be deemed creditworthy before conducting business with such firms. The Finance Director or his/her designee will prescribe minimum standards by which these firms can be judged creditworthy.

Generally, losses are acceptable on a sale of securities prior to maturity and should be taken if (a) the sale proceeds will enhance the overall yield over the life of the new security, or (b) there is a potential imminent risk of principal due to a change in the creditworthiness of the issuer or other factors jeopardizing the propriety or safety and liquidity of public funds.

Where possible, Omnitrans investments shall be placed, confirmed, held, accounted for, and/or audited by different people.

The Finance Director or his/her designee will perform a monthly review of the investment function. This review will consist of:

- Comparison of the investment records to the independent statements and confirmation notices received from brokers, dealers, banks and other financial institutions.
- Review of the contents of the investment portfolio to assure that it conforms with the provisions of this Statement of Investment Policy and the laws of the State of California.
- Review of the financial institutions with whom investments have been made to assure that they have been approved by the Finance Director.

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ITEM # _____ E14 _____

DATE: February 1, 2017

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

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: RE-APPOINT SAM SPAGNOLO TO VALLEY TRANSPORTATION SERVICES BOARD OF DIRECTORS

FORM MOTION

Re-appoint Sam Spagnolo, City of Rancho Cucamonga, to the Valley Transportation Services (VTrans) Board of Directors through December 31, 2017.

BACKGROUND

Following the determination to consolidate the CTSA operations under Omnitrans, VTrans has been working with Omnitrans to implement an orderly transition of VTrans' functions without a disruption of services to service providers and consumers. As part of the transition, VTrans approached Caltrans regarding the need to transfer to Omnitrans the \$300,000 grant of 5310 funding that had been awarded to VTrans for the Rural Volunteer Driver program. At that time, staff discovered that Caltrans does not allow for grant awards to be transferred to another agency, and that VTrans had to either operate the program itself or forfeit the funding.

To avoid forfeiting the grant funding, VTrans is continuing to operate the program through an Administrative Agent agreement between VTrans and Omnitrans. Under the Administrative Agent agreement, VTrans utilizes Omnitrans staff to operate the Rural Volunteer Driver Program, and reimburses Omnitrans for those services.

While nearly all of VTrans' prior functions are now being performed by Omnitrans, the need to continue operating the Rural Volunteer Driver Program has delayed the formal winding down of VTrans. And until the grant funds been expended and all of VTrans' remaining obligations have been transferred to Omnitrans, VTrans still requires a Board of Directors to direct the operation of the non-profit agency and to direct the final winding down of the agency.

Pursuant to VTrans' Bylaws, Omnitrans appoints two VTrans Board Members. As the term of Sam Spagnolo expired December 1, 2016, it is necessary to re-appoint Member Spagnolo for an additional term. Omnitrans is recommending extending the term to December 31, 2017, to coincide with the other members' terms. The other Omnitrans appointee to the VTrans Board of Directors is Penny Lilburn, City of Highland. Her term is also set to expire in December 2017.

FUNDING SOURCE

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

CONCLUSION

Re-appointing Sam Spagnolo to the VTrans Board of Directors will allow VTrans to continue to operate in compliance with non-profit rules and regulations while the formal process for winding down the Agency continues. It is anticipated that the winding-down process will be completed by year's end.

PSG

Mountain News
Wednesday, December 14, 2016

Mountain News
December 14, 2016

Proposals are due at 3:00 p.m.

Proposals are due at 3:00 p.m. PDT, Tuesday, January 10, 2017. Proposals must be submitted electronically using Omnitrans' Procurement online bidding system at www.omnitrans.org.

The RFP documents can be obtained via download at Omnitrans' Procurement online bidding system at www.omnitrans.org.

Omnitrans affirmatively ensures that Disadvantaged and Women-Owned Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin.

Omnitrans

1700 West Fifth Street

San Bernardino, CA 92411

Contract Administrator: Krystal N. Turner

Phone: (909) 379-7202

Email: krystal.turner@omnitrans.org

Sun
Wednesday, December 14, 2016

The Sun

December 14, 2016

Sister McKinney in Muscoy invites friends in need to Christmas feast

By Michel Nolan, The Sun

For the 33rd year, Sister Mary McKinney is feeding hundreds of hungry people Friday for her annual Christmas feast.

In conjunction with St. Stephen's Church and Samaritan Social Services, McKinney is inviting friends in need to enjoy a homemade Christmas meal from noon to 4 p.m. in front of the church at 2219 W. Third Ave., in the Muscoy area of San Bernardino.

"We've already started to prepare food," McKinney said.

Lots of it.

On the feast menu are roast beef, turkey, chicken, gravy, dressing, candied yams, cranberry sauce, mixed vegetables, tossed salad, rolls, pies, cakes and ice cream.

Entertainment will include folklorico dancers, singers and a band called Mt. Zion Church.

Children can enjoy arts and crafts with local teachers, McKinney said.

These good Samaritans also will be giving out clothing and bed linens. Toys will be given out to children ages 2 through 10.

They also will pass out food bags and Bibles for guests to take home.

"We're going to be celebrating the birth of Jesus and speaking about how He came and gave. He is the real giver. He gives life," McKinney said.

For more information, call 909-287-4868.

McKinney has arranged for free, one-day bus passes to the Christmas dinner. For route and schedule information, contact Omnitrans at 800-966-6428 or www.omnitrans.org.

Yucaipa News-Mirror

Friday, December 16, 2016

News Mirror - December 16, 2016

Riddell is elected mayor of Yucaipa

Yucaipa has a new mayor and it's Dick Riddell. During the Dec. 12 Yucaipa City Council meeting under regular business, Councilman Bobby Duncan nominated Dick Riddell for mayor. To be selected as mayor, a councilmember must receive at least three affirmative votes.

Councilman David Avila seconded Riddell's nomination and Riddell was the third affirmative vote.

Prior to that, former mayor Denise Hoyt nominated Mayor Pro Tem Greg Bogh for mayor but it did not receive three affirmative votes. However, Bogh was nominated for mayor pro tem and received the necessary affirmative votes.

Since city incorporation, the selection process for mayor has always been council chooses its mayor and mayor pro tem.

"Since 1994, council has selected mayor by nomination and majority vote," said Deputy City Manager Jennifer Shankland.

This year, however, a new item was on the agenda, a review and consideration for another process of selecting a mayor.

Council was given five options; to make no change and maintain the current process, rotation based on district and the mayor pro tem would automatically become mayor, rotation based on seniority and votes, rotation based on seniority and percentage of votes and the final option was rotation based on seniority.

Council rejected all new options of selecting a mayor.

"This is a bombshell to me," said Councilman Avila. "I don't know what motivated two or three people to bring this up. I am a firm believer if it isn't broken, we don't necessarily need to fix it."

Avila said he supported the original option one to leave the mayor selection process as is.

Mayor Pro Tem Bogh said, "I concur with Councilman Avila. Maybe an option we could do is rotate it (mayor and mayor pro tem) every two years. No more than two years."

"I'm in favor of leaving it just the way it is," said Mayor Riddell. Councilman Duncan concurred, "I'm in favor of that as well."

Councilmember Hoyt said, "Okay it sounds like we have a majority position on this item as it stands and I am fine with whatever the council has decided to do. This is all new to us, having election separated into districts."

She said regarding a new way of selecting a mayor, "It's worth at least having a conversation about. We do want to make sure that we have an opportunity for dialogue."

Avila voted to maintain the option one. Riddell seconded the motion. The item passed 5-0.

After the council meeting newly elected Riddell said, "I'm honored to be selected by my fellow councilmembers once again as mayor. And I would like to commend Denise Hoyt for the superb job she has done for the last four years."

Riddell went on to say he resigned his position as board member on SANBAG and Omnitrans so he could devote his full time to mayor duties.

"So I could best serve the citizens of Yucaipa," said Riddell. "And I will work closely with David Avila, my replacement on SANBAG and Omni trans. I want to devote all my energies to being mayor."

24/7 Headline News

Sunday, December 18, 2016

24/7 Headline

December 18, 2016

RIVERSIDE MAN ARRESTED FOR CARJACKING OMNI TRANS BUS

MUSCOY – A 28-year-old man was arrested after carjacking and crashing a bus on Saturday evening. At around 5:42 p.m. suspect, **Erin House** flagged down a bus driver.

The bus, according to authorities specializes in transporting handicapped and otherwise disabled passengers. When the bus stopped House forced his way onto the bus and demanded the driver to assist him. The bus was occupied only by the female driver and one disabled passenger who tried to stop House from getting on the bus.

House continued in and forced his way passed the disabled passenger to assault and steal the wallet belonging to the driver. The driver and the passenger quickly exited the bus and House, using the keys that remained in the ignition drove the bus away. He continued through several blocks colliding into a parked vehicle and continuing on until reaching a dead end on Kern Street. House was apprehended and transported to the West Valley Detention Center.

The Sheriff's Department is asking for the public's assistance in this case. If you have any information regarding this case, please contact Sheriff's Dispatch at 909-387-8313. You can also remain anonymous by contacting the WeTip Hotline at 1-800-78-CRIME or at the WeTip on-line site located at <http://wetip.com>.

Press Enterprise

Friday, December 23, 2016

The Press Enterprise
December 23, 2016

What's open and closed Christmas weekend

What's open and closed Christmas weekend.

GOVERNMENT OFFICES: Federal, state, county and city offices will be closed Monday, Dec. 26.

MAIL DELIVERY: Mail will be delivered Saturday, but not Sunday or Monday.

FINANCIAL INSTITUTIONS: Some banks, savings and loans and credit unions will close early Saturday. All financial institutions will be closed Sunday and Monday.

STORES: Most are open Saturday but will close early. Most stores will be closed Sunday.

PUBLIC TRANSPORTATION: Riverside Transit Agency, Dial-A-Ride will run Saturday and will operate on a normal Sunday schedule on Sunday. Omnitrans buses will run Saturday, but not Sunday. Administrative offices will be closed Monday. The Riverside and San Bernardino Metrolink line will run on a regular schedule Saturday. Metrolink will operate on a Sunday schedule Sunday and Monday.

LIBRARIES: Riverside County libraries will be closed Sunday and Monday. San Bernardino County libraries are closed Saturday through Monday.

SCHOOLS AND COLLEGES: Schools are not in session.

GARBAGE PICKUP: City of Riverside, Burrtec and Riverside CR&R will not have service Monday. Pickup will be delayed one day. For residents serviced by Waste Management and San Bernardino County, CR&R will have normal service. Riverside and San Bernardino county landfills will be open Saturday, are closed Sunday and will reopen Monday.

Press Enterprise

Thursday, December 29, 2016

The Press Enterprise
December 29, 2016

What's open and closed New Year's Day weekend

What's open and closed New Year's Day weekend.

GOVERNMENT OFFICES: Federal, state, county and city offices will be closed Monday, Jan. 2.

MAIL DELIVERY: Mail will be delivered Saturday, Dec. 31, but not Sunday or Monday.

FINANCIAL INSTITUTIONS: Some banks, savings and loans and credit unions will close early Saturday. All financial institutions will be closed Sunday and Monday.

STORES: Most are open Saturday but will close early. Most stores will be closed Sunday.

PUBLIC TRANSPORTATION: Riverside Transit Agency's Dial-A-Ride will operate on a normal Sunday schedule on Sunday. **Omnitrans buses will run Saturday, but not Sunday. Administrative offices will be closed Monday.** The Riverside and San Bernardino Metrolink line will run on a regular schedule Saturday. Metrolink will operate on a Sunday schedule Sunday and Monday.

LIBRARIES: Riverside County libraries close by 5 p.m. Saturday and will be closed Sunday and Monday. San Bernardino County libraries are closed Saturday through Monday.

SCHOOLS AND COLLEGES: Not in session

GARBAGE PICKUP: City of Riverside, Burrtec and Riverside CR&R will not have service Monday. Pickup will be delayed one day. For residents serviced by Waste Management and San Bernardino County, CR&R will have normal service. Riverside and San Bernardino county landfills will be open Saturday, are closed Sunday and will reopen Monday.

Press Enterprise
Tuesday, January 03, 2017

The Press Enterprise
January 3, 2017

Man arrested on suspicion of assaulting bus driver in Colton

A Redlands man was arrested Tuesday, Jan. 3, in Colton on suspicion of assaulting an Omnitrans bus driver, leaving them with cuts on their face.

Adrian Guevara, 32, was taken into custody around 4 p.m. in the 1100 block of South Mount Vernon Avenue as he ran away from the scene by a Colton Police Department officer, according to a Police Department news release. The officer was flagged down by witnesses.

Guevara was found to have several San Bernardino County warrants, the news release said. He was booked into jail on the warrants and on suspicion of aggravated assault on a bus driver.

Sun
Tuesday, January 03, 2017

The Sun
January 3, 2017

Redlands man arrested on suspicion of assaulting bus driver in Colton

A Redlands man was arrested Tuesday in Colton on suspicion of assaulting an Omnitrans bus driver, leaving the driver with cuts on the face.

Adrian Guevara, 32, was taken into custody by a Colton police officer around 4 p.m. in the 1100 block of South Mount Vernon Avenue as he ran away from the scene, according to a Colton Police Department news release. The officer was flagged down by witnesses.

Guevara was found to have several San Bernardino County warrants, the news release said. He was booked into jail on the warrants and on suspicion of aggravated assault on a bus driver.

The bus driver was taken to a hospital for treatment.

Fontana Herald News

Wednesday, January 11, 2017

Fontana Herald News
January 11, 2017

Fontana City Councilmember Sandoval asks Armendarez when he will resign from School Board

Sparks flew during the Jan. 10 Fontana City Council meeting when the now-Mayor Pro-tem Jesse Sandoval asked newly-elected Councilmember Jesse Armendarez if he was resigning that night from the Fontana Unified School District Board of Education, where he currently serves.

Citing transparency issues, Sandoval pushed Armendarez to resign on the spot as school board member.

Armendarez did not comply and instead urged Sandoval to read an article in a local newspaper to learn about the date of his resignation from the board. He was elected to a four-year term with the FUSD two years ago.

Armendarez told The Sun newspaper that he will resign from the school board prior to the next FUSD meeting, which is scheduled for Jan. 18. Armendarez added that the resignation would take effect on Jan. 20.

