



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, FEBRUARY 5, 2014 – 8:00 A.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5<sup>TH</sup> STREET**  
**SAN BERNARDINO, CA 92411**

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

**A. CALL TO ORDER**

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

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, March 5, 2014, at 8:00 a.m.  
Omnitrans Metro Facility Board Room
2. Presentations: Employee of the Quarter and Employee of the Year

**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 E19, Action on Consent Calendar.

- |  |    |
|--|----|
| 1. Approve Board Minutes – January 8, 2014   | 7  |
| 2. Receive and File Executive Committee Minutes – December 6, 2013                   | 13 |
| 3. Receive and File Administrative and Finance Committee Minutes – November 12, 2013 | 16 |
| 4. Receive and File Plans and Programs Committee Minutes – December 3, 2013          | 20 |



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, FEBRUARY 5, 2014 – 8:00 A.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5<sup>TH</sup> STREET**  
**SAN BERNARDINO, CA 92411**

**E. CONSENT CALENDAR CONTINUED**

5. Receive and File Agency Management Report – December 2013	26
6. Receive and File Affirmative Action Status Report as of January 14, 2014	35
7. Receive and File Construction Progress Report No. 23-24 through December 25, 2013 – sbX E Street Corridor BRT Project	36
8. Receive and File sbX E Street Corridor BRT Project Quarterly Report – December 2013	51
9. Receive and File Director of Finance Quarterly Report – Forward Fuel Purchases through January 2014	53
10. Receive and File Key Performance Indicators – Fiscal Year 2014 2 <sup>nd</sup> Quarter Report	57
11. Receive and File Fiscal Year 2014 Management Plan – 1 <sup>st</sup> Semiannual Report	62
12. Authorize San Bernardino Transit Center Property Exchange to Result in Property Line Adjustment	75
13. Authorize Award, Contract OPS14-98, Hand Held Radios	90
14. Authorize Award, Purchase Order MNT14-106, Wireless Mobile Column Lifts	117
15. Authorize Award, Contract FIN14-158, Credit/Debit Card Processing and Merchant Services	149
16. Adopt Proposed Revisions to Personnel Policy #802, Employee Injury and Illness Prevention Program, and Personnel Policy #803, Work Place and Transit System Security	178
17. Adopt Resolution #271-14, Authorization for Execution of Certifications and Assurances for Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bond Program	219
18. Press Articles and Letters of Interest to the Board	221
19. 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	252
2. Authorize Plans and Programs Committee to Call for OmniConnects Public Hearings	256
3. Authorize Award, Contract MNT14-01, Industrial Chemicals	258
4. Authorize Award, Contract SAS14-09, Security Services	286
5. Authorize Sole Source Purchase, Annual Software Maintenance Services, SAP ERP Software for Business Systems	336
6. Authorize Award, Contract ITS14-82, Automatic Passenger Counters	338
7. Authorize Release, Request for Proposals RFP-MKT14-120, Advertising and Design Services	340
8. Authorize Release, Invitation for Bids IFB-MKT14-164, Fare Media Printing	342



**BOARD OF DIRECTORS MEETING  
WEDNESDAY, FEBRUARY 5, 2014 – 8:00 A.M.  
OMNITRANS METRO FACILITY  
1700 WEST 5<sup>TH</sup> STREET  
SAN BERNARDINO, CA 92411**

**G. PUBLIC HEARINGS**

There is no Public Hearing scheduled.

**H. BOARD BUSINESS**

**Closed Session**

1. Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6
2. Consideration of Appointment of CEO/General Manager pursuant to Government Code Section 54956(b)(1)

**I. REMARKS AND ANNOUNCEMENTS**

**J. ADJOURNMENT**

ITEM #       D1      
**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner & Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, Interim 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 5, 2014.

<b>Item</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
E13	Authorize Award Contract OPS14-98 Hand Held Radios	<b>Commline, Inc.</b> Culver City, CA James Jun CEO	N/A
E14	Authorize Award Purchase Order MNT14-106 Wireless Mobile Column Lifts	<b>Southwest Lift &amp; Equipment, Inc.</b> Running Springs, CA Dean McDonald President	N/A
E15	Authorize Award Contract FIN14-158 Credit/Debit Card Processing and Merchant Services	<b>Fidelity Information Services LLC</b> Jacksonville, FL Donna Dellarocco Contract Administrator	N/A
F3	Authorize Award Contract MNT14-01 Industrial Chemicals	<b>Enviroform Industries</b> Santa Fe Springs, CA Victor Shane Partner	N/A
F4	Authorize Award Contract SAS14-09 Security Services	<b>General Security Service, Inc.</b> Wilmington, CA Brian Hanhart CEO and Sole Owner	N/A
F5	Authorize Sole Source Purchase Annual Software Maintenance Services SAP ERP Software for Business Systems	<b>SAP Public Services, Inc.</b> Palo Alto, CA Tom Rocco Client Partner for State and Local Government	N/A



<b>Item</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
F6	Authorize Award Contract ITS14-82 Automatic Passenger Counters	<i>Trapeze Software Group, Inc.</i> <i>Scottsdale, AZ</i> <i>Brian Beattie</i> <i>Chief Financial Officer</i>	<i>N/A</i>

PSG/JS

## 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

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

### FINANCIAL INTEREST

- I have a financial interest of \_\_\_\_\_  
State income, real property interest or business position  
\_\_\_\_\_  
Identify company or property location
- 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  
JANUARY 8, 2014**

**A. CALL TO ORDER**

Chair Alan Wapner called the regular meeting of the Omnitrans Board of Directors to order at 8:01 a.m., Wednesday, January 8, 2014, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

1. Invocation
2. Pledge of Allegiance
3. Roll Call – Self-introductions were made.

**BOARD MEMBERS PRESENT**

Mayor Pro Tem Alan Wapner, City of Ontario – Chair  
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga – Vice Chair  
Councilmember Ron Dailey, City of Loma Linda  
Mayor Paul Eaton, City of Montclair  
Mayor Pro Tem Paul Foster, City of Redlands  
Councilmember Frank Gonzales, City of Colton  
Supervisor Josie Gonzales, County of San Bernardino  
Mayor Ed Graham, City of Chino Hills  
Councilmember Penny Lilburn, City of Highland  
Mayor Pat Morris, City of San Bernardino  
Supervisor Gary Ovitt, County of San Bernardino  
Supervisor James Ramos, County of San Bernardino  
Councilmember Dick Riddell, City of Yucaipa  
Mayor Pro Tem John Roberts, City of Fontana  
Supervisor Janice Rutherford, County of San Bernardino  
Mayor Walt Stanckiewicz, City of Grand Terrace  
Mayor Ray Musser, City of Upland  
Mayor Dennis Yates, City of Chino

**BOARD MEMBERS NOT PRESENT**

Supervisor Robert Lovingood, County of San Bernardino  
Councilmember Ed Palmer, City of Rialto

**OMNITRANS' ADMINISTRATIVE STAFF PRESENT**

Scott Graham, Interim CEO/General Manager  
Diane Caldera, Interim Director of Operations  
Jack Dooley, Director of Maintenance  
Marge Ewing, Director of Human Resources  
Sam Gibbs, Director of Internal Audit Services  
Jacob Harms, Director of Information Technology  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing  
Anna Rahtz, Acting Director of Planning  
Jeremiah Bryant, Service Planning & Scheduling Manager  
Ray Maldonado, Employee Relations Manager  
Maurice Mansion, Treasury Manager  
Eugenia Pinheiro, Contracts Manager  
James Deskus, IPMO Project Analyst  
Andres Ramirez, Construction Manager  
Joanne Cook, Contract Administrator  
Christine Van Matre, Contract Administrator  
Alesia Atkinson, Contract Administrator  
Mark Crosby, Loss Prevention Supervisor  
Mike Bonacio, Technical Services Manager  
Vicki Dennett, Assistant to CEO/General Manager  
Lourdes Sandoval, Administrative Secretary

**OTHER**

Carol Greene, Legal Counsel

**B. ANNOUNCEMENTS/PRESENTATIONS**

Chair Wapner said the next regular meeting is scheduled Wednesday, February 5, 2014, at 8:00 a.m.

**C. COMMUNICATIONS FROM THE PUBLIC**

Luke Conner Sr. appeared before the Board to request Omnitrans consider a half route for routes 3 & 4 to keep buses running on time. He stated sometimes the buses are up to two hours late and having a half route would help the situation.

Antonio Orozco, Omnitrans' Mechanic, stated that for the past three to four months the Maintenance Department has had trouble getting parts for the buses causing a lot of over time due to the parts not being available and causing down time delays.

**D. CONFLICT OF INTEREST**

None.

## **E. CONSENT CALENDAR**

- 1) Approve Board Minutes – December 4, 2013
- 2) Receive and File Executive Committee Minutes – November 1, 2013
- 3) Receive and File Plans and Programs Committee Minutes – July 25, 2012
- 4) Receive and File Agency Management Report – November 2013
- 5) Receive and File Notice of Upcoming Sub-Recipients for Job Access Reverse Commute and New Freedom Federal Funds
- 6) Approve Plans and Programs Committee Recommendation to Authorize Interim CEO/General Manager to Implement Proposed Chino Hills OmniGo Tripper Service
- 7) Approve Plans and Programs Committee Recommendation to Cease Consideration of Potential Upland OmniGo Service
- 8) Authorize Award, Purchase Order ITS14-94, Catalyst Blade Switch and Servers
- 9) Adopt Resolution #270-14 Authorizing Destruction of Records
- 10) Approve Memorandum of Understanding for the Maintenance and Administrative Support Unit with Teamsters Local #166, effective July 1, 2013 through June 30, 2016

M/S/C (Musser/Lilburn) that approved the Consent Calendar as presented.

## **F. DISCUSSION ITEMS**

- 1) CEO/General Manager's Report

Interim CEO/General Manager Graham reviewed the CEO/General Manager's Report.

- 2) Adopt Investment Policy Statement for 2014

M/S/C (Graham/Spagnolo) that adopted Omnitrans' current Investment Policy Statement to carry forward for the period of January 1, 2014 through December 31, 2014.

- 3) Approve Amendment No. 2 – SAP Enterprise Resources Planning (ERP) Enhancement Project

M/S/C (Stanckiewicz/Roberts) that authorized the Interim CEO/General Manager to execute Amendment No. 2 to Ciber, Inc., Greenwood Village, CO, to include Consultant's travel expenses in the amount of \$14,888 incurred during Phase II of the SAP Enterprise Resource Planning (ERP) Enhancement Project.

Board Member Rutherford opposed the motion.

4) Authorize Award – Contract ADM14-12 – Staff Legal Services

M/S/C (Graham/Eaton) that authorized the Interim CEO/General Manager to award Contract ADM14-12 to Burke, Williams and Sorensen, LLP, of Riverside, CA, for the provision of Staff Legal Services for a two (2) year base period beginning January 8, 2014 to January 7, 2016, in the amount of \$111,372, and the authority to exercise three (3) single option years in the amount of \$55,686 for each option year to extend the contract no later than January 7, 2019, for a total not-to-exceed amount to \$278,430 should all option years be exercised.

5) Authorize Award, Contract FIN14-38, Armored Vehicle & Fare Collection Counting Services

M/S/C (Graham/Stanckiewicz) that authorized the Interim CEO/General Manager to award Contract FIN14-38 to Los Angeles Federal Armored Services, Inc., of Los Angeles, CA, for the provision of Armored Vehicle & Fare Collection Counting Services for a two (2) year base period beginning January 8, 2014 to January 7, 2016, in the amount of \$258,388, and the authority to exercise three (3) single option years in the amount of \$129,194 each, to extend the contract to no later than January 7, 2019, plus a ten percent contingency of \$64,597, for a total not-to-exceed amount to \$710,567.