Fontana Mayor Acquanetta Warren interrupted the heated exchange by saying "Stop" several times.

"I want both of you to stop, please stop. We are in a meeting right now. I heard the question and I said stop, stop. I said stop. OK, I'll tell you what, we will be adjourning to the next regular City Council meeting on Jan. 24, 2017," said Warren, ending the meeting.

Armendarez declined to make comments to the Herald News after the meeting.

The exchange began at the very end of the meeting, after the council's appointments to local agencies and regional board organizations.

Armendarez was appointed to serve as the city's representative with the Inland Empire Utilities Agency, with Councilmember Michael Tahan as the alternate.

In another appointment, Councilmember John Roberts was selected to serve with the Omnitrans Board of Directors, with Sandoval as the alternate.

In addition, Warren was appointed to the San Bernardino County Transportation Authority and the San Bernardino Council of Governments, prior known as SANBAG, with Sandoval as the alternate.

ITEM # F1

DATE: February 1, 2017

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

In December 2016, the Board awarded a contract to Redhill Group to conduct three surveys. Each of these surveys has begun. The first survey is a Systemwide On-board intercept, which will provide information for the sbX Before and After Study, about perceived safety at individual bus stop, trip origins and destinations and satisfaction with Omnitrans service. A survey of Access riders will be used to further inform decisions within Omnitrans Special Transit Services Department. Finally, Redhill Group is surveying businesses along the sbX Green Line to determine the impact of sbX on those businesses. Results will be available in late April and will be followed by focus groups on key topics from the survey.

Representatives from METROLINK External Affairs Office visited Omnitrans on 19 January to discuss improving bus bridge operations in the event of METROLINK service interruptions. We have assisted in providing 35 of 44 bus bridge requests over the past year, transporting 1,155 passengers. Of the twelve transit agencies (public and private) that participate in assisting METROLINK in bus bridge operations, only LAMETRO AND OCTA provided a comparable response rate to Omnitrans. The remaining nine agencies declined rate percentage for assisting METROLINK ranged between 31-89 percent over the same period

IPMO Program Manager Andres Ramirez will provide a progress and schedule update on the construction of Compressed Natural Gas (CNG) pipeline.

PSG:vd

ITEM # _____ F2 _____

DATE: February 1, 2017

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 MNT17-40
AUTOMOTIVE PARTS**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT17-40 to Factory Motor Parts of Eagan, Minnesota, for the provision of Automotive Parts for a two (2) year base period beginning February 2017, and the authority to exercise three (3) single option years extending the contract to no later than January 2022, in the amount of \$449,629, plus a ten percent contingency of \$44,962, for a total not-to-exceed amount of \$494,591, should all options years be exercised.

BACKGROUND

Omnitrans has an ongoing requirement to purchase new and remanufactured parts for its fleet of non-revenue vehicles and trucks. Parts delivered under this contract will be used in the repair and maintenance of these vehicles. Purchasing parts under contract provides the Agency a cost savings through economies of scale and will reduce down time.

On September 30, 2016, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-MNT17-40 for Automotive Parts. Notices were published in two (2) local newspapers of general circulation, two (2) minority papers, and posted on Omnitrans' online bidding system. Five (5) proposals were received by the December 6, 2016 deadline, and four (4) were deemed responsive.

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	Factory Motor Parts	H&H Auto Parts Wholesale	Parts Authority Metro LLC	Genuine Auto Parts
Responsiveness	15	14.37	12.00	9.00	11.50
Quality of Work	30	29.00	24.00	18.00	21.00
Experience	20	19.33	17.33	12.00	14.67
Technical Score	65	62.70	53.33	39.00	47.17
Cost/Price	35	35.00	22.00	31.00	21.00
Totals	100	97.70	75.33	70.00	68.17

All firms were found to be within the competitive range and invited to submit Best and Final Offers (BAFO's). Factory Motor Parts and H&H Wholesale reduced their total price.

Selection Criteria	Total Points Possible	Factory Motor Parts	H&H Auto Parts Wholesale	Parts Authority Metro LLC	Genuine Auto Parts
Technical Total	65	62.71	53.33	39.00	47.17
BAFO Cost/Price	35	35.00	23.00	30.00	21.00
Final Total Score	100	97.71	76.33	69.00	68.17

With same day delivery coordinated through their Riverside, CA office, Factory Motor Parts scored the highest technically and proposed the lowest discounted pricing. Factory Motor Parts offers a variety of customizable reports, such as usage, exceptions, and availability reports.

The proposed discounts off list will remain the same for all five (5) years. The BAFO pricing is 35% lower than the next highest ranked firm. Factory Motor Parts proposed the same pricing to Omnitrans as their State of California Automotive Parts Master Agreement 7-15-99-25-01 and is deemed fair and reasonable.

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 – N/A

CONCLUSION

By proceeding with this award, Omnitrans will benefit from economies of scale and reduce downtime for buses.

PSG:JMS:KT



CONTRACT AGREEMENT

between

FACTORY MOTOR PARTS
1380 Corporate Center Curve
Eagan, MN 55121

(hereinafter "CONTRACTOR")
Telephone: (719) 599-0237
Email: (719) 434-2417

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT17-40

AUTOMOTIVE PARTS

Contract Amount: \$174,528.00

Omnitrans Project Manager:

Name: Rick Barone
Title: Materials Manager
Telephone: (909) 379-7204
Email: rick.barone@omnitrans.org

Contract Administrator:

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



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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 February 2016, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Factory Motor Parts (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 ____ 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 through February _____ 2022, which period encompasses the Initial Term and the Option Year One, Option Year Two and Option Year Three.

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 One Hundred Seventy Four Thousand, Five Hundred Twenty Eight Dollars (\$174,528), 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 15th 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

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
Contract Administrator

To CONTRACTOR:

Factory Motor Parts
1380 Corporate Center Curve
Eagan, MN 55121
Attn: Dana Carney
Fleet Operations 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: 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>
Rodney McNeal	Fleet Specialist Manager

Dana Carney	Fleet Operations Manager
John Berg	Director of Fleet Channel
Pat Brosnan	Regional Sales Manager
Mike Sherrill	Regional Operational 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.

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**

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.
- 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

- 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-MNT17-40 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated December 6, 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

CONTRACTOR

P. Scott Graham
CEO/General Manager

Name:
Title:

Date

Date

Federal Tax I.D. No. 41-0639421

DP____

CM____

ATTACHMENT A - SCOPE OF WORK
MNT17-40
AUTOMOTIVE PARTS

A. GENERAL REQUIREMENTS

1. Contractor shall provide new and remanufactured parts for Omnitrans' fleet of support vehicles and light trucks on an "as-needed" basis. The successful Contractor shall provide a full range of products, equipment, parts, and materials to meet the demands of Omnitrans.
2. Parts shall be received within 24 hours after receipt of order, and delivered to Omnitrans' East Valley and/or West Valley locations.
3. Delivery: Parts shall be delivered to the following locations:

East Valley
1700 W. 5th Street
San Bernardino, CA 92411

West Valley
4748 Arrow Highway
Montclair, CA 91763
4. All deliveries shall be made Monday through Friday from 8:00 a.m. to 5:00 p.m.
5. Contractor shall provide same day delivery including multiple deliveries throughout one day. Contractor shall deliver products with an invoice that states purchase order number, date of order, a complete listing of all items being delivered, and back order quantities.
6. Contractor shall provide a GPS Tracking System to track all orders until they arrive at Omnitrans.
7. Contractor shall provide a published commercially online catalog with complete price lists of product line, which shall be maintained by Contractor on a regular basis.

B. PRODUCT REQUIREMENTS

1. **Sample Fleet:**
 - a. 2009 Dodge Caravan – Vehicle Identification Number (VIN) 2D8HN44E99R689901
 - b. 2011 Ford F-350 – VIN 1FDRF3E65BEA30310
 - i. Fan Belt
 - ii. Accessory Belt
 - iii. Oil Filter
 - iv. Air Filter
 - v. Front Brake Pad Kit
 - vi. Front Brake Rotor
 - vii. Rear Brake Pad kit

viii. Rear Brake Rotor

2. **Products:** A complete and comprehensive line of vehicle automotive parts to support the daily maintenance, repair and operations functions of the agency. The categories include, but are not limited to the following:
 - a. **Alternators.**
 - b. **Belts and Hoses.**
 - c. **Clamps.**
 - d. **Brakes, Pads & Shoes.**
 - e. **Drum & Rotor Brakes.**
 - f. **Radiator Caps & Thermostats.**
 - g. **Electrical:** Lamps, lighting, and switches.
 - h. **Gaskets & Seals.**
 - i. **Heating & Air Conditioning.**
 - j. **Water Pumps.**
 - k. **Steering and Suspension.**
 - l. **Filters.**
 - m. **Wiper Blades.**
 - n. **Calipers.**
 - o. **Mirrors.**
3. **Usage Reports.** The successful Contractors shall provide customized reports to include but not limited to:
 - a. Usage
 - b. Dollar amount
 - c. Delivery location
 - d. Department users
 - e. Department approvers
 - f. Invoice

8. **Adequate Stock.** The successful Contractor shall be required to maintain adequate stock for timely deliveries, emergency and fill-in orders as needed by Omnitrans. Contractor shall create a customized inventory assessment system to ensure parts are available as needed.
4. **Will-Calls.** Provisions shall be made at the Contractor's place of business for promptly filling will-call orders for parts within one (1) hour after receipt of order, Monday through Friday 7:30 a.m. to 5:30 p.m. and Saturday 8:00 a.m. to 3:00 p.m.
5. **Pricing.** Pricing shall be inclusive of all materials, parts and transportation necessary to supply support vehicle automotive parts for maintenance, repair and replacement. Prices charged to Omnitrans shall be based on percentage discounts from Manufacturer's price list. Pricing may change due to manufacturer's price changes, however percentage discounts shall remain firm for the full (5) year period. Pricing of items not listed must be consistent with discounts on listed items. All items listed shall be standard original equipment manufacturer standards or better.
6. **Warranty.** All items must carry manufacturer's warranty.

ATTACHMENT B

REGULATORY REQUIREMENTS

**THESE REGULATORY REQUIREMENTS APPLY TO THE
FOLLOWING CONTRACTS**

**ITEM #F2 CONTRACT MNT17-40 – AUTOMOTIVE
PARTS**

**ITEM #F3 CONTRACTS OPS17-12 – ON BOARD VIDEO
SURVEILLANCE SYSTEM (OBVSS)**

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.

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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.

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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.

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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.

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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 - PRICE SCHEDULE

MNT17-40

AUTOMOTIVE PARTS

Item Number	Item Description	Unit of Measure	Quantity	Pricing
1	PAG 100 Refrigerent Oil	EA	1	\$ 4.23
2	Front Motor Mounts (Mopar), (Duralast)	EA	1	\$ 33.91
3	Transmission Mounts (Mopar), (Duralast)	EA	1	\$ 23.76
4	Front Brake Pads (NAPA) (Raybesto)	EA	1	\$ 34.34
5	Oil Filter (Napa) (AC Delco)	EA	1	\$ 1.74
6	SAE 5W20 Motor Oil; Premium Conventional	EA	1	\$ 2.01
7	Transmission Filter Kit	EA	1	\$ 12.86
8	65 Series Battery	EA	1	\$ 90.97
9	65 Series Battery	EA	1	\$ 90.97
11	5W30 Motor Oil	EA	1	\$ 2.01
12	Brake Rotor (Napa), (Duralast)	EA	1	\$ 23.01
13	Brake Pads	EA	1	\$ 34.85
14	Optima Yellow Top Battery	EA	1	\$ 51.44
15	Inside Driver side, Door Handle	EA	1	\$ 36.77
16	Oil Seal	EA	1	\$ 6.37
17	Drive Belt Tensioner	EA	1	\$ 14.24
18	Mini Bulb	EA	1	\$ 0.24
19	Mini Bulb	EA	1	\$ 0.60
20	Cargo Bulb	EA	1	\$ 0.70
21	Mini Bulb	EA	1	\$ 0.27
22	Mini Bulb	EA	1	\$ 0.76
23	Oil Filter	EA	1	\$ 3.46
24	Oil Filter	EA	1	\$ 6.99
25	Oil Filter	EA	1	\$ 1.55
26	Oil Filter	EA	1	\$ 32.55
27	Oil Filter	EA	1	\$ 4.04
28	Upper Radiator Hose	EA	1	\$ 18.33
29	Coolant Filter	EA	1	\$ 9.57
30	Air Filter	EA	1	\$ 2.74
31	Lower radiator Hose	EA	1	\$ 58.41
32	Fuel Filter	EA	1	\$ 6.79
33	Curved Upper Radiator Hose	EA	1	\$ 6.31
34	Curved Lower Radiator Hose	EA	1	\$ 5.81
35	T-Stat Gasket	EA	1	\$ 3.42
36	NAPA Extra Life coolant	EA	1	\$ 8.26
37	Engine Mount (Duralast)	EA	1	\$ 35.84
38	Plantium Spark Plugs (Autolite)	EA	1	\$ 2.09
39	MM13R Marvel Mystery Oil	EA	1	\$ 6.08
40	34AGM Duralast Battery	EA	1	\$ 147.79
41	Bearing and Hub Assembly Front (Duralast)	EA	1	\$ 66.33
42	Front Strut (Gabriel)	EA	1	\$ 77.87
43	Oil Filter	EA	1	\$ 1.79
45	Anaerobic Gasket Maker	EA	1	\$ 10.49
46	RMFD Alternator	EA	1	\$ 153.44
47	Oil Pan Gasket	EA	1	\$ 15.79
48	Air Filter (STP)	EA	1	\$ 4.51
49	TPMS Sensor	EA	1	\$ 33.71
50	Motor Assm Grease	EA	1	\$ 3.49
51	Med threadlocker Blue	EA	1	\$ 19.99
52	Mini Lamp	EA	1	\$ 0.27

ATTACHMENT C - PRICE SCHEDULE

MNT17-40

AUTOMOTIVE PARTS

PERCENTAGE OFF LIST PER CATEGORY				
Item Number	Category	Discount		
1	Air Conditioning	52%		
2	Alternators and Starters	63%		
3	Batteries and Cables	71%		
4	Bearings, Ball and Roller	65%		
5	Belts and Hoses, Tensioners, Clamps	60%		
6	Brakes, Calipers	68%		
7	Brakes, Pads and Shoes	68%		
8	Brakes Parts, Cylinder, Rotors and Drums	68%		
9	Caps and Thermostats	60%		
10	Chemicals	61%		
11	Coolant/Antifreeze	61%		
12	Electrical and Ignition, Tune-up	60%		
13	Emissions and Exhaust	57%		
14	Engine, Drive Train Parts	30%		
15	Filters, Oil, Gas, Air	71%		
16	Gaskets and Seals	64%		
17	Heating and Cooling (Engine)	68%		
18	Lamps, Lighting and Mirrors	72%		
19	Oils, Lubricants, Regular and Synthetic	61%		
20	Power Steering Pumps	60%		
21	Pumps, Fuel and Water	65%		
22	Spark Plugs	50%		
23	Suspension, Shocks, Struts and Steering	67%		
24	Universal Joints	61%		
25	Wipers/Washers	77%		

ITEM # _____ F3

DATE: February 1, 2017

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 OPS17-12
ONBOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)**

FORM MOTION

Authorize the CEO/General Manager to award Contract OPS17-12 to Transit Solutions LLC of Zelienople, PA, for the provision of Onboard Video Surveillance System (OBVSS) in the amount of \$1,654,524, plus a ten percent contingency of \$165,452, and a 3.27% Cost Allocation Plan (CAP) of \$43,283, for a not to exceed total amount of \$1,863,234.