6) Authorize Award, Contract MNT13-107R (A-C), Bus Filters

M/S/C (Yates/Eaton) that authorized the Interim CEO/General Manager to award Contract MNT13-107R-A to H&H Auto Parts Wholesale, Inc. of Arleta, CA; Contract MNT13-107R-B to Vehicle Maintenance Program, Inc., of Boca Raton, FL; and Contract MNT13-107R-C to Muncie Reclamation and Supply dba Muncie Transit Supply, Inc. of Muncie, IN, for the provision of Bus Filters for an initial three year period beginning February 1, 2014 and ending no later than January 31, 2017, and the authority to exercise two (2) single option years to extend the contract to no later than January 31, 2019, in an aggregate not to exceed amount of \$225,000 for the initial base period and \$75,000 for each of the two option years, totaling \$150,000, for a total aggregate amount of \$375,000, plus a 10 percent contingency of \$37,500, for a total not-to-exceed amount of \$412,500, should all option years be exercised.

7) Authorize Award, Contract MNT14-13, Landscaping Services

M/S/C (Musser/Ramos) that authorized the Interim CEO/General Manager to award Contract MNT14-13 to RP Landscape and Irrigation of San Bernardino, CA, for the provision of Landscaping Services, in the amount of \$158,148, for a three year base period beginning January 12, 2014 and ending no later than January 11, 2017, and the authority to exercise two single option years of \$65,088 each, plus a ten percent contingency of \$28,832, bringing the total not-to-exceed amount of \$317,156.

- 8) Authorize Award – Sole Source Contract MNT14-123, Genfare Equipment Parts and Repair

M/S/C (Eaton/Spagnolo) that authorized the Interim CEO/General Manager to award a sole source contract to SPX Corporation, dba Genfare, of Elk Grove Village, IL, for the provision of Genfare Equipment Parts and Repair for three base years beginning January 20, 2014 and ending December 31, 2016, in an amount not to exceed \$321,546, and the authority to exercise Option Year One in the amount of \$113,676 and Option Year Two in the amount of \$117,087, extending the contract to no later than December 31, 2018, for a five-year contract amount not to exceed \$552,309, plus a ten percent contingency of \$55,231, for a project amount not to exceed \$607,540.

- 9) Authorize Award – Contract OPS14-03, Supervisor Vehicle On-Board Video Surveillance System (OBVSS)

M/S/C (Morris/Dailey) that authorized the Interim CEO/General Manager to award Contract OPS14-03 to Safety Vision LLC of Houston, Texas, for the provision of Supervisor Vehicle On-Board Video Surveillance System (OBVSS) for Omnitrans' fleet of fifteen supervisor vehicles and two security vehicles beginning January 20, 2014, with a six-month installation period and up to four years warranty and maintenance services, ending no later than July 19, 2018, in the amount of \$123,404, plus a ten percent contingency of \$12,340, for a total not-to-exceed amount of \$135,744.

- 10) Authorize Release - IFB-MNT14-85, Parts Washers

M/S/C (Yates/Spagnolo) that authorized the Interim CEO/General Manager to release Invitation for Bids IFB-MNT14-85 for the provision of the lease or purchase of fourteen Parts Washers and maintenance services.

- 11) Authorize Release – IFB-MNT14-87, Parking Lot Sweeping Services

M/S/C (Yates/J. Gonzales) that authorized the Interim CEO/General Manager to release Invitation for Bids, IFB-MNT14-87 for the provision of Parking Lot Sweeping Services for a three (3) year base period, and two single one-year options beginning March 14, 2014, and ending no later than March 13, 2019.

Board directed staff to ensure that the bid included use of alternate fueled equipment.

## **G. PUBLIC HEARING**

There was no public hearing.

## **H. BOARD BUSINESS**

The Board adjourned to Closed Session at 8:26 a.m.

### **Closed Session**

1. Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6
2. Conference with Legal Counsel from Nossaman LLP, Existing Litigation, Government Code Section 54956.9, subdivision (a), SANBAG v. World Oil Marketing Company, San Bernardino County Superior Court Case No. CIVDS 1104963, Parcel B-243, and SANBAG v. F&C Jara, San Bernardino County Superior Court Case No. CIVDS 1104964, Parcel B-245, B-247

The Board reconvened to Open Session at 8:35 a.m. Chair Wapner announced that no reportable action took place during Closed Session.

## **I. REMARKS AND ANNOUNCEMENTS**

There were no remarks or announcements.

## **J. ADJOURNMENT**

The Board adjourned at 8:36 a.m. The next regular meeting is scheduled for February 5, 2014, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

---

Lourdes Sandoval, Administrative Secretary



ITEM #           E2          

**EXECUTIVE COMMITTEE MEETING  
MINUTES  
DECEMBER 6, 2013**

**A. CALL TO ORDER**

The Executive Committee meeting was called to order by Chair Alan Wapner at 10:03 a.m., Friday, December 6, 2013.

**COMMITTEE MEMBERS ATTENDING**

Councilmember Alan Wapner, Board Chair  
Mayor Pro Tem Sam Spagnolo, Vice Chair  
Mayor Pro Tem Penny Lilburn, City of Highland  
Mayor Pat Morris, City of San Bernardino  
Councilmember Dick Riddell, City of Yucaipa

**OMNITRANS STAFF ATTENDING**

P. Scott Graham, Interim CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Committee Meeting:   Tuesday, January 7, 2014, 9:00 a.m.  
  OmniTrans Metro Facility

**C. COMMUNICATIONS FROM THE PUBLIC**

There were no communications from the public.

**D. DISCUSSION ITEMS**

1. Approve Executive Committee Minutes – November 1, 2013

M/S (Spagnolo/Riddell) to approve Executive Committee Minutes of November 1, 2013.  
Motion was unanimous by members present.

2. Fiscal Year 2014 Management Plan Review

The Executive Committee reviewed the current year's Management Plan and discussed how to move forward in preparation of the next fiscal year's Management Plan and how often to provide progress updates to the Board.

The current fiscal year Management Plan, while good, intertwines the Board's strategic goals with operational issues and includes both specific and non-specific goals, some of which are difficult to measure. As we are well into this year's plan, the current plan will remain, only with tasks reassigned due to staff changes. The updated plan with the task reassignments will be distributed to the Board of Directors as information only.

The Committee agreed that development of an annual plan should be included as part of the Agency's strategic plan and that semi-annual progress updates should be provided to the Board of Directors. In addition, the Committee emphasized that it is important that the Board be provided the opportunity to provide direction on policies and review the plan prior to finalization.

For Fiscal Year 2015, it was agreed that a Board Workshop would be held in early 2014 to provide strategic direction for both long and short-term goals to assist in the development of the Management Plan. The resulting Management Plan should be in line with the goals defined by the Board of Directors; the Board will decide if it agrees with the proposed method of implementation. In addition, the proposed plan should be reviewed with both the Plans & Programs and the Operations and Safety Committee prior to presentation to the Board of Directors for adoption.

### 3. Asset Preservation – sbX E Street Corridor

Interim CEO/General Manager Graham provided an update on the proposed plan for E Street between 10<sup>th</sup> and Highland, reporting that he has been in conversation with Roberta Robertson and Brett Rekola, representatives of the sbX Project Management Oversight Consultant (PMOC), regarding this issue. In turn, the PMOC has been speaking with Leslie Rogers, FTA Regional IX Administrator, regarding Omnitrans' request to use available monies to rehabilitate E Street between 10<sup>th</sup> and Highland, as he has the authority to utilize the discretionary monies remaining on any project within Region IX. Although Mr. Rogers is not prepared to make a decision at this time, staff is hopeful that he will decide to use available monies left in the project for this purpose rather than divert to another area in the region. The PMOC has requested that Omnitrans provide additional information to support the initial request from Omnitrans and the City of San Bernardino sent to the FTA about two months ago. Specifically, the request needs to better tie the work to the initial scope of the project, better define the costs, and confirm that the requested work is covered by the environmental assessment prepared for the project. The initial request included the City's recommendation at a cost of \$800,000 and Omnitrans' recommendation at a cost estimate of \$6M (\$4M for construction and \$2M for administrative costs). The disparity between the two was due to the fact that Omnitrans' proposal would result in the preservation of the area that would last for 20 years, while the City's plan was tied to the former Program Manager's inclusion of an \$800,000 commitment in the Risk Register for a grind and overlay of the area which the contractor would not warranty due to the extent of the deteriorated concrete sub-base as shown by the core samplings. The PMOC indicated that, if the FTA were to approve the request, it would have to have a long term effect and suggested that Omnitrans retain the services of a Pavement Engineer to conduct a complete analysis and prepare a

recommendation for the best way to proceed. Additionally, Omnitrans refined the work and reduced the projected cost to approximately \$3M.

If approval is received by the FTA to allow the work to be done, a request for approval of a Change Order will be presented to the Board of Directors.

The Committee agreed that Omnitrans should try to use any available monies dedicated to the project, with the pavement rehabilitation as the first priority with security preservation as the second priority.

**E. BOARD BUSINESS**

There were no Closed Session items.

**F. ADJOURNMENT**

The Executive Committee adjourned at 10:45 a.m. The next Executive Committee Meeting is scheduled Tuesday, January 7, 2014, at 9:00 a.m.

Prepared by:

---

Vicki Dennett, Assistant to CEO/General Manager

ITEM #           E3          

**ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES  
NOVEMBER 12, 2013**

**A. CALL TO ORDER**

The Administrative & Finance Committee meeting was called to order by Committee Chair Pat Morris at 11:01 a.m. on November 12, 2013.

**Committee Members Present**

Mayor Pat Morris, City of San Bernardino – Committee Chair  
Councilmember Frank Gonzales, City of Colton  
Vice Mayor Ed Graham, City of Chino Hills  
Councilmember Dick Riddell, City of Yucaipa  
Mayor Pro Tem John Roberts, City of Fontana  
Mayor Paul Eaton, City of Montclair  
Mayor Walt Stanckiewicz, City of Grand Terrace

**Committee Members Not Present**

Mayor Pro Tem Paul Foster, City of Redlands  
Supervisor Gary Ovitt, County of San Bernardino  
Councilmember Alan Wapner, City of Ontario

**OmniTrans Administrative Staff Present**

Scott Graham, Interim CEO/General Manager  
Diane Caldera, Interim Director of Operations  
Sam Gibbs, Director of Internal Audit Services  
Don Walker, Director of Finance  
Marge Ewing, Director of Human Resources  
Jacob Harms, Director of IT  
Anna Rahtz, Acting Director of Planning & Development Services  
Jennifer Sims, Director of Procurement  
Andres Ramirez, sbX Construction Manager  
Jim Deskus, sbX Project Analyst  
Eugenia Pinheiro, Contracts Manager  
Joanne Cook, Contracts Administrator  
Jeremiah Bryant, Service Planning & Scheduling Manager  
Lourdes Sandoval, Administrative Secretary

**B. ANNOUNCEMENTS/PRESENTATIONS**

The next Committee Meeting is scheduled Monday, December 9, 2013, at 11:00 a.m.

**C. COMMUNICATION FROM THE PUBLIC**

There were no comments from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

None

**E. AGENDA ITEMS**

1. Approve Administrative & Finance Committee Minutes of October 15, 2013

M/S (Graham/Roberts) that approved the minutes of the October 15, 2013 Committee meeting. Member Eaton abstained. Motion unanimous by remaining members present.

2. Receive & File Forward Fuel Purchase Program Update for November 2013

Director of Finance Walker said 45 percent of Omnitrans' fuel is hedged under the current contract through June 2014. There was a gain on the hedge of \$1,838 for November. Since February 2012, there was a loss of \$40,708 on settled hedge positions. There is an unrecognized gain of \$26,550 through June 2014. CNG fuel prices are expected to remain above the hedge. Staff will make a recommendation whether or not to extend the hedge within the next eight months.