BACKGROUND

The OBVSS technology captures and records GPS data, audio and video and playback to provide an improved security posture for the fixed route and paratransit fleets, which has proven to be invaluable in providing evidence in criminal cases and civil claims. OBVSS provides Omnitrans and the public with a passive means of security in the absence of on-board security personnel.

On September 30, 2016, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-OPS17-12 for a solution to integrate with or replace the current OBVSS currently installed on Omnitrans' revenue vehicles. Notices were published in two local newspapers of general circulation and the solicitation was posted on Omnitrans' online bidding system. Five proposals were received by the November 15, 2016 deadline. All were deemed responsive and evaluated in accordance with the selection criteria included in the RFP.

The following three firms were identified as the most technically qualified and are ranked from highest score to lowest score:

Selection Criteria	Total Points Possible	Transit Solutions	Apollo Video Technology	Safety Vision
Qualifications/Experience	15	13.99	14.29	13.54
Project Management Approach	10	8.43	8.38	7.75
Technical Solution	30	26.10	25.73	24.83
Functional Requirements	10	8.55	8.18	8.25
Installation, Testing & Training	10	8.43	8.20	7.58
Warranty & Service	5	4.58	4.03	3.85
Technical Score	80	70.08	68.81	65.80
Cost / Price	20	20.00	7.15	9.60
Grand Total	100	90.08	75.96	75.40

Transit Solutions, Inc. (TSI) scored highest technically and overall, offering a solution that is the best value to Omnitrans and priced significantly lower than the other proposed solutions. TSI's solution utilizes much of Omnitrans' existing equipment due to its ability to integrate. Omnitrans entered into negotiations with TSI. A demonstration was scheduled, and the equipment was subsequently approved by the project team.

TSI's final offer, at Omnitrans' request, includes replacement of two interior cameras per bus with one front facing IP camera and one infrared camera in the front door position, and replaces all Digital Video Recorders with better capability and storage that will support future upgrades. Their solution meets and exceeds the technical specifications, demonstrates understanding of the full testing procedures, and provides full integration of hardware/software with existing system. TSI's maintenance and warranty includes replacement of current equipment as needed.

The final negotiated price of \$1,654,524 is less than the other proposed solutions that ranged from \$2,947,253 and \$3,955,925 and is 55% less than the Independent Cost Estimate (ICE) of \$3,697,496 which was based on a full system replacement. TSI's unit pricing and overall cost are less than the competition and the ICE. Price 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 Omnitrans' Capital budget as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z280	2015	OBVSS	D15XFR31F	\$1,499,244
Prop 1B	Prop 1B	2015	OBVSS	D15XFR31B	\$237,200
Prop 1B	Prop 1B	2015	OBVSS	D15XFR32B	\$126,790
				Total	\$1,863,234

_____ Verification of Funding Source 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 maintain its security posture for Omnitrans' fleets, employees and passengers.

PSG:JMS:CVM



CONTRACT AGREEMENT

between

CONTRACTOR
Transit Solutions, LLC
114 W. Grandview Avenue
Zelienople PA, 16063

(hereinafter "CONTRACTOR")
Telephone: 724-473-0336 x110
Email: john.white@mytransitsolutions.com

And

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

CONTRACT DOCUMENTS

CONTRACT NO. OPS17-12

Onboard Video Surveillance System (OBVSS)

Contract Amount: \$1,495,404

Omnitrans Project Manager:

Name: Doug Stanley
Title: Transportation Manager
Telephone: (909) 379-7213
Email: doug.stanley@omnitrans.org

Contract Administrator:

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



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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 _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Transit Solutions, LLC (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 _____, for installation and commissioning. Upon completion and acceptance, warranty shall commence for three years 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 including the three year warranty period, and the fourth and fifth year warranty periods.

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 One Million, Four Hundred Ninety-Five Thousand, Four Hundred Four Dollars (\$1,495,404), 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 15th of each month. CONTRACTOR shall furnish information as
- B. 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

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
- C. 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.

D. 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. LIQUIDATED DAMAGES

- A. Liquidated damages are assessed upon Contractor if Omnitrans suffers damages (increased costs on project involved) from late completion and the extent and or amount of such damages would be difficult or impossible to determine.
- B. Assessment of damages shall be calculated as follows:
 - 1. For each day of overrun in the approved scheduled for installation of contractor's equipment in Omnitrans vehicles and the installation of associated infrastructure, the assessment of damages shall be at a rate of \$250 per day.
- C. These damages shall be deducted from any monies due, or which may thereafter become due, to Contractor under this Contract.
- D. Omnitrans documentation will serve as the record of fact when assessing liquidated damages.
- E. Force Majeure applies:
 - 1) When it is beyond the control of Contractor to provide the service requirements contained in this contract, the Liquidated Damages will be prorated accordingly.

- 2) Omnitrans shall be the sole judge of the applicability of the Force Majeure clause as relates to Liquidated Damages.

7. 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.

8. 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:

Transit Solutions, LLC
114 W. Grandview Avenue
Zelienople, PA 16063
Attn: John White
President

9. 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: Douglas Stanley, Transportation 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>
John White	President / Executive Project Manager
Eric Vukich	Project Manager
Mike Klein	Project Engineer

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
Quality Mobile Installations, LLC 4255 Walker Road Colorado Springs, CO 80908	On-board equipment installation

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

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.

- 3) ☒ **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

- 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-OPS17-12, and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated November 15, 2016 and Best & Final Offer dated January 13, 2017.

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

TRANSIT SOLUTIONS, LLC



P. Scott Graham
CEO/General Manager

John White
President

Date

Date

Federal Tax I.D. No. 26-4776300

DP 
CM 

ATTACHMENT A – SCOPE OF WORK / SPECIFICATIONS
OPS17-12, ONBOARD VIDEO SURVEILLANCE SYSTEM (OBVSS)

SECTION I - INTRODUCTION AND OVERVIEW

1.1 INTRODUCTION

- 1.1.1 Contractor shall provide a phased approach to the review/evaluation of existing equipment, design, integration, upgrade or replacement, installation and training of an OBVSS with the maintenance and warranty services.
- 1.1.2 Fixed route transit operations are conducted from two (2) separate facilities: The East Valley facility located at 1700 West Fifth Street, San Bernardino, CA, 92411-2499; and the West Valley facility located at 4748 Arrow Highway, Montclair, CA, 91763-1208. Paratransit operations are conducted from two (2) separate facilities: The East Valley facility located at 234 S. I Street, San Bernardino, CA, 92410-2408 and the West Valley facility located at 9421 Feron Blvd, Rancho Cucamonga, CA 91730-4544. Installations shall take place at these locations.
- 1.1.3 Omnitrans requires an onboard video/audio surveillance system (OBVSS) and information data collection system that provides a single integrated solution with video management, record and review administration and maintenance; and either integrates with or replaces our current OBVSS digital video recorder (DVR) and hard disk drive (HDD) equipment in our fixed route and paratransit vehicles. These elements are linked through existing wireless access points providing coverage throughout four (4) transit yards (2 Fixed Route; 2 Paratransit).
- 1.1.4 Contractor shall utilize the currently installed non-DVR and non-HDD equipment listed in paragraph 1.2.1, with two (2) exceptions noted in 1.1.4 a and 1.1.4 b below, and will replace those items only upon failure with equipment meeting or exceeding the specifications starting at Section 3.2 SSI On-Board Specifications.
 - 1.1.4a Replace front dome analog camera with a new interior analog IR camera on vehicles that are not already outfitted with this type of camera. (Fixed Route QTY 160; Paratransit QTY 106).
 - 1.1.4b Replace analog dome front facing (road view) camera with a TSI Slim Line Wedge IP camera. (Fixed Route QTY 188; Paratransit QTY 106).

1.2 PROJECT OVERVIEW

- 1.2.1 Omnitrans currently utilizes a Verint DVR OBVSS system to manage a network of cameras and audio needs on the fleet of fixed route and paratransit vehicles, with the exception of 38 fixed route vehicles that currently have a Transit Solutions (TSI) Nexus-HVR (hosted video recorder) system. The TSI systems are equipped with the following TSI provided components:
 - Analog cameras
 - Roadview – 4.3mm Color Dome camera (no IR)
 - Internal – 2.9mm Color Dome camera (IR & no IR)

- Curbside & Streetside - 2.8mm Wedge camera (IR)
 - Paratransit Rearview – 1.8mm Bar camera (IR)
 - 802.11b/g/a or 802.11n AP and Antenna
 - 5.6” TFT LCD Monitor showing passengers as they board through front door (fixed route fleet only)
 - Two (2) microphones (one in front, one in rear)
 - LED status unit
 - Video event button
 - G-Force sensor
 - Garmin GPS unit
 - Battery back up
- 1.2.2 Omnitrans requires an OBVSS system that includes replacement of the Verint DVR and HDD products currently installed in fixed route (Phase 1) and paratransit vehicles (Phase 2) with the selected Contractor’s DVR and 4TB HDD, and that integrates with the existing TSI Nexus-HVR system and the TSI supplied and installed components. Omnitrans buses and paratransit vehicles will be equipped with the same DVR and HDD for full interoperability. If the Contractor’s solution does not support integration with the existing components and provide a single hardware and software solution with the existing components, including our existing wireless access point system, then the Contractor shall provide equivalent or better replacement of any components that it is unable to integrate with.
- 1.2.3 Phase1: The Omnitrans fixed route fleet is currently covered by an extended warranty/maintenance agreement with TSI through March 9, 2017. As such, in order to maintain uninterrupted record/review and data management integrity of our fixed route service, the selected Contractor is required to:
- 1.2.3.1 Install five (5) complete systems they have proposed for this project, including record/review software and training, within thirty (30) days of the Notice to Proceed. These five (5) systems may be needed to replace inoperative systems after the extended warranty/maintenance agreement ends.
 - 1.2.3.2 Complete installation and training of equipment for the remainder of the fixed route fleet by June 30, 2017.
- 1.2.4 Phase 2: The Omnitrans paratransit fleet is currently covered by an extended warranty/maintenance agreement with TSI through October 31, 2017. As such, the Contractor is required to complete installation and training on their equipment, after the fixed route fleet is complete, but by November 1, 2017, in order to maintain uninterrupted record/review and data management integrity of our paratransit service.

- 1.2.5 Hybrid digital video recorders that can support any of the following types of camera combinations are required:
- All analog cameras (up to 12)
 - Any combination of analog and IP cameras totaling 16 with no more than 12 cameras being analog without having to replace the proposed DVR
 - A minimum resolution of 720x480 pixels for all replacement analog cameras
- 1.2.6 Omnitrans has developed schematic camera fields of view based on the Agency's operational objectives. These views are intended to provide comprehensive coverage of customer-driver interactions, customer boarding doors, seating areas, and select exterior views (boarding zone and traffic lanes) at a level of image quality sufficient to accomplish the stated objectives of Omnitrans. Fixed route buses currently have either eight (8) or 12 cameras and Paratransit vehicles have seven (7), but DVR equipment must support up to 16 so that additional camera positions can be added in the future if desired. Omnitrans recognizes that digital Video Data Recorder (DVDR) port and storage capacity will influence the surveillance coverage available through a given solution. Additionally, an individual camera may be able to capture multiple views of interest depending on vehicle geometry, camera placement, and lens selection. Omnitrans will consider the onboard camera coverage of Contractor's solution in combination with other functionality of the onboard and central surveillance system components to determine the system that provides the best overall value to Omnitrans. The Contractor shall work within the design process to verify camera placement, lens angle, etc. for each field of view to fulfill the functional intent of the camera system.
- 1.2.7 The DVR must support a minimum of 12 discrete inputs. All current discrete inputs connected to current DVR equipment must be supported by the proposed DVR. Discrete inputs include: brakes, turn signals, event button, Emergency Alarm button, door open/close, flashers, etc. The Emergency Alarm button:
- Covert-alarm or Overt-alarm which is part of our Trapeze dispatch management program;
 - Either mode of the alarm is initiated by the bus Operator when they press a designated "emergency button" on the operator's side panel.
 - Either mode when activated sends an electronic signal from the bus-system to the video discrete system.
 - The status of the discrete will activate a recording and protection of a portion, initially set to one and half minutes before the incident and one and half minutes after the incident for a total of 3 minutes, from the routine total disk erase function. This portion of the recording is stored permanently on the Hard-drive and can be viewed and downloaded but can only be deleted by authorized system users.
- 1.2.8 The OBVSS must also capture dialogue and sounds inside the vehicle. The system must be designed to provide acceptable audio recording functionality

given background noise under prevailing operating conditions. Audio recording shall be captured through two (2) microphones provided by the Contractor and shall record synchronously with video feeds from selected cameras onboard the vehicle, so that the audio recording is associated with each camera image when downloaded and viewed.

- 1.2.9 The OBVSS shall provide a continuous, secure digital recording of video/audio and onboard surveillance data in support of objectives. Video/audio of interest may be 'tagged' by operator, or as input from a G-Force sensor.
- 1.2.10 Once video is tagged, data is write-protected until it can be downloaded from the vehicle to a central archiving location. Video download from onboard the vehicle will be in one of three ways – via a wireless connection; via download to a laptop connected to the Digital Video Data Recorder (DVDR); or via retrieval of the onboard storage media. Preserving the integrity and privacy of recorded data is of utmost importance to Omnitrans.
- 1.2.11 A Wireless Communication System will permit data exchange between onboard and central systems without the need to manually pull drives or connect external equipment to the vehicle. Our current system dedicated to OBVSS downloads supports 802.11 A, B, G and N and is assigned its own VLAN and SSID. Omnitrans desires that solutions be able to support 802.11 AC in the near future and can be an add-on to the system solution. Wi-Fi connectivity shall be minimally secured with WPA2 and AES encryption. When vehicles are within proximity of a signal from the Wireless Communication System, download of tagged surveillance data as well as any system alerts will be uploaded to the central system. The central Video Management System will provide for secure video management, viewing, and export functions to support internal and external (e.g., law enforcement) needs. Surveillance data of interest will be centrally archived in accordance with policy System maintenance; configuration and upgrades will be managed centrally through the Video Management System by a small number of authorized users. Contractor will provide their price to de-install (remove) their equipment from a vehicle and re-install into a replacement vehicle during the contract period. The anticipated number of replacement vehicles is not a guarantee that such equipment will be purchased and replaced into service and is dependent upon funding availability and other such considerations. Contractor will warrant that all such re-installs will carry the original warranty. A summary of the fixed route fleet included in this procurement is provided at Exhibit 1.1.
- 1.2.12 Cellular connection is not a feature that will be activated at this time, although the system shall have the ability to pull video from a mobile data router if Omnitrans desires to active this feature at a later date.
- 1.2.13 Omnitrans' fixed route fleet consists of a total of 188 buses. Omnitrans expects to replace up to 15 buses yearly during the contract period (approximately five (5) years) of this award --- including warranty period. Contractor will provide their price to de-install (remove) their equipment from a vehicle and re-install into a replacement vehicle during the contract period. The anticipated number of replacement vehicles is not a guarantee that such equipment will be purchased and

replaced into service and is dependent upon funding availability and other such considerations. Contractor will warrant that all such re-installs will carry the original warranty. A summary of the fixed route fleet included in this procurement is provided at Exhibit 1.1.

- 1.2.14 Omnitrans' paratransit fleet consists of a total of 106 vehicles. Omnitrans expects to replace up to 15 vehicles yearly during the contract period (approximately five (5) years) of this award --- including warranty period. Contractor will provide their price to de-install (remove) their equipment from a vehicle and re-install into a replacement vehicle during the contract period. The anticipated number of replacement vehicles is not a guarantee that such equipment will be purchased and replaced into service and is dependent upon funding availability and other such considerations. Contractor will warrant that all such re-installs will carry the original warranty. A summary of the Paratransit fleet included in this procurement is provided at Exhibit 1.2.
- 1.2.15 Omnitrans provides Dell© 14" Rugged Extreme-7404, 64-bit, Windows-7 laptops to 17 Field Supervisors to monitor field operations and provide back-up Dispatch functions in the event of emergencies. Contractor shall provide hardware and software, as required, enabling Field Supervisors to perform basic wireless proximity video viewing, downloading and tagging functions through the laptop.

SECTION II – WARRANTY

2.1 GENERAL

- 2.1.1 The Contractor shall warrant that it has reviewed and evaluated all information furnished by Omnitrans and has made all inquiries necessary such that the Contractor is fully aware of business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda, Requests for Best and Final Offers, as well as in discussions during the Pre-proposal Conference.
- 2.1.2 The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.
- 2.1.3 The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment and as a critical tool in operator training and safety.
- 2.1.4 The Contractor shall warrant the equipment and software, including the initial supply of spare components, to: (1) be free from defects in design, material and workmanship, and shall remain in good working order; and (2) function properly and in conformity with this Contract.
- 2.1.5 The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide all the information necessary to maintain the system.

- 2.1.6 If there is a change in the production configuration of any equipment or software being installed prior to System Acceptance, Omnitrans requires that all previously installed equipment and software be upgraded to match the updated configuration.
- 2.1.7 The Contractor shall warrant compliance with all applicable laws and regulations relating to the project.
- 2.1.8 The Contractor shall warrant that its employees, agents and sub-contractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.
- 2.1.9 During the warranty period, the Contractor shall, at no cost to Omnitrans, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.
- 2.1.10 In addition to the foregoing warranties, the Contractor shall assign to, and shall have the benefit of, any and all sub-contractors and equipment supplier warranties and representations with respect to the deliverables provided.
- 2.1.11 In its agreements with sub-contractors and equipment suppliers, the Contractor shall require that such parties: (1) consent to the assignment of such warranties and representations to Omnitrans; (2) agree that such warranties and representations shall be enforceable by Omnitrans in its own name; and (3) furnish documentation on the applicable warranties to Omnitrans.
- 2.1.12 The Contractor shall provide a single point of contact for all warranty administration during the warranty period.
- 2.1.13 The Contractor shall warrant to Omnitrans that Omnitrans shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.
- 2.1.14 The Contractor shall warrant that, it has good title to the system and its components and the right to sell to, free of any proprietary rights of any manufacturer (if the Contractor is not the manufacturer) or other party, and free of any lien or encumbrance, except for proprietary rights of third parties relating to any third party software incorporated by Contractor into the products.
- 2.1.15 The Contractor shall warrant that all installation work and all system hardware furnished by the Contractor including but not limited to all such work and system hardware provided by the Contractor or other suppliers or manufacturers, shall be of good quality and free of any defects or faulty materials and workmanship for the warranty period.
- 2.1.16 The Contractor shall warrant that, during the warranty period, all installation work and system hardware and software shall perform according to the Technical Specifications.
- 2.1.17 It is recognized that the original manufacturers' or suppliers' warranties may expire before the end of the Warranty Period. The Contractor shall therefore provide extended warranties for all such products or equipment (software,

hardware, spare parts) and shall assume full responsibility for replacement or repair for the duration of the Warranty Period, the full cost of which shall be included in the Contract Price.

- 2.1.18 All warranties and guarantees of Contractors, manufacturers and suppliers with respect to any such work and system hardware shall be obtained by the Contractor for the benefit of Omnitrans regardless of whether or not such warranties and guarantees have been assigned or transferred to by separate agreement. The Contractor shall fully enforce such warranties and guarantees on behalf of Omnitrans.
- 2.1.19 Omnitrans will operate the system hardware and software in accordance with the Contractor's specific instructions in order to maintain all warranties. However, the Contractor shall hold harmless Omnitrans and the Contractor shall be responsible for repairing any damage from Omnitrans' improper operation of any system hardware or software resulting from Contractor's failure to provide adequate or correct training and/or complete operating manuals, software manuals, electrical drawings, complete computer program documentation, and other documents required to be furnished as identified within these specifications.
- 2.1.20 Any necessary documentation, training materials, or drawings resulting from changes or modifications to the System as a result of Warranty service shall be provided to Omnitrans at no additional cost.

2.2 WARRANTY PERIOD

- 2.2.1 The warranty period shall run for the entire system, including the initial quantity of spare components and all parts/components/systems for three (3) years from the date of System Acceptance, as defined in Section 7.6.
- 2.2.2 Any extended warranties on specific system components that apply beyond this period shall be transferred to Omnitrans.
- 2.2.3 Hardware Warranty
 - 2.2.3.1 During the Warranty Period, defective hardware will be replaced by the Contractor using stock from the spare parts inventory to reduce downtime.
 - 2.2.3.2 For each defective part, the Contractor shall provide repaired or new replacement unit to replenish the spare parts inventory. The replacement units shall be fully tested and certified compliant with the original part.
 - 2.2.3.3 The replacement spares shall be received within a guaranteed turnaround not exceeding ten (10) business days from receipt of the faulty unit by the Contractor to shipment of the replacement spare unit.
 - 2.2.3.4 The cost of all transportation and insurance charges for shipping defective and replacement parts shall be borne by the Contractor.
- 2.2.4 Software Warranty
 - 2.2.4.1 The Contractor shall develop, test, provide and install all applicable software "patches" or updates that become necessary to remedy software

faults or “bugs” identified during the Warranty Period, in accordance with the Maintenance Plan and other terms set forth in the Contract.

2.2.4.2 During the Warranty Period, the Contractor shall provide at no additional cost all version updates, software patches and error corrections available for the software provided under this Contract in accordance with the Maintenance Plan and other terms set forth in the Contract.

2.2.5 Enforcement of Warranty

2.2.5.1 If the Contractor fails to perform any of the warranty repairs required within the times set forth in this section, Omnitrans may at its option, correct any malfunction giving rise to the need for the warranty repair. If makes such repairs, Contractor shall pay to within thirty days of request for payment, all cost associated with the repair, including but not limited to Omnitrans staff time, equipment, and any attorney’s fees for collection of the cost of the warranty repair.

2.3 SPARE PARTS

2.3.1 At request, the Contractor shall propose for consideration a list of spare parts (Spare Parts List) to be provided under the Contract. Quantities of spare parts shall be at least 10% of the installed quantity of replacement parts, components, consumables or sub-assemblies, or an additional amount to meet the estimated need for warranty and maintenance purposes for a period of three (3) years.

2.3.2 The Spare Parts inventory shall include:

2.3.2.1 Cameras

2.3.2.2 Microphones

2.3.2.3 Digital Video Recorders

2.3.2.4 Hard Drives

2.3.2.5 Equipment, e.g. G-force sensors

2.3.2.6 All hardware required for wireless communications on the bus. Access points are not included as they will be maintained by Omnitrans.

2.3.2.7 Other consumables or supplies required to support maintenance by Omnitrans staff.

2.3.3 The Contractor shall provide any specialized tools and equipment necessary to install, calibrate, test and maintain the system. All wiring, cabling and adapters shall also be provided.

2.3.4 The Contractor shall provide spare parts in accordance with the agreed Spare Parts List, the full cost of which shall be included in the Contract Price.

2.3.5 The Spare Parts shall be placed into the spare parts inventory and become the property of Omnitrans upon system handover.

2.4 SUPPORT

- 2.4.1 The Contractor shall arrange for support from one or more qualified firms and avail technical and troubleshooting assistance via phone support within 4-hours of a request and on-site repair assistance within 48 hours of request.
- 2.4.2 The proposal shall include a list of the support firms, their support responsibilities and the response arrangements.
- 2.4.3 If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.
- 2.4.4 If an item under warranty fails and requires more than a simple R&R “Remove and Replace” of the failed in-vehicle equipment, Contractor shall troubleshoot and repair. In addition, Contractor shall train Omnitrans personnel to R&R the in-vehicle equipment.

2.5 REPAIR OR REPLACEMENT OF FAULTY COMPONENTS

- 2.5.1 During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. Omnitrans will ship each faulty component to the Contractor, who shall return a new or repaired component within 10 workdays of receiving it.
- 2.5.2 All components repaired or replaced in the last year of warranty shall carry an additional one year warranty.
- 2.5.3 If the Contractor determines that a returned component is not faulty, Omnitrans shall receive the original component back in working order within two days of the Contractor receiving the returned component.
- 2.5.4 All components received back from the Contractor will be tested in accordance with the original Acceptance Test Procedures. If the returned parts are found faulty upon return, Omnitrans will return the faulty items to Contractor for repair.
- 2.5.5 The Contractor shall pay all shipping charges to and from, and any duties associated with the repair or replacement of faulty units.
- 2.5.6 Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

2.6 SYSTEM-WIDE REPLACEMENT

- 2.6.1 If 25% or more of a given component requires repair or replacement within the three-year warranty period, the component shall be deemed to warrant system-wide replacement.
- 2.6.2 System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.

- 2.6.3 If the system-wide replacement activity extends beyond the end of the three-year warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

SECTION III – SCOPE OF SPECIFICATIONS

3.1 TECHNICAL REQUIREMENTS

Compliance Matrix* indicates compliance with the Technical Requirements in the Sensitive Security Information Sections 3.2 through 4.6 of this scope of work. Contractor indicates compliance with system requirements as defined below:

- 3.1.1 Fully Compliant (FC): responses must not include comments, limitations, conditions, qualifications or explanations. Any *Fully Compliant* responses by the Proposer that are qualified by comments, explanations, limitations, etc. in the Compliance Matrix shall be considered non-compliant (also known as *Does Not Comply*).
- 3.1.2 Exceeds Requirements (ER): responses shall include an explanation in the Compliance Matrix to clearly describe how the Proposer's solution exceeds the requirement(s) specified in this RFP.
- 3.1.3 Complies With Intent (CWI): responses shall include an explanation in the Compliance Matrix to clearly describe how the Proposer's solution meets the functionality of the requirement(s), and may include limitations or qualifications explaining why the solution is not *Fully Compliant*.
- 3.1.4 Does Not Comply (DNC): responses indicate that the Proposer's solution does not meet the requirement as stated. Proposers may describe alternative features or approaches that address the intent of such requirements.
- 3.1.5 The Compliance Matrix shall be signed by an Authorized Representative of the Proposer with authority to enter binding contracts on the Proposer's behalf. The signature and date shall be placed at the bottom of the last page. Additionally, each page must be initialed by the Authorized Representative. Proposal responses that are missing appropriate signatures and/or initials shall be considered unresponsive. Omnitrans reserves the right to request additional information or clarification based on these responses.
- 3.1.6 Omnitrans reserves the right to request more information for all responses.
- 3.1.7 Proposals submitted without a completed Compliance Matrix that adheres to the above instructions may be considered non-responsive.