This was a receive and file agenda item.

3. Receive & Forward to Board of Directors, Construction Progress Report No. 22 through October 25, 2013 – sbX E Street Corridor BRT Project

sbX Construction Manager Ramirez presented a PowerPoint of progress along the sbX Corridor and the Vehicle Maintenance Facility and reported that the sbX revenue service is still expected to begin April 30, 2014, within budget. And, to date, no lost time has been reported with over 325,000 man hours logged. As of this week, Ramirez reported that the cap is completed on Hospitality Lane, with striping soon to follow. As for the Vehicle Maintenance Facility, underground storage tanks were removed, the old fuel island was demolished and the contractor has removed the slaps in the existing Maintenance building where the new bus bays for the sbX will be installed.

M/S/C (Eaton/Stanckiewicz) that recommended to the Board of Directors receipt and file of Construction Progress Report No. 22 for the sbX E Street Corridor BRT Project through October 25, 2013. Motion was unanimous by Members present.

4. Recommend to Board of Directors, Authorize Interim CEO/General Manager to Execute Funding Agreement with San Bernardino Associated Governments for Downtown San Bernardino Passenger Rail Project.

Interim CEO/General Manager reported that Omnitrans, as a matter of practice, has charged a CAP (Cost Allocation Plan) for pass through monies; however, in this instance, Omnitrans has agreed not to charge the CAP so that more monies could be applied toward the project.

M/S (Eaton/Stanckiewicz) that recommended the Board of Directors authorize the Interim CEO/General Manager to execute a Funding Agreement to pass through an amount not to exceed \$22,306,000 to San Bernardino Associated Governments (SANBAG) for the Downtown San Bernardino Passenger Rail Project (DSBPRP) and to act as Omnitrans' authorized representative for the term of this agreement. Motion was unanimous by Members present.

5. Recommend to Board of Directors, Authorize Interim CEO/General Manager to Execute Memorandum of Understanding between for Section 5339 Bus and Bus Facilities Formula Grants Program.

Acting Director of Planning and Development Services Rahtz said this is a new funding program under the new MAP-21 (Moving Ahead for Progress in the 21<sup>st</sup> Century Act) and Fiscal Year 2013-14 funds will be utilized for this program for buses or bus related facilities. As Omnitrans is the only eligible subrecipient of these funds, this agreement simply lays out the administrative process that will be followed by SANBAG in the allocation of the funds.

M/S (Stanckiewicz/Roberts) that recommended the Board of Directors authorize the Interim CEO/General Manager execute a Memorandum of Understanding (MOU) between Omnitrans and San Bernardino Associated Governments (SANBAG) for Section 5339 Bus and Bus Facilities Formula Grants Program. Motion was unanimous by Members present.

6. Recommend to Board of Directors, Authorize Additional Spend Authority, Contract IPMO14-116, As Needed Scheduling Services for sbX E street Corridor and Vehicle Maintenance Facility Projects.

Interim CEO/General Manager explained that the prior contract for scheduling services was canceled as a result of the finding in the Federal Transit Administration's Procurement System Review. Director of Procurement Sims reported that four proposals for As Needed Scheduling Services were received, with two not meeting the minimum qualifications specified in the RFP. To minimize impact to the sbX and Vehicle Maintenance Facility projects, a contract was issued to APSI, the firm with the overall highest score in the amount of \$25,000, which is within the Interim CEO/General Manager's authority and staff now seeks authorization to increase the contract to an amount not to exceed \$78,848. This total includes the initial \$25,000 award and the Cost Allocation Plan and contingency.

M/S (Stanckiewicz/Graham) that recommended the Board of Directors authorize additional spending authority to Contract IPMO14-116 with APSI Construction

Management of Irvine, California, for the provision of As Need Scheduling Services to support the sbX E Street Corridor BRT and Vehicle Maintenance Facility Projects in the amount of \$53,848, bringing the total contract amount to \$78,848, plus the addition of the 3.27% Cost Allocation Plan of \$2,578.33, that will be charged to the total project cost vested in the Omnitrans Interim CEO/General Manager. Motion was unanimous by Members present.

The Administrative & Finance Committee meeting adjourned at 11:24 a.m. The next Administrative & Finance Committee Meeting is scheduled for Monday, December 9, 2013, at 11:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

---

Vicki Dennett, Assistant to CEO/General Manager

ITEM # E4

**PLANS AND PROGRAMS COMMITTEE  
MINUTES  
DECEMBER 3, 2013**

**A. CALL TO ORDER**

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 10:32 a.m. on December 3, 2013.

**Committee Members Present**

Mayor Pro Tem, Penny Lilburn, City of Highland – Committee Chair  
Council Member Dick Riddell, City of Yucaipa  
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga  
Mayor Pro Tem Debbie Stone, City of Upland - Alternate  
Council Member Alan Wapner, City of Ontario  
Mayor Dennis Yates, City of Chino

**Committee Members Not Present**

Councilmember Ron Dailey, City of Loma Linda  
Councilmember Ed Palmer, City of Rialto  
Supervisor Josie Gonzales, County of San Bernardino  
Supervisor James Ramos, County of San Bernardino

**Omnitrans Administrative Staff Present**

Scott Graham, Interim CEO/General Manager  
Diane Caldera, Interim Director of Operations  
Jack Dooley, Director of Maintenance  
Jacob Harms, Director of Information Technology  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing  
Jeremiah Bryant, Service Planning & Scheduling Manager  
Maurice Mansion, Treasury Manager  
Brenda Ramirez, Planner II  
Lourdes Sandoval, Administrative Secretary



## **B. ANNOUNCEMENTS/PRESENTATIONS**

There is no scheduled meeting at this time.

## **C. COMMUNICATION FROM THE PUBLIC**

There were no comments from the public.