***TRANSIT SOLUTIONS LLC'S COMPLIANCE MATRIX SECTIONS 3.2 THROUGH 4.6 DATED 11/11/16 (SENSITIVE SECURITY INFORMATION) IS HEREBY INCORPORATED INTO THIS SCOPE OF WORK.**

SECTION V - DOCUMENTATION REQUIREMENTS

5.1 GENERAL REQUIREMENTS

- 5.1.1 The Contractor shall provide system documentation comprising of design documentation, testing documentation, training manuals, and operation and maintenance documentation.
- 5.1.2 The documents shall be complete, accurate, up-to-date, and shall contain only that information that pertains to the system installed.
- 5.1.3 All documentation shall be in English, and shall utilize English measurements.
- 5.1.4 Each volume shall have a binder (stiff cover and spine) and drawings shall be protected by clear plastic to withstand frequent handling. The binding arrangement shall permit the manual to be laid flat when opened.
- 5.1.5 Document paper and binding shall be suitable for frequent handling in a technical reference, training, or shop environment.
- 5.1.6 All pages of the documentation shall carry a title, version number and issue date, and shall contain a complete subject index.
- 5.1.7 Electronic copies of all documentation shall be provided in native and PDF electronic formats on DVD.
- 5.1.8 The Contractor shall include in its schedule a period for review of submissions, and shall include the necessary time and resources to modify the documentation to incorporate comments from Omnitrans.
- 5.1.9 Equipment installation drawings shall be prepared in Visio or AutoCAD, and supplied in native as well as PDF format on DVD as well as hard copies.
- 5.1.10 Electrical and electronic drawings shall be supplied to show engineering changes made to any component or module up to the end of the warranty period of the system supplied.
- 5.1.11 Documentation shall require re-issues if any change or modification is made to the equipment proposed to be supplied. The Contractor may re-issue individual sheets or portions of the documentation that are affected by the change or modification. Each re-issue or revision shall carry the same title as the original, with a change in version number and issue date.
- 5.1.12 The final version of all documentation shall be submitted prior to, and required for, Final System Acceptance.

5.2 DESIGN REVIEW

5.2.1 Implementation Plan

- 5.2.1.1 The Contractor shall submit an Implementation Plan documenting their approach and milestones to system installation, integration, testing and acceptance.

5.2.1.2 The Implementation Plan shall include the Contractor's proposed list and sequence of activities for the delivery of the full System in accordance to the requirements in these specifications, and their associated milestones for testing and acceptance. As a minimum, the Implementation Plan shall include the sequence and duration of the following activities:

- 5.2.1.2.1 Engineering and Design;
- 5.2.1.2.2 Equipment procurement and pre-delivery testing;
- 5.2.1.2.3 Equipment shipping and site arrival;
- 5.2.1.2.4 Central systems installation;
- 5.2.1.2.5 Onboard systems installations;
- 5.2.1.2.6 Wireless communications system installation;
- 5.2.1.2.7 Testing and acceptance tasks and milestones; and
- 5.2.1.2.8 Training.

5.2.2 *System Design Specification*

5.2.2.1 Following detailed engineering and design, the Contractor shall furnish complete written documentation describing the system to be delivered including all equipment and software to be furnished. The System Design Specification (SDS) shall include the following minimum information:

- 5.2.2.1.1 Overall system schematic and architecture;
- 5.2.2.1.2 Communications network diagrams (including Wireless Communications System components and wide area network components) showing the physical and logical architecture;
- 5.2.2.1.3 Major assumptions and risks;
- 5.2.2.1.4 Detailed description of all subsystems and equipment and hardware, including functional description, interface descriptions, communications loading details, material specifications (i.e. environmental, electrical etc.), Material Selection Documentation (MSD), configuration details and installation details;
- 5.2.2.1.5 Details on all network, data, power/electrical or other requirements provided by a third party;
- 5.2.2.1.6 Detailed description of all software, including functional description, system interface descriptions, GUI descriptions, hardware specifications, availability and reliability figures and configuration details;
- 5.2.2.1.7 Detailed descriptions of information, materials and timing required by the Contractor by other parties;
- 5.2.2.1.8 Wiring and installation diagrams for garage/yard equipment for each facility;

5.2.2.1.9 Sub-system Integration Plan; and

5.2.2.1.10 Parts list for each piece of equipment supplied. The parts list shall identify the manufacturer(s) and model/part numbers of all equipment. The Contractor may use manufacturer's data sheets or handbooks for individual equipment items that are a subcomponent within the overall system.

5.2.3 *Material Selection Documentation*

5.2.3.1 For custom-manufactured equipment, the Contractor shall submit a set of comprehensive shop drawings and specifications as part of the MSD. The comprehensive shop drawings shall include the general arrangement, layout, wiring details, mounting bolt requirements, location for conduit entry and any physical or electrical requirements.

5.2.3.2 For standard off-the-shelf items, the Contractor shall submit detailed manufacturer product specifications, drawings on mounting requirement, location of conduit entry and any other physical or electrical requirements.

5.2.3.3 The Contractor shall provide certification and compliance statements for all standards that apply to the manufacturing of the equipment, whether custom-manufactured or off-the-shelf.

5.2.4 *As-Built Documentation*

5.2.4.1 The Contractor shall provide sufficient documentation to reflect "as supplied" conditions and to facilitate operation, maintenance, modification and expansion of the equipment or any of its individual components to the satisfaction of OMNITRANS or its representative.

5.2.4.2 The SDS shall be updated to include the as-built conditions.

5.2.4.3 The as-built documentation shall be provided three (3) weeks after Conditional Acceptance has been granted, and updated documentation will be required at any time the Contractor provides software or hardware upgrades.

5.2.5 *Testing Documentation*

5.2.5.1 The Contractor shall submit a detailed Acceptance Plan that outlines each type of test, and the testing schedule.

5.2.5.2 The Acceptance Plan shall be submitted at the same time as the SDS documentation.

5.2.5.3 The Acceptance Plan shall include test descriptions, procedures and expected results for the following tests:

5.2.5.3.1 Vehicle Acceptance Test;

5.2.5.3.2 Proof of Performance Test (POP);

5.2.5.3.3 Hot Run Test; and

5.2.5.3.4 Operability Period Test (OPT).

5.2.6 *The Acceptance Plan shall include a requirements traceability matrix that will cross reference the SDS, test procedures and original Technical Specifications.*

5.2.7 *The Acceptance Plan shall satisfy that quality documentation will be generated from each component of the acceptance plan.*

5.2.8 *Training Manuals*

5.2.8.1 Training manuals shall be provided for each training participant (see Section 8: Training), in addition one (1) complete, reproducible and unbound version of each manual shall be provided.

5.2.8.2 The manuals shall provide information on all of the topics covered during each of the training sessions and include exercises and screen captures.

5.2.8.3 The Training Manual shall include space for the users to take notes during the training sessions.

5.2.9 *Operation and Maintenance Documentation*

5.2.9.1 The operation and maintenance documentation will be comprised of the Operation and Maintenance (O&M) Manuals, User Manuals and System Administration Manuals.

5.2.9.2 The O&M documentation shall be submitted to prior to OPT testing.

5.2.9.3 The Contractor shall deliver complete sets of O&M Manuals as defined in the Pricing Schedules; (1) complete, reproducible and unbound version of each manual shall also be provided.

5.2.9.4 O&M (Maintenance Technician Manual)

5.2.9.5 The O&M Manuals shall be a detailed presentation of all on-board systems and shall include illustrations where applicable. For each onboard unit, it shall include, but shall not be limited to:

5.2.9.5.1 General description

5.2.9.5.2 Functional description;

5.2.9.5.3 Functional block diagram;

5.2.9.5.4 Operating instructions

5.2.9.5.5 Maintenance and repair procedures;

5.2.9.5.6 Test procedures;

5.2.9.5.7 Schematic drawings and circuit diagrams; and

5.2.9.5.8 Parts list.

5.2.9.6 Each type of maintenance manual shall contain but not be limited to:

5.2.9.6.1 Description of operation including start-up and emergency procedures;

5.2.9.6.2 Installation procedures;

- 5.2.9.6.3 Complete parts identification diagram and list;
- 5.2.9.6.4 Troubleshooting procedures;
- 5.2.9.6.5 Inspection procedures;
- 5.2.9.6.6 Preventive maintenance procedures and program;
- 5.2.9.6.7 Repair procedures;
- 5.2.9.6.8 Diagnostic procedures;
- 5.2.9.6.9 Wiring diagrams;
- 5.2.9.6.10 Electrical schematics with board and cable identification;
- 5.2.9.6.11 Adjustment procedures;
- 5.2.9.6.12 Season maintenance requirements;
- 5.2.9.6.13 Equipment arrangement and drawings;
- 5.2.9.6.14 Names and schedules of all lubricants and cleaners used; and
- 5.2.9.6.15 Other consumable materials for the equipment stating where used, quantity, service intervals and annual consumption.

5.2.9.7 The Contractor shall provide a parts list for all equipment supplied. The parts list shall identify the manufacture(s) and model/part number.

5.2.9.8 The Contractor may use manufacturer's data and handbooks for individual items of the equipment that are a sub-component of the overall system. All such documentation shall be contained in similar binders.

5.2.9.9 Where an equipment component is of such a nature that local repairs cannot be made and it must be returned to the factory as a unit for overhaul, specific information concerning its repair and breakdown into component parts shall be provided.

5.2.10 Users (Video System Operator Manual)

5.2.10.1 A User Manual shall be provided for each software application.

5.2.10.2 The User Manual shall include screen captures and easy to follow instructions to assist the users through all of the tasks that they may need to complete.

5.2.10.3 The User Manual shall include an index.

5.2.10.4 Fault procedures shall be described, as well as procedures for dealing with problems.

5.2.11 Administration (System Administrator Manual)

5.2.11.1 A System Administrator Manual shall be provided for each software application.

5.2.11.2 The System Administration Manual shall outline all of the installation procedures, configuration parameters, details on how to configure the

parameters, back-up and recovery process, troubleshooting techniques and technical support information.

- 5.2.11.3 Fault procedures shall be described, as well as procedures for dealing with problems.

SECTION VI

6.1 DELETED

6.2 ENGINEERING AND DESIGN REVIEW

6.2.1 Surveys and Inspections

- 6.2.1.1 The Contractor shall conduct surveys as necessary to ensure that the requirements and conditions of the System are fully understood prior to implementation; as a minimum the following surveys shall be conducted as defined below:
 - 6.2.1.1.1 Requirements survey;
 - 6.2.1.1.2 Wireless coverage surveys
 - 6.2.1.1.3 Site surveys; and
 - 6.2.1.1.4 Interface survey.
- 6.2.1.2 The requirements survey shall confirm any outstanding or undefined issues of technical, functional or performance requirements as well as quantities of equipment.
- 6.2.1.3 Wireless coverage surveys shall confirm the number and type of access points required, and the resulting operational signal thresholds throughout the transit center yard.
- 6.2.1.4 Site surveys shall assess and confirm all aspects relating to facility design and construction including, for example:
 - 6.2.1.4.1 Equipment space and installation requirements at transit sites
 - 6.2.1.4.2 Physical access for installation, configuration, and maintenance
 - 6.2.1.4.3 Power sources
 - 6.2.1.4.4 All System interface points with other systems and facilities shall be surveyed to ensure that a fully operational interface can be designed and implemented.
 - 6.2.1.4.5 The Contractor shall document all surveys with concise but complete records that shall be subject to inspection and, upon request, delivery to Omnitrans.

6.2.2 *Engineering*

- 6.2.2.1 The Contractor shall provide all design and engineering services necessary to design and construct a complete and fully operational System in accordance with these Technical Specifications.
- 6.2.2.2 The System design work shall include cost optimization to ensure the camera quantity and quality, disk storage, wireless throughput, and central system configuration, and other trade-offs have resulted in a least cost configuration over the life of the system that conforms with all functional and performance specifications.
- 6.2.2.3 During system design review, Omnitrans reserves the right to query all design assumptions and trade-offs and request reviews be undertaken to improve optimization or cost effectiveness of the design.

6.2.3 *Design Process*

- 6.2.3.1 The Contractor shall undertake and document all design processes and design elements necessary to implement the complete System.
- 6.2.3.2 The design elements will include, as a minimum:
 - 6.2.3.2.1 Requirements and Configuration Confirmation
 - 6.2.3.2.2 Onboard Architecture
 - 6.2.3.2.3 Onboard Installation
 - 6.2.3.2.4 Onboard Interfaces
 - 6.2.3.2.5 Wireless Communications System
 - 6.2.3.2.6 Central System Design
 - 6.2.3.2.7 Network Interfaces
 - 6.2.3.2.8 Acceptance Plan
 - 6.2.3.2.9 Implementation Plan; and
 - 6.2.3.2.10 Draft versions of manuals
- 6.2.3.3 The Contractor shall document each of these elements in sufficient detail to allow an audit of all design assumptions and design details to determine conformance and compliance with the Contract and the Technical Specifications.
- 6.2.3.4 Omnitrans will review the completed SDS and will indicate to the Contractor in a Design Review Report any and all changes or additions to the SDS that are required to achieve System Design Acceptance.
- 6.2.3.5 The Contractor shall facilitate Design Review meetings as necessary to present the System Design Specification and to explain design elements and the consequences of design changes.
- 6.2.3.6 The Contractor shall revise the SDS to reflect the changes directed in the Design Review Report and re-submit the SDS.

- 6.2.3.7 Upon review and acceptance of the revised SDS, will issue a Notice of System Design Acceptance. The revised SDS will be referred to as the Accepted Design.
- 6.2.3.8 Review and acceptance of the SDS shall be for the system design's general conformance to the Contract and requirements only and shall not be construed as a technical audit to determine the feasibility of the design or the System to meet the specifications.
- 6.2.3.9 Any changes to the design subsequent to issuance of the Notice of System Design Acceptance shall follow the Change Order Process.
- 6.2.3.10 During the course of the execution of the contract, Omnitrans or the Contractor may initiate a change process. Such changes to the scope of work will not be approved without using a formal change notice process. Minor changes may be accumulated into a single change notice.
- 6.2.3.11 The Contractor may initiate a design change process by issuing a Change Notice to Omnitrans. The Change Notice must provide a detailed description of the requested change, the reasons for the requested change, the impact of the change on the Project Cost using unit costs as defined in the Contract, the impact on the project schedule, the resultant changes to compliance to any of the Technical Specifications, and the requirements of to support the change.
- 6.2.3.12 Omnitrans will review and either approve or reject all such change requests in a timely manner. On approval of any such Change Notice, Omnitrans will issue a Change Order.
- 6.2.3.13 Omnitrans may initiate a design change process by issuing a Change Notice, detailing the changes required.
- 6.2.3.14 The Contractor must respond in a timely manner with a Change Impact statement, indicating work, materials and change to the Accepted Design to implement the requested change, the impact of the change on the Project Cost using unit costs as defined in the Contract, the impact on the project schedule, the resultant changes to compliance to any of the Technical Specifications, and the requirements of to support the change.
- 6.2.3.15 Based upon the Change Impact statement Omnitrans will either approve or retract its change request. On approval of any such Change Notice and Change Impact statement, Omnitrans will issue a Change Order.

6.2.4 Installation

- 6.2.4.1 The Contractor proposed Implementation Plan will be finalized upon receipt of Notice of System Design Acceptance.
- 6.2.4.2 The Contractor shall provide sufficient resources and design and installation personnel to complete installation of five (5) complete systems they have proposed for this project, including record/review software and training, within 30 days of Notice to Proceed. See Section 1.2.3.

- 6.2.4.3 The Contractor shall provide sufficient resources and installation crews to complete installation in eight (8) weeks following Proof of Performance Acceptance.
- 6.2.4.4 All installation activities shall adhere to the applicable physical and materials, electrical and environmental requirements detailed in the previous sections.
- 6.2.4.5 Omnitrans will make arrangements to accommodate the Contractor for work on-site. Visits for system support may be arranged with Omnitrans.
- 6.2.4.6 Central system VPN access can be arranged by Information Technology (IT) subject to addressing security considerations.
- 6.2.4.7 Constructed works and installations shall be subject at any time to inspection by or its representatives. The Contractor shall:
 - a) Cooperate with and provide access to the inspector;
 - b) If requested, provide personnel to assist the inspector;
 - c) Give timely notice of work designated for inspection; and
 - d) If requested, uncover any work designated for inspection that was not inspected, and then recover after inspection at no cost to Omnitrans.
- 6.2.4.8 Following installation and testing of individual system components, the Contractor shall integrate all hardware and software components into a fully functional system. The Contractor is expected to apply structured processes for various integration activities including troubleshooting and fault diagnosis, system configuration, and initialization of operations
- 6.2.4.9 Technical staff may perform installation of equipment and software under the Contractor's supervision as necessary. The Contractor's installation requirements must include, at a minimum, documentation for and training on the system requirements, installation procedures and maintenance procedures including, but not limited to, hands-on instruction with written step-by-step setup instructions. The Contractor shall provide personnel contacts for installation support for all software and hardware. All software specifications will be detailed in the provided documentation.

6.3 SHIPMENT AND DELIVERY

6.3.1 Delivery and Storage of Materials

- 6.3.1.1 The Contractor shall be responsible for coordinating, unloading, inspecting, accepting and storing all material deliveries. Personnel shall be excluded from performing any of these activities.
- 6.3.1.2 All claims necessary as a result of damage or loss during shipment shall be the responsibility of the Contractor.

6.3.1.3 All stored materials shall remain the responsibility of the Contractor until accepted by Omnitrans.

6.3.1.4 The Contractor's Project Manager or Contractor's Technical Representative shall be the only individuals authorized to accept materials delivered to Omnitrans. The Contractor shall present to the Project Manager a receipt of items being delivered. The Project Manager's signature on the receipt shall constitute acceptance of the materials.

6.3.1.5 Contractor shall list in their response the facilities where they plan to deliver the major system items prior to installation.

6.3.2 *Shipment Authorization*

6.3.2.1 Each System element shipped from the Contractor's facility to Omnitrans shall be complete, ready to be installed, and in compliance with all provisions of the specifications. Prior to shipment of each element, the Contractor shall obtain a shipping release signed by the Project Manager or his or her designee. The shipping release shall certify that the element is complete, has passed all factory functional and performance tests described in these requirements and complies with approved Contractor's drawings, samples and other agreed upon conditions for shipping. The Project Manager, at his or her sole discretion, may permit shipment of a System element with minor defects that will not affect testing and can easily be corrected after shipment. All known defects shall be submitted by the Contractor with the request for shipping release. The shipping release shall not be construed nor inferred to constitute to any degree System acceptance by Omnitrans.

6.3.3 *Shipment*

6.3.3.1 The Contractor shall arrange for shipment of System elements to be controlled so as to prevent damage to the System elements. All subsystems shall be protected from damage during shipment.

6.3.4 *Shipping Destination*

6.3.4.1 All System elements shall be shipped to facilities as coordinated by Project Manager, prior to installation.

6.3.4.2 The Contractor shall be responsible for all work and all costs attendant to the placing of System elements in a ready-for-use condition at East Valley and West Valley.

6.3.5 *Transfer of Title and Risk of Loss*

6.3.5.1 Title to each System element shall pass to Omnitrans upon Conditional Acceptance and the Contractor shall furnish or execute all necessary documentation of title at that time. Passage of title shall not constitute acceptance of the System nor relieve the Contractor of any of its obligations under the Contract, nor preclude rejection of the System by Omnitrans.

6.3.6 *Delivery of Spare Parts, Special Tools and Test Equipment, and Manuals*

- 6.3.6.1 The Contractor shall notify Project Manager at least ten (10) days in advance of delivery of all spare parts, special tools and test equipment, and manuals. All such materials shall be delivered as coordinated with Project Manager prior to shipping. Shipping documents shall accompany delivery of all materials. The shipping documents shall identify all spare parts by part number, serial number.
- 6.3.6.2 Omnitrans will inspect all materials to confirm the accuracy of the shipping documents and to check for damage, etc. to the materials. Will then issue a delivery receipt if the documentation and materials are in order, and no materials will be considered delivered or eligible for payment until delivery receipts have been issued by Omnitrans.

6.4 USE OF FACILITIES

6.4.1 *Work Space*

- 6.4.1.1 For the Contractor's preparation and testing of the System for delivery, Omnitrans shall make available one (1) system work position including, to the extent reasonable as determined in the sole discretion of Omnitrans, electric power, storage for System components, and use of employee facilities.
- 6.4.1.2 The Contractor shall furnish all personnel, supplies, and tools for System pre-delivery work at facilities, and shall furnish all equipment and other requirements for the System pre-delivery work position not made available to the Contractor from Omnitrans.

6.4.2 *Care of Premises*

- 6.4.2.1 The Contractor shall maintain its premises on Omnitrans property in a reasonably neat and orderly condition. Upon completion of the entire project, the Contractor shall remove all temporary buildings, structures, fences, scaffolding, surplus materials, and rubbish of every kind from the site of the Contractor's work on property.

6.4.3 *Discipline and Order*

- 6.4.3.1 The Contractor shall enforce strict discipline and good order among its employees at all times and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him or her. Any person employed on the project by the Contractor or any of its Sub- Contractors who, in the opinion of Omnitrans, does not perform his or her work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of Omnitrans, be removed forthwith by his or her employer, and shall not again be employed on this project without the prior approval of Omnitrans.

6.4.4 Security

6.4.4.1 The Contractor shall comply with all Safety & Security policies of Omnitrans. Any person employed on the project by the Contractor or any of its Sub-Contractors who, in the opinion of Omnitrans, does not comply, shall at the written request of Omnitrans, be removed forthwith by his or her employer and shall not again be employed on this project without the prior approval of Omnitrans.

6.4.5 Noise Control

6.4.5.1 The Contractor shall comply with all applicable federal, state, and local laws, ordinances and regulations regarding noise control. All equipment shall comply with pertinent equipment noise Omnitrans standards of the United States Environmental Protection Agency (USEPA).

6.4.6 Integrated Testing

6.4.6.1 The Contractor shall work cooperatively with, and with other systems Contractors to perform integrated testing of the System as coordinated Project Manager.

6.4.7 Cooperation

6.4.7.1 The Contractor shall cooperate with in scheduling and coordinating the Contractor's work on property with the work and operations schedule. Omnitrans staff shall make every effort to accommodate the Contractor's testing activities. However, the Contractor agrees that operations activities shall have a priority over Contractor activities. Activities may necessitate cessation of Contractor activities.

6.4.8 Hours of Work

6.4.8.1 Work on property and at facilities shall not disrupt normal operations and the transport of passengers. This includes maintenance, cleaning, and other off-hours activities.

6.4.8.2 Demolition, facility installation and testing activities may be performed during normal work hours, provided those activities are non-disruptive. Hours of work for these activities shall be discussed in the Contractor's Installation Plan and subject to written approval by Omnitrans.

6.4.8.3 Omnitrans will make buses available for on-site installation of Contractor's equipment into Omnitrans buses only during non-peak bus hours of 8:00PM – 5:00AM daily at each Omnitrans facility.

6.4.8.4 Omnitrans will make paratransit vehicles available for on-site installation of Contractor's equipment into Omnitrans paratransit vehicles only during non-peak paratransit hours of 6:00PM – 5:00AM Monday – Friday and most hours on weekends at each Omnitrans paratransit facility.

SECTION VII - TESTING AND ACCEPTANCE

7.1 GENERAL REQUIREMENTS

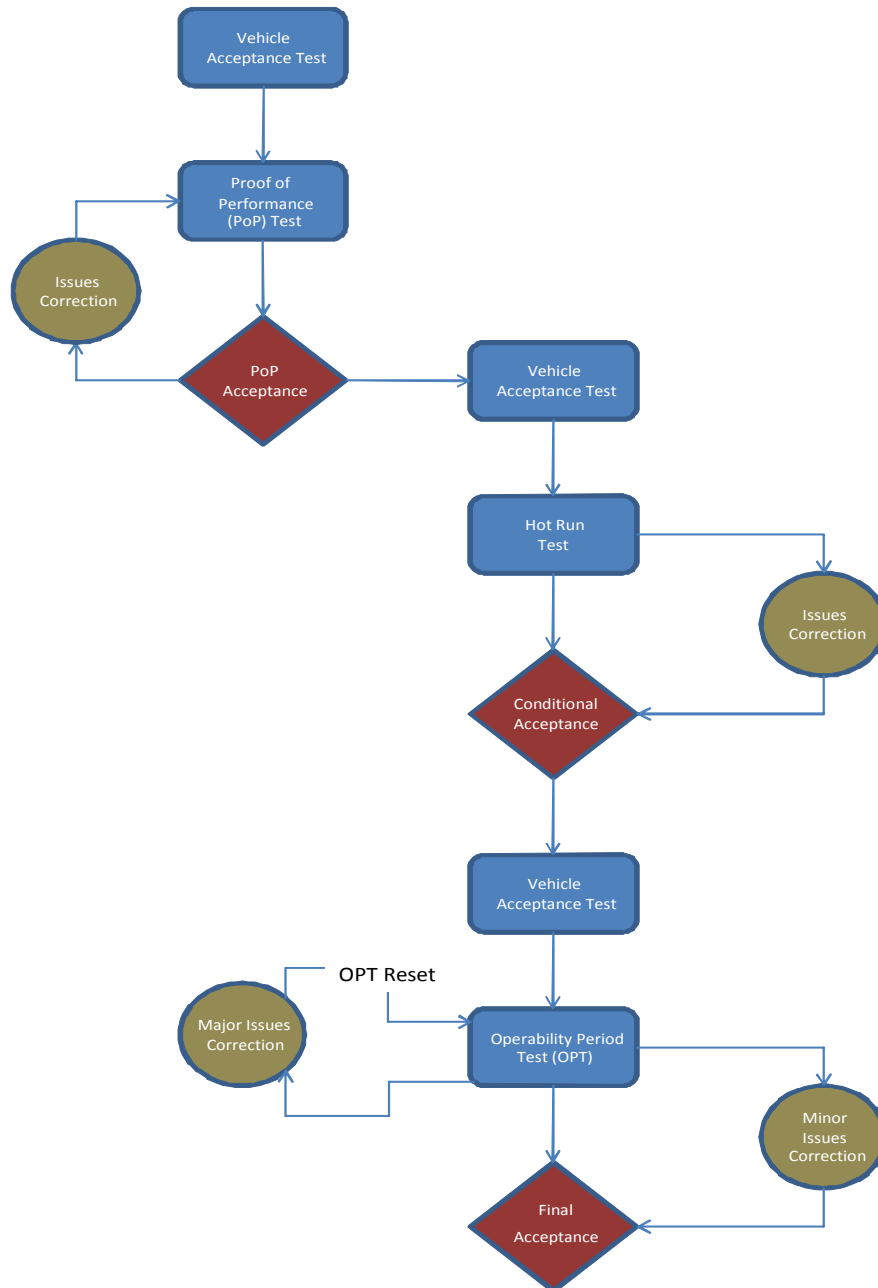
- 7.1.1 A four (4) step testing and acceptance model shall be used, with each step comprising a milestone in which will authorize the Contractor to proceed to the next milestone. Exhibit 5 provides an overview of the testing approach; the key attributes of this testing approach include:
 - 7.1.1.1 Vehicle Acceptance Test (VAT) required for each vehicle installation
 - 7.1.1.2 POP Test leading to POP Acceptance
 - 7.1.1.3 Hot Run Test (HRT) leading to Conditional Acceptance
 - 7.1.1.4 OPT leading to Final System Acceptance
- 7.1.2 Omnitrans will not be constrained by the Contractor Testing Plan and reserves the right to make the following requests which shall be acted on by the Contractor:
 - 7.1.2.1 Any procedural changes and other reasonable tests to reasonably assure System performance and conformance
 - 7.1.2.2 Investigation into any apparent troubles or anomalies with respect to the System
 - 7.1.2.3 An audit of all test reports and verification of any or all previous tests and measurements.
- 7.1.3 Upon successful completion of any test, the Contractor shall prepare and submit within two (2) weeks a report summarizing the results with relevant test records appended. All such test reports must be signed by witnesses to the tests.
- 7.1.4 Omnitrans shall be notified five (5) days in advance of each test. Omnitrans reserves the right to witness any or all of the tests.
- 7.1.5 The Contractor shall conduct its own tests in advance of tests required by the Contract as necessary to ensure compliance with the Technical Specifications at the time of the Contract required tests and to rehearse test procedures.
- 7.1.6 All equipment and components must be delivered with the manufacturer's quality conformance test sheets proving the equipment met the manufacturer's quality criteria.

7.2 VEHICLE ACCEPTANCE TESTING (VAT)

- 7.2.1 Vehicle Acceptance testing shall be carried out for the testing and acceptance of the onboard system installed on each vehicle.
- 7.2.2 The complete onboard system shall be tested on each vehicle for its compliance with all technical, functional, environmental, installation, and ergonomic requirements and specifications of the system.
- 7.2.3 Vehicle Acceptance Tests will need to be completed prior to the commencement of the POP test, HRT, and OPT for their associated vehicle quantities.