## **D. POSSIBLE CONFLICT OF INTEREST ISSUES**

None

## **E. AGENDA ITEMS**

1. Approve Plans & Programs Committee Minutes – July 25, 2012

M/S (Yates/Spagnolo) that approved the minutes of July 25, 2012. Motion was unanimous by members present.

2. Receive & File Results of Benchmarked Customer Satisfaction Survey Results

Planning & Scheduling Manager Jeremiah Bryant provided the results of the Benchmarked Customer Satisfaction Survey, explaining that Omnitrans belongs to the American Bus Benchmarking Group (ABBG) that includes 17 mid-size size agencies throughout the nation. In April-May 2013, the group conducted a joint customer satisfaction survey that included all the same questions and conducted simultaneously by all members. The survey had one general question on overall satisfaction and included 19 questions to measure eight key areas that impact customer satisfaction: Availability, Ease of Use, Comfort, Customer Care, Environment, Information, Security and Time. After completing a cleaning of the surveys completed, Omnitrans had 506 surveys and the results are accurate with a 95% confidence level.

Overall, in response to how satisfied customers are with Omnitrans, Omnitrans scored second highest among the group at 83% positive, while the average of the group scored 65%. Although the score is below Omnitrans 90% goal, we scored very high among peers. The only two areas that Omnitrans scored at or below peers was Travel Time (Omnitrans 68%; Peers 69%) and Security at Bus Stops (62% for both Omnitrans and Peers).

This was a receive and file item.

3. Receive & Forward to Board of Directors, Notice of Upcoming Sub-Recipients for Job Access Reverse Commute and New Freedom Federal Funds

Planner II Brenda Ramirez announced that Omnitrans will be entering funding agreements with seven sub-recipients who were awarded Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) funds through

SANBAG's 2013 Call for Projects. Each will be presented to the Board of Directors seeking approval to authorize the Interim CEO/General Manager to execute the agreement.

This item will be forwarded to the Board of Directors.

4. Receive and File, Service Change Process

Planning and Scheduling Manager Jeremiah Bryant reviewed the current process Omnitrans uses for fixed route service change requests, explaining that service change requests come from both internal and external sources and are categorized as Very Minor, Minor, Major and System Level Changes. The process followed and whether a change is approved, depends on two key factors: annual cost and whether it's included in the budget, and the impact on the route or the system. The level of impact triggers certain steps that Omnitrans must take, such as public hearings and service equity analyses.

The four service change categories are:

Very Minor Change – Annual cost of less than \$15,000, within approved budget and affects less than 25% of a route. Approved at Service Planning Committee level.

Minor Change – Annual cost of more than \$15,000, within approved budget and affects less than 25% of a route. Recommended by Service Planning Committee to CEO/General Manager for approval.

Major Change – Greater than 25% of one route affected, has annual cost more of than \$15,000 and usually not within approved budget. Public Hearing must be held and Title VI Equity Analysis must be completed. Generally, brought forward with Annual Service Plan, if recommended, and implemented in September.

System Level – Same characteristics as major change, except that changes are being made to several routes. Included in the Short Range Transit Plan and implemented each year in the Annual Service Plan.

While several metrics are used to evaluate service changes, two important metrics considered are walking distance and farebox recovery ratio. The current Board approved walking standard is one-half mile and the required farebox recovery ratio is 20%.

In summary, not all service changes are the same, all service change requests are evaluated separately based on Board policy, what's going on in the community and the routes at the time.

5. Recommend Approval to Board of Directors, Proposed Chino Hills OmniGo Tripper Service

Planning and Scheduling Manager Jeremiah Bryant explained that the OmniGo service uses the 16 passenger vehicles and is designed as a lifeline service where other service

doesn't exist. Omnitrans provides OmniGo service in Chino Hills, Grand Terrace and Yucaipa. OmniGo service began in Chino Hills in Fiscal Year 2011 as a result of the reduction of OmniLink service, which freed up financial resources, as well as the receipt of JARC (Job Access Reverse Commute) funds, which covers 50 percent of the cost of the OmniGo service. Prior to OmniGo service in Chino Hills, OmniLink carried 12,500 trips annually. Last year, OmniGo alone totaled 50,000 trips.

A large part of the success of OmniGo in Chino Hills is the tripper service that deviates from the fixed route to Chino Hills High School and Townsend Junior High at the AM and PM bell times. This tripper service accounts for 38 percent of ridership, from just 12 percent of the trips.

To build on this success, Chino Hills asked if the tripper could be extended to the Butterfield Ranch area. After going through the service change evaluation process described in the prior item, staff developed a very minor change and recommends a third tripper; this can be accomplished by shifting some time around, using the exact same resources, and without a negative impact to on-time performance. If approved, a 17% increase (9,000 additional riders) in trips is expected.

M/S (Riddell/Yates) that recommended approval to the Board of Directors that authorizes Interim CEO/General Manager to implement the proposed Chino Hills High School Tripper service to Butterfield Ranch (a very minor service change) to OmniGo Chino Hills Route 365 at the start of the next school year. Motion was unanimous by members present.

#### 6. Potential Upland OmniGo Service

Planning and Scheduling Manager Jeremiah Bryant explained that the City of Upland has had a long standing service request to provide service to the Upland Metrolink station as there are six of eight stations in the Omnitrans service area that have direct bus service to Metrolink, with Upland and East Ontario being the two that do not. Bus service to the Upland Metrolink is a little more than 0.3 miles away. While the request makes sense as it is important to provide multi-modal connectivity, it is not possible for a forty-foot bus to operate safely on A Street as it is too narrow. Additionally, the bus cannot take A Street to Euclid as it is an uncontrolled intersection, which is unsafe for passengers. Other alternatives were considered, but at the current time, there is no way for a bus to operate safely at the station. Further, though we cannot provide service directly to the Upland Metrolink, of the five routes that serve Upland, three serve the Montclair Metrolink, which is just one-quarter mile outside of Upland City limits.