- 7.2.4 The Contractor shall be required to install (as a minimum in temporary state) essential components of the central system and wireless communication system infrastructure to support the VAT procedures.

EXHIBIT 5: TESTING APPROACH



7.3 PROOF OF PERFORMANCE (POP) TESTING

- 7.3.1 POP testing will commence upon the installation of the central system, Wireless Communications System, and on one representative vehicle of each type and configuration that will be part of the Phase deployment.

- 7.3.2 All system functions will be tested in the POP. All components, subsystems, and system processes shall be tested individually and together to ensure that they meet the contract requirements and provide a properly functioning system.
- 7.3.3 Upon acceptance of the POP test results Omnitrans will grant POP Acceptance and authorize the Contractor to proceed with additional on-board installations for the HRT.

7.4 HOT RUN TESTING (HRT)

- 7.4.1 HRT shall be carried out over a larger subset of test vehicles to provide an end-to-end test of the onboard, central, and Wireless Communications Systems.
- 7.4.2 The HRT shall test all functional and performance parameters specified in the Technical Specifications.
- 7.4.3 The HRT shall be carried out over a two (2) week period using in-service vehicles.
- 7.4.4 A total of thirty-four (34) in-service fixed route vehicles will be used in the Phase 1 Hot Run Test. A total of twenty-five (25) in-service paratransit vehicles will be used in the Phase 2 Hot Run Test.
- 7.4.5 The Contractor shall complete the onboard equipment installation on HRT test vehicles after POP Acceptance has been granted; and, after the VAT have been carried out for all test vehicles.
- 7.4.6 Omnitrans will undertake the HRT result documentation by maintaining a daily log of non-compliances and issues. The daily logs will be submitted to the Contractor's for rectification.
- 7.4.7 The Contractor shall be required to complete all necessary system adjustments, corrections, and modifications to address non-compliances documented during the HRT. The HRT shall be extended until Conditional Acceptance is granted.
- 7.4.8 Conditional Acceptance will be granted upon the successful completion of the HRT, and completion of associated necessary corrections.
- 7.4.9 Installation of System equipment in the remaining vehicles associated with a particular Phase will commence after Conditional Acceptance has been granted.

7.5 OPERABILITY PERIOD TEST (OPT)

- 7.5.1 The OPT is a thirty (30) day performance test that is initiated once Vehicle Acceptance has been granted for all remaining vehicles. Through the OPT, the system is tested under full operational conditions to ensure that the performance requirements are met and to measure the system performance under full load conditions, reliability and availability.
- 7.5.2 During the OPT period, Omnitrans will operate the system as per normal operations and document system deficiencies and non-compliances as follows:
- 7.5.3 Major Issues: "Major Issues" shall constitute:

- 7.5.3.1 System deficiencies that impair any system aspect of more than ten percent (10%) of the fleet.
- 7.5.3.2 System deficiencies that impair the central system's capacity to manage and/or access data captured by the system, and require hardware replacement and/or software modifications.
- 7.5.3.3 Total failure of the Wireless Communications System.
- 7.5.3.4 System deficiencies that take more than 24 hours to rectify.
- 7.5.4 Minor Issues: "Minor Issues" shall constitute defects and deficiencies that can be corrected in less than twenty-four (24) hours.
- 7.5.5 Minor Issues will be documented and communicated to the Contractor for rectification. Upon resolution of the issue, further testing will be carried out to document its resolution.
- 7.5.6 Major Issues will be documented and communicated to the Contractor for rectification. Major Issues will trigger a reset of the OPT period which will recommence for a thirty (30) day period upon resolution of the issue. Further testing will be carried out to document resolution prior to the resetting of the OPT.
- 7.5.7 The OPT will be completed when the full thirty (30) day period of the test is carried out without any Major Issues.
- 7.5.8 Upon completion of the OPT, resolution of all Minor Issues, submission of all Phase related documentation, and completion of all Phase related training, will grant Final System Acceptance to the Contractor.

7.6 FINAL ACCEPTANCE

- 7.6.1 The Final Acceptance of the system shall be granted upon successful completion of all work called for by this specification and all related documents, in addition to the successful completion of the system acceptance tests.

SECTION VIII - TRAINING

8.1 TRAINING SERVICES

- 8.1.1 The Contractor shall be responsible to train designated personnel according to the requirements specified herein.
- 8.1.2 Training shall take place at designated facilities.
- 8.1.3 Training programs shall incorporate "Train the Trainer" instruction to enable to internally address future system training needs.
- 8.1.4 Practical training on equipment or software shall occupy a significant portion of all training classes.
- 8.1.5 The training presentations and material shall be in English.

- 8.1.6 Instruction shall cover equipment familiarization and systems operation. The minimum training is that which is necessary to bring those employees designated to the level of proficiency required for performing their respective duties.
- 8.1.7 The Contractor shall provide experienced and qualified instructors to conduct all training sessions. The Contractor is responsible for ensuring that the instructors teaching these courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals and other materials to provide for effective training.
- 8.1.8 The Contractor is responsible for providing all training materials, training aids, audiovisual equipment and visual aids for the conduct of these courses.
- 8.1.9 Instructional materials consisting of applicable equipment operation and maintenance manuals, and supplemental notebooks consisting of additional drawings, procedures, and descriptive information shall be provided. Materials shall be suited to the level of technical familiarity and operating environment of the training audience.
- 8.1.10 Student guides shall include full topic descriptions, illustrations as needed to enhance content presentation, and common problems with comprehensive solutions given. Student guides shall mirror the instructor guides.
- 8.1.11 All training materials are to become the property of at the conclusion of training.
- 8.1.12 Maintenance training shall commence during the time when equipment is installed on the vehicles and shall include hands-on orientation of maintenance technicians during the installation and testing phases.
- 8.1.13 The Contractor shall submit the training curricula, presentations, and materials for review and approval by. No training shall commence until these items have been approved by Omnitrans.
- 8.1.14 Training curricula shall meet all training requirements and indicate course content, training time requirements, and who should attend.
- 8.1.15 Training curricula shall be provided to for review a minimum fifteen (15) days prior to commencement of equipment installation.
- 8.1.16 Level of competency required to pass course examinations shall be determined by Omnitrans.
- 8.1.17 The following summarizes the minimum on-site training that shall be provided:
 - 8.1.17.1 End User Training – one (1) eight (8) hour day of training for ten (10) users;
 - 8.1.17.2 Maintenance Technicians – two (2) eight (8) hour days of training for four (4) users;
 - 8.1.17.3 System Administrators – two (2) eight (8) hour days of training for four (4) users.
- 8.1.18 The Contractor shall as part of its bid include ten (10) eight (8) hour days of on-site training to meet additional training needs of End Users, Maintenance

Technicians, and/or System Administrators during system implementation and/or within one (1) year following Final Acceptance.

- 8.1.19 At the request of Omnitrans, the Contractor shall provide additional training sessions at the contract rate schedule price per training hour.

SECTION IX - SYSTEM MAINTENANCE SERVICES

9.1 General Requirements

- 9.1.1 Contractor shall provide maintenance services during the warranty period.
- 9.1.2 Maintenance services shall be provided through a single company; this shall entail coordinating the repair of equipment with original manufacturers.
- 9.1.3 If the Contractor will not be the maintenance service provider, the Operations and Maintenance Plan shall identify which company shall be providing the maintenance services. The Contractor shall not be permitted to change the maintenance service provider without written authorization from Omnitrans. Omnitrans reserves the right to require changes to the maintenance service provider if the obligations under the maintenance agreement are not met.
- 9.1.4 Maintenance issues shall be resolved in a timely manner, as agreed to within the executed maintenance agreement between the Contractor and Omnitrans.
- 9.1.5 Maintenance of equipment, software, communications, or other components requiring access to enterprise networks or systems shall be approved by and coordinated with Omnitrans Information Technology Department. Omnitrans shall perform central system maintenance activities on behalf of the Contractor with the Contractor's guidance and oversight. At no time shall the Contractor maintain, reconfigure, modify, or access in any way the enterprise IT network without expressed prior consent of Omnitrans IT department.
- 9.1.6 Any necessary documentation, training materials, or drawings resulting from changes or modifications to the System as a result of system maintenance services shall be provided to Omnitrans at no additional cost.

9.2 MINIMUM SERVICES REQUIRED

- 9.2.1 The Contractor shall provide a problem notification system for the receipt of maintenance service requests. With a desired option that a technician to provide remote troubleshooting assistance via phone support within 4-hours of a request and on-site repair assistance within 48 hours of request.
- 9.2.2 The Contractor shall acknowledge the receipt of a maintenance service request within four (4) hours of the current and next business day, indicating that a response has been initiated.
- 9.2.3 The total response period, commencing with the Contractor acknowledgement that a service request has been received and terminating with the completion of the maintenance service requirements, shall not exceed forty-eight (48) hours.

- 9.2.4 During the response period, the Contractor shall provide both remote and/or on-site diagnostics and support, as required by the nature of the request, and deemed necessary to meet the response period requirement.

9.3 EQUIPMENT MAINTENANCE

- 9.3.1 All onboard, central, and wireless communication system equipment shall be maintained by the Contractor, less the workstation and server hardware procured by Omnitrans.
- 9.3.2 Where the maintenance services require equipment repairs that exceed the response period requirement, the Contractor shall provide spare equipment for the duration of the repair.
- 9.3.3 Proponents shall propose a recommended Spare Parts List, and associated quantities to be procured under this contract, to meet the response period requirements of the maintenance agreement. The Spare Parts List shall include all replacement parts, components, and sub-assemblies of equipment provided under this contract.

9.4 SOFTWARE MAINTENANCE

- 9.4.1 All central system software developed by the Contractor shall be maintained under the maintenance agreement between the Contractor and Omnitrans.
- 9.4.2 All central system Commercial Off-the-Shelf Software supplied by the Contractor shall be maintained under the maintenance agreement between the Contractor and Omnitrans.
- 9.4.3 The Contractor shall be responsible for obtaining and renewing all software licenses required for the operation of the System through Warranty period.
- 9.4.4 The Contractor shall be permitted to provide software maintenance services remotely via a provided VPN connection.

9.5 MAINTENANCE RECORDS

- 9.5.1 During the life of the maintenance agreement, the Contractor shall maintain maintenance records of services provided. As a minimum, maintenance records shall include:
- 9.5.1.1 Date and time of maintenance service request;
 - 9.5.1.2 Description of maintenance service request
 - 9.5.1.3 Date and time of Contractor acknowledgement of maintenance service request
 - 9.5.1.4 Description of Contractor performed diagnostics
 - 9.5.1.5 Date and time of corrective measures taken
 - 9.5.1.6 Description of corrective measures taken including on-site arrival date and time

- 9.5.1.7 Date and time of problem resolution or system restoration (in the event of service interruption)
- 9.5.2 Maintenance records shall also log the attributes of Contractor initiated maintenance services such as equipment recalls or software upgrades.

End Scope of Work

**ATTACHMENT C - PRICING
OPS17-12, OBVSS**

FIXED ROUTE

No.	Description	Quantity	Unit Price	Total Amount
1	Interior Cameras; Including all the housing, enclosures, wiring, brackets, etc. to meet the requirements. (Note: Replace old front dome analog cameras with new interior analog IR dome cameras)	160	173	27,680
2	Exterior Cameras; Including all the housing, enclosures, wiring, brackets, etc. to meet the requirements. (Note: Replace road view analog cameras with IP cameras)	188	366	68,808
3	Microphones	0	60	0
4	GPS system, including all enclosures, wiring , brackets etc. to meet requirement	0	138	0
5	System Status Display LED	0	70	0
6	DVR (Recorder)	150	1,670	250,500
7	4T Hard Drives (HDD)	150	595	89,250
8	Onboard Monitors	0	190	0
9	G-Force Monitor (includes one extra)	0	0	0
10	Record and Review Package (software)	0	0	0
11	Wireless Infrastructure Equipment and Installation	0	0	0
12	Servers and Storage	1	48,478	48,478
13	On-Board Equipment Installation	1	66,900	66,900
14	Project Management, Implementation, Testing, Training and Documentation	1	34,400	34,400
15	De-install and Install (estimated quantity)	15	1,875	28,125
16	Spare Parts (as described in Section 2.3)	1	84,759	84,759
17	Performance Bond	1	14,889	14,889
18	8% California Sales Tax (taxable items)	1	45,558	45,558
	Subtotal			\$759,347
19	Three Year Warranty	1	72,719	72,719
20	4th Year Warranty	1	49,358	49,358
21	5th Year Warranty	1	55,921	55,921

Total Fixed Route

\$937,345

**ATTACHMENT C - PRICING
OPS17-12, OBVSS**

PARATRANSIT

No.	Description	Quantity	Unit Price	Total Amount
1	Interior Cameras; Including all the housing, enclosures, wiring, brackets, etc. to meet the requirements. (Note: Replace old front dome analog cameras with new interior analog IR dome cameras)	106	173	18,338
2	Exterior Cameras; Including all the housing, enclosures, wiring, brackets, etc. to meet the requirements. (Note: Replace road view analog cameras with IP cameras)	106	366	38,796
3	Microphones	0	120	0
4	GPS system , including all enclosures, wiring , brackets etc. to meet requirement	0	138	0
5	System Status Display LED	0	70	0
6	DVR (Recorder)	106	2,613	276,978
7	4T Hard Drives (HDD)	106	595	63,070
8	N/A			
9	G-Force Monitor (includes one extra)	0	0	0
10	Record and Review Package (software)	0	0	0
11	Wireless Infrastructure Equipment and Installation	0	0	0
12	Servers and Storage	1	22,290	22,290
13	On-Board Equipment Installation	1	55,153	55,153
14	Project Management, Implementation, Testing, Training and Documentation	1	34,400	34,400
15	De-install and Install (estimated quantity)	15	1,875	28,125
16	Spare Parts (as described in Section 2.3)	1	44,660	44,660
17	Performance Bond	1	12,379	12,379
18	8% California Sales Tax	1	37,131	37,131
	Subtotal			\$631,320
19	Three Year Warranty	1	32,018	32,018
20	4th Year Warranty	1	24,502	24,502
21	5th Year Warranty	1	29,339	29,339

Total Paratransit

\$717,179

Grand Total Fixed Route & Paratransit

\$ 1,654,524

ITEM # F4

DATE: February 1, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Maurice Mansion, Treasury Manager

**SUBJECT: AUTHORIZE AMENDMENT NO. 2 – CITY OF RIALTO AND
OMNITRANS FUNDING AGREEMENT FOR RIALTO METROLINK
PARKING LOT EXPANSION**

FORM MOTION

Authorize the CEO/General Manager to approve Amendment No. 2, which authorizes the City of Rialto to continue to use FTA funds originally awarded on April 12, 2011 for the Metrolink expansion project. Funds must be fully exhausted within the period of one (1) year.