Just like with all service requests, Omnitrans went through the service evaluation process and considered several solutions including stop placement and route deviations. Omnitrans worked with City staff concerning possible route deviations and came up with the same result; there currently is no way to safely provide direct service to the Upland Metrolink; however, the award of TDA Article 3 money from SANBAG will allow the City to improve a northbound stop so that Omnitrans could add a bus stop once the

improvements are made, which would reduce walking distance to the Metrolink from 0.3 of a mile to 0.1 of a mile.

Upon exhausting cost neutral options to serve the station, the next consideration was adding OmniGo service. First consideration was given to the two proposals that came from the Comprehensive Operational Analysis; one with 30 minute service between the Upland and Montclair Metrolink stations at a cost of \$1.1 million. This proposal duplicated Route 67, which is the second lowest performing route in the system; and one with 60 minute service, which reduced the cost by half.

Staff then considered a route that would serve the Upland Metrolink, Senior Center, Colonies Shoppes, the Y, and the Upland High School by way of the Campus Corridor, for an annual proposed cost of \$300,000. However, there is no identified funding for this alternative and it does not conform to walking distance and ridership standards. Ridership estimates for this option are between 1,000-1,500 per month, with 3.5 passenger per hour and a farebox recovery ratio of under 5%. Additionally, this route would require the City to enhance 30 bus stops to meet ADA requirements. In conclusion, the bus routes in Upland are .03 walking distance to the Metrolink station and the Upland residents have very good coverage to access the Montclair Metrolink station.

M/S (Riddell/Yates) that recommended to the Board of Directors to cease consideration of a potential Upland OmniGo service at this time. Motion was unanimous by members present.

7. Receive and Forward to Board of Directors, Status Report, OmniConnects, Fiscal Year 2015-2020 Short Range Transit Plan

With the Comprehensive Operational Analysis complete and the funding projections through 2020 identified, Omnitrans must prepare its Short Range Transit Plan (SRTP). Planning and Scheduling Manager Jeremiah Bryant provided an overview of the SRTP sections, goals and strategies included in the plan and explained that the new plan must be adopted by the Board in April or May, prior to the adoption of the Fiscal Year 2015 Annual Management Plan. The SRTP, dubbed OmniConnects, coincides with our marketing tag line, Connecting Our Community, will be a proactive rather than a reactive plan that lays out the Agency's vision and includes strategies to move the Agency forward. Guiding documents to develop the plan include the current SRTP, the COA, Sanbag's Long Range Transit Plan, and SCAG's Regional Transportation Plan, as well as input from the Board Workshop conducted in early 2013.

A key decision the Board will be asked to make is to clearly define the 65% productivity vs 35% coverage split, as well as whether it applies to new service or existing service. With the financial constraints facing Omnitrans, tolerance for change needs to be considered. Does the Agency move coverage service to more productive service or serve the greatest breadth of people? The SRTP will also tie into things going on in the region, as well as look at efficiencies.

Board Chair Wapner emphasized that any document presented be presented as a draft and not a finished document and cautioned that it appears that staff is making policy decisions that should be made by the Board of Directors. He further suggested that this issue come back to the Committee to have policy discussions based on suggestions by staff so that when it is presented to the Board, it goes with a policy Committee recommendation. Committee Chair Lilburn concurred, adding that when presented, staff should clearly identify the current policy compared with the proposed policy.

The direction by the Committee is to present further information on this topic for discussion and direction on goals and strategies to the Committee in January 2014.

#### **F. REMARKS AND ANNOUNCEMENTS**

Board Vice Chair Spagnolo requested that Omnitrans explore whether it can provide direct service between the San Bernardino County Court Houses with the upcoming changes in 2014 and present to the Committee for consideration at a future meeting.

#### **G. ADJOURNMENT**

The Plans & Programs Committee meeting adjourned at 11:45 a.m. The next Committee Meeting will be scheduled in January and posted at Omnitrans and on the Omnitrans website.

Prepared by:

---

Vicki Dennett, Assistant to CEO/General Manager

ITEM # E5

## **AGENCY MANAGEMENT REPORT**

**December 2013**  
**FISCAL YEAR 2014**

### **Agency Results**

#### **Operating Revenue**

December total Operating Revenue of \$5,912,660 is 51,181 under budget. Year-to-Date (YTD) Operating Revenue of \$36,506,274 is \$723,228 over budget. The negative current month variance is principally driven by passenger fares being less than planned. YTD variances are driven primarily by the recognition of the CNG fuel tax credit.

#### **Operating Expense**

December Operating Expense of \$5,749,025 is \$214,816 or 4% under budget. YTD Operating Expense of \$33,296,539 is \$2,486,507 or 7% under budget. The positive current month and YTD variances are driven by labor, fringe benefits, material and supplies, and occupancy all coming in under budget.

#### **Ridership**

During the month of December, Omnitrans carried a total of 1,229,673 passengers. This consisted of 1,192,242 on Fixed Route service and 37,431 on Demand Response routes. YTD Ridership is 7,926,388, which reflects a total system decrease of 2.9% when compared to the same period last year.

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

During the month of December, Omnitrans provided a total of 65,033 revenue hours reflecting an increase of .45% versus the same period last year. Omnitrans logged a total of 869,007 revenue miles during the month, reflecting a decrease of .44% when compared to same period last year. YTD Omnitrans provided a total of 397,529 revenue hours reflecting a decrease of .69% versus the same period last year. Also, YTD Omnitrans logged a total of 6,063,716 revenue miles reflecting an increase of .38% when compared to same period last year.

### **Farebox Recovery Ratio**

December farebox revenue for Fixed Route/Omnalink is \$1,018,526 versus \$967,472 for the same period last year. This is an increase of 5.28%. The farebox recovery ratio for the month is 21.72%. YTD farebox revenue for Fixed Route/Omnalink is \$6,584,540 versus \$6,562,597 for the same period last year. This is an increase of .33%. YTD farebox recovery ratio is 24.27%.

December farebox revenue for Access is \$136,127 versus \$134,409 for the same period last year. This is an increase of 1.28%. Farebox recovery ratio for the month is 13.93%. YTD farebox revenue for Access is \$784,098 versus \$773,423 for the same period last year. This is an increase of 1.38%. YTD farebox recovery ratio is 13.16%.