Omnitrans Legal Counsel has reviewed and approved this contract amendment.

BACKGROUND

On April 12, 2011, the Board of Directors approved the funding agreement between Omnitrans and the City of Rialto for the Metrolink Expansion project. Amendment No. 1, approved by the Board of Directors on August 1, 2012, added the specific grant funding amounts, as well as minor language modifications. A delay of the project was caused by a land acquisition issue which forced the City to narrow down its scope and use the funds for ADA updates to its depot. Remaining funding to complete the Rialto Metrolink Parking Lot Expansion is illustrated in Exhibit A.

Exhibit A:

Grant	Agreement Execution Date	Program	Original Funding	Remaining Funding as of September 30, 2016
CA-04-0191 FY2011 (5309)	April 12, 2011	Rialto Metrolink Expansion	\$285,000	\$456
CA-90-Y850 FY2011 (5307)	April 12, 2011	Rialto Metrolink Expansion	\$3,200,000	\$2,046,506

FUNDING SOURCE

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

CONCLUSION

Staff recommends the Board of Directors authorize the CEO/General Manager to approve Amendment No. 2 between Omnitrans and the City of Rialto for the Metrolink expansion project.

PSG:MM

CITY OF RIALTO
and
OMNITRANS
FUNDING AGREEMENT AMENDMENT NO. 2
FOR RIALTO METROLINK PARKING LOT EXPANSION

This Funding Agreement for Rialto Metrolink Parking Lot Expansion for the City of Rialto is entered into this __ day of _____, 2017, by and between the City of Rialto (“**CITY**”), and Omnitrans, a Joint Powers Authority (“**Omnitrans**”) (City of Rialto and Omnitrans are collectively referred to herein as the “**Parties**”).

Recitals

A. This Agreement describes the respective responsibilities of the CITY and Omnitrans relative to the Rialto Metrolink Parking Lot Expansion.

B. The CITY will use the funding in the amount of \$1,996,839.14 for the Rialto Metrolink Parking Lot Expansion (the “**PROJECT**”). The PROJECT will be located at the John Longville Metrolink Station, located at 261 South Palm Avenue within the City of Rialto. The Metrolink station is a regional transit hub serving the residents of Rialto and surrounding communities. This PROJECT will add approximately 230 parking spaces to the existing parking lot, which currently has 175 spaces. The PROJECT will expand into two new locations and convert 11 existing general parking spaces to seven (7) new handicapped parking spaces. The additional parking area would be a single-level asphalt surface lot.

C. Omnitrans, as the Federal Transit Administration Grantee, pursuant to the terms of this Agreement, submitted §5307 and §5309 grant applications to the Federal Transit Administration (“**FTA**”) for Fiscal Year 2011 with respect to obtaining funding for the

PROJECT. The grant applications were, among other things, for the benefit of the CITY, as a Subgrantee. Further, Omnitrans will prepare required or requested periodic reports to the FTA, in a timely manner so long as it receives in a timely manner all necessary information from the CITY. Omnitrans will use the funds received from the Grant Application to for the Rialto Metrolink Parking Expansion project in accordance with the terms hereof.

D. The CITY will be considered the Subgrantee for purposes of the grant agreement, and is responsible for complying with all provisions of the grants and of applicable federal, state and local laws and regulations (“Applicable Law”) necessary in order to qualify for the funding for, and to undertake the PROJECT.

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the parties agree:

1. **Obligations of Omnitrans.** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:

a. Omnitrans will reimburse the CITY for the PROJECT up to the amount available from any grant received for the PROJECT, in conformity with the following procedure:

1. For each Disbursement requested, the CITY shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed, the purpose of the Disbursement and such additional supporting documentation and background information as Omnitrans may reasonably require (a “Disbursement Request”).

2. Each Disbursement Request shall be accompanied by a written certification of the CITY’s Director of Finance that such Disbursement will not constitute any violation of the terms of the grant, or of Applicable Law, and that

the CITY will use the Disbursement for the purpose indicated in the Disbursement Request.

3. Within two (2) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify the CITY as to what, if any, additional supporting documentation and background information it requires.

4. First week of the following month, after invoice submittal, OMNITRANS shall: (i) disburse (including through electronic transfer of funds, if so requested and if the CITY provides the necessary information by the date of execution of this Agreement) all or that portion of the requested funds which it reasonably believes it can disburse without violating the terms of either the grant or of Applicable Law; and (ii) if applicable, notify the CITY as to why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of Applicable Law.

5. To the extent that the FTA advises Omnitrans that a Disbursement would constitute a violation of the terms of either the grant or of Applicable Law, Omnitrans shall have no obligation to disburse such funds. If Omnitrans has any question as to whether any disbursement will be in violation of any provision of either the grant or of Applicable Law, notwithstanding the CITY's certification, it shall be entitled to receive at CITY's expense, a legal opinion from competent counsel of its choice to resolve any such question.

6. Omnitrans shall have no liability to the CITY for any refusal to disburse funds so long as Omnitrans has a good faith and reasonable belief that such Disbursement would constitute a violation of the terms of the grant or of Applicable Law. If Omnitrans obtains a legal opinion of counsel that such Disbursement would not constitute a violation of the terms of the grant or Applicable Law, in which case the presumption shall be that Omnitrans belief was not reasonable.

b. Omnitrans shall prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from the CITY.

c. Omnitrans shall conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the grant and with all Applicable Law.

d. Omnitrans shall comply with all requirements of the FTA 2010 Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to FTA on a quarterly basis, of reports that document the status of the PROJECT'S implementation progress, including task completion status, budget status, and adherence to PROJECT.

2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to the CITY to account for all administration costs associated with managing this project. Omnitrans will charge 3.27% of the total FTA amount (not to exceed \$113,960) as Administrative Expenses and will invoice CITY and payment will be taken directly from the grant. The 3.27% has been approved by FTA. If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, CITY will be immediately notified and both parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

3. Warranties of the CITY. The CITY warrants to Omnitrans that:

a. The CITY has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive a FTA §5307 and §5309 grant (the "Match Obligation"). The approximate amount of the Match Obligation for the PROJECT is \$871,000.

b. To the CITY's knowledge, the submittal of the contemplated FTA §5307 and FTA §5309 grant applications by Omnitrans on behalf of the CITY will not constitute any violation of Applicable Law.

c. The CITY shall conduct itself so that all aspects of the PROJECT, and any aspect of the CITY's participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the grant and with Applicable Law, including laws or regulations related to planning studies.

d. The CITY will use the disbursements for the purpose indicated in its Disbursement Request.

e. CITY shall comply with all requirements of the FTA 2012 Master Agreement, found at <http://www.fta.dot.gov/documents/19-Master.pdf>, including submission to OMNITRANS on a quarterly basis, of reports that document the status of the PROJECT'S implementation progress, including task completion status, budget status, and adherence to PROJECT.

f. The CITY shall agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.

4. Obligations of the CITY. Pursuant to, and to the extent provided in, this Agreement, the CITY shall take the following actions:

a. Provide to Omnitrans all information that is reasonably needed for the §5307 and §5309 grant application submission.

b. Satisfy its Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. The CITY may utilize its

payment of staff salaries, benefits and expenses in administrative support for the PROJECT to satisfy its Match Obligation.

- c. Provide the 20% Match Obligation for the completion of the PROJECT
- d. Notify Omnitrans of any changes in the scope or description of the PROJECT.
- e. To claim full ownership of the project.
- f. To maintain and upkeep all portions of the completed PROJECT per FTA requirements.
- g. Certify to Omnitrans for each Disbursement Request, that to the best of its knowledge such Disbursement will not constitute any violation of either the provisions of the grant or of Applicable Law and that the CITY will use the Disbursement as indicated in the Disbursement Request.
- h. Provide to Omnitrans all information needed for quarterly project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates, but in no event to be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update.
- i. The CITY shall insure that all aspects of the PROJECT and any aspect of CITY's participation in this Agreement and the actions contemplated of it by this Agreement will be in compliance with the terms of the grant which is being sought and with all Applicable Law.

5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his designee, shall exercise the rights of Omnitrans under this Agreement including, without limit, accepting the certifications of the CITY required under the terms of this Agreement. The Mayor of Rialto, or her/his designee, shall exercise the rights of

the CITY under this Agreement; however, any certifications of the CITY required under the terms of this Agreement shall be provided only by the Mayor or such other representative of the CITY as is specified by action of the CITY's governing body.

6. Insurance and bonding requirements. The CITY shall require that any contractor providing services with respect to the PROJECT obtain and maintain insurance of the type and in the amounts that Omnitrans would require of its contractors performing similar services on a project similar to the improvements for the longer period of: 1) the duration of this Agreement or 2) for the duration of such contractor's involvement in the PROJECT. All insurance policies shall name Omnitrans and its directors, officers, employees and volunteers as additional named insured. Further, the CITY will require that any contractors provide bid and performance bonds as are required by applicable Federal, State or local law.

7. CITY Contract Damages. Omnitrans shall be responsible to compensate the CITY for any damage or loss which the CITY suffers by virtue of Omnitrans' breach of any term of this Agreement, including any and all damages, loss, claims, (including reasonable attorneys fees for any action or fine of the FTA) arising from such breach.

8. Omnitrans Contract Damages. The CITY shall be responsible to compensate Omnitrans for any damage or loss which Omnitrans suffers by virtue of the CITY's breach of any term of this Agreement, including without limit any and all damages, loss, claims, etc. (including without limit reasonable attorneys fees for any action or fine of the FTA) arising from such breach.

9. Term. This Agreement shall terminate upon the rejection of any grant application for the PROJECT by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the

time limits set forth in applicable FTA procedures and regulations but in no event later than one (1) year from the date of this agreement.

10. Force Majeure.

a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement.

b. Subject to Section 9(a), neither Party shall be considered to be in default in the performance of any of the agreements contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

c. If either Party because of an Uncontrollable Force is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its

obligations under this Agreement, that Party shall give the other Party written notice to that effect.

d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other property authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance if the Parties.

11. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing Board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

12. Authorization by the CITY. The CITY represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by the CITY's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

13. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.

14. Additional Documents. Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

15. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums

recoverable, its reasonable litigation expenses, including reasonable attorney's fees, expert witness fees and other related expenses and costs.

16. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

17. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

18. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

19. Construction of Agreement.

a. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.

b. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between

the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

20. Notices All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

To Omnitrans:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attention: Maurice Mansion

City of Rialto

CITY OF RIALTO
150 S. Palm Avenue
Rialto, California 92376
Attention: Robert Eisenbeisz

21. No Third Party Beneficiaries There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

OMNITRANS

CITY OF RIALTO

By: _____

By: _____

P. Scott Graham, CEO/General Manager

Deborah Robertson, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Legal Counsel for Omnitrans

City Attorney

Date: _____

Date: _____

ITEM # _____ G1 _____

DATE: February 1, 2017

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: CALL FOR PUBLIC HEARING - FEDERAL TRANSIT
ADMINISTRATION SECTION 5310 CAPITAL ASSISTANCE**

FORM MOTION

Call for a public hearing concerning the Federal Transit Administration (FTA), Section 5310 Capital Assistance for Fiscal Year 2015-2017, to be held at 8:00 a.m. March 1, 2017 at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411.

BACKGROUND

- The date and time will be set for the federally required public hearing allowing comments on projects involving federal assistance for purchase of ten (10) Replacement Access Vehicles, mobility management programs and demand response software.
- 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.
- This public hearing allows public non-profit transportation providers to come forward if they are readily able to carry out the proposed services.

CONCLUSION

In order to qualify for federal assistance through the Federal Transit Administration (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 so that if a public non-profit is able to provide the same service, the funds will not be sought. In the absence of substantive comments, federal assistance will then be sought.

Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

February 1, 2017 – Page 2

Omnitrans is requesting \$1,560,000 in FTA Section 5310 capital funding to purchase ten (10) replacement vehicles, mobility management programs and demand response software. This funding source is made available for the special transit needs of elderly persons and persons with disabilities. Funds are allocated based on a statewide competitive basis.

Notification of award will occur by June 2017, however call for public hearings must be completed by April 3, 2017. If Omnitrans receives funding through Section 5310, monies will be used to replace vehicles for Omnitrans' Access service, fund mobility management programs and add demand response software.

PSG: MM

NOTICE OF PUBLIC HEARING

OMNITRANS, the regional mass transportation carrier in San Bernardino County, will hold a public hearing to obtain comments from citizens regarding the proposed grant application for capital assistance for Fiscal Year 2015-2017, which has been programmed for the following project:

Section 5310 Project Description	Total Cost	Federal Share
Ten (10) Replacement Paratransit Vehicles	\$1,060,000	\$1,060,000
Mobility Management Programs	\$ 375,000	\$ 300,000
Demand Response Software	\$ 250,000	\$ 200,000

Said public hearing will be in conjunction with the Omnitrans Board of Directors' meeting, as follows:

Wednesday, March 1, 2017 at 8:00 a.m
Omnitrans Metro Facility Board Room
1700 West Fifth Street
San Bernardino, California 92411

At this meeting, all interested persons or agencies will be afforded an opportunity to be heard. Any person or agency may mail comments to the address listed above until Wednesday, March 1, 2017 to the attention of the Finance Department. Detailed information may be obtained by writing to the Omnitrans Finance Department or by calling (909) 379-7169.

ENVIRONMENT

No adverse environmental impact is anticipated as a result of these projects.

IN THE ABSENCE OF ANY SUBSTANTIVE COMMENTS, THE PROPOSED GRANT APPLICATION FOR CAPITAL ASSISTANCE FOR FISCAL YEAR 2015-2017 WILL BECOME THE FINAL GRANT APPLICATION.

P. Scott Graham
CEO/General Manager