### **Financials**

Total Salaries and Benefits of \$3,317,397 are \$140,521 under budget for the month of December. YTD Salaries and Benefits of \$19,864,467 are \$883,036 or 4% under budget. The positive current month and YTD variance is primarily driven by headcount being less than planned.

Total Services are \$337,637 or \$154,990 over budget in December. YTD Total Services are \$1,043,535 or \$427,348 under budget. The negative monthly variance is driven by the timing of payments for professional services and the YTD variance is driven by professional services being less than planned.

Materials and Supplies are \$628,407 or \$144,756 under budget in December. YTD Materials and Supplies are \$4,055,050 or \$583,927 under budget. The positive monthly and YTD variances are driven by rolling stock parts, CNG fuel and gasoline being less than planned.

Purchased Transportation is \$751,772 or \$8,540 under budget in December. YTD Purchased Transportation is \$4,312,471 or \$249,402 under budget. The positive current month and YTD variances are driven by favorable pricing in the current contract based on milestones being met.

Other Expenses are \$631,748 or \$123,155 under budget in December. YTD Other Expenses are \$3,817,836 or \$336,582 under budget. The positive current month and YTD variances are principally driven by the timing of repairs and maintenance and payments related to software maintenance contracts making occupancy cost lower than planned.



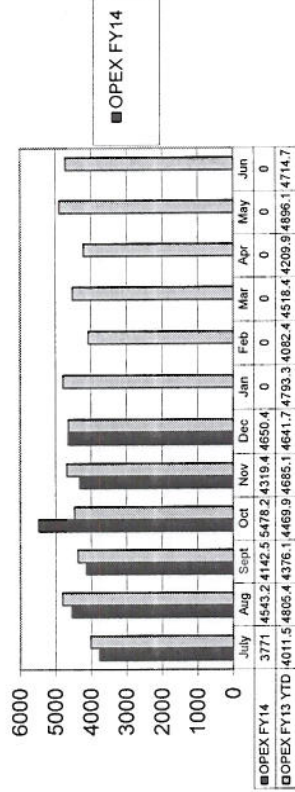
**PERFORMANCE STATISTICS  
FISCAL YEAR 2014  
December 2013**

	<u>Current Month</u>		<u>YR/YR</u>	<u>Year-To-Date</u>		<u>YR/YR</u>
	<u>December 2013</u>	<u>December 2012</u>	<u>inc/(dec)</u>	<u>December 2013</u>	<u>December 2012</u>	<u>inc/(dec)</u>
<b>Total Passenger Revenue &amp; Subsidy</b>						
Fixed Route	\$1,016,100	\$964,982	5.3%	\$6,568,625	\$6,545,963	0.3%
Demand Response	\$138,552	\$136,899	1.2%	\$799,923	\$790,057	1.2%
<b>Total Passengers</b>						
Fixed Route	1,192,242	1,148,870	3.8%	7,680,494	7,920,407	-3.0%
Demand Response	37,431	35,374	5.8%	245,894	243,511	1.0%
<b>Farebox Recovery Ratio</b>						
Fixed Route/OmniLink	21.72%	20.68%		24.27%	24.12%	
Access	13.93%	13.91%		13.16%	12.91%	
<b>Total Passengers per Revenue Hour</b>						
Fixed Route	23.3	22.9	1.9%	24.7	25.7	-3.6%
Demand Response	2.7	2.4	10.6%	2.8	2.7	6.3%
<b>Revenue per Passenger</b>						
Fixed Route	0.85	0.84	1.5%	0.86	0.83	3.5%
Demand Response	3.70	3.87	-4.4%	3.25	3.24	0.3%
<b>Cost per Passenger</b>						
Fixed Route	3.90	4.04	-3.5%	3.50	3.41	2.8%
Demand Response	27.16	28.34	-4.2%	25.17	25.51	-1.3%
<b>Cost per Revenue Hour</b>						
Fixed Route	90.85	92.34	-1.6%	86.66	87.48	-0.9%
Demand Response	73.43	69.25	6.0%	71.00	67.66	4.9%

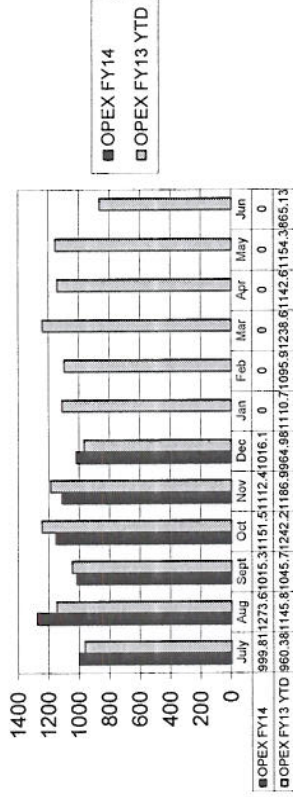
	<u>Actual</u>	<u>Target</u>
<b>On Time Performance</b>		
Fixed Route	85.75%	90%
Demand Response	92.42%	90%
<b>Headcount</b>	623	669
(includes PT Operators, excludes IPMO)		



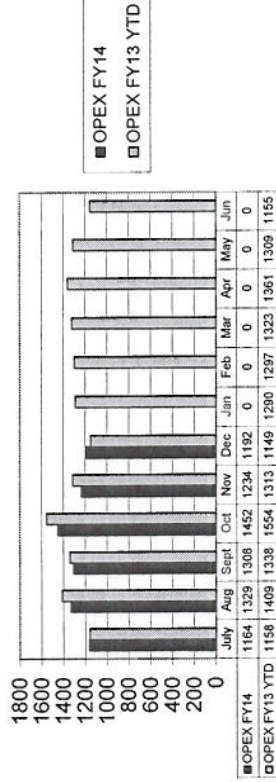
### Fixed Route Operating Expense Thousands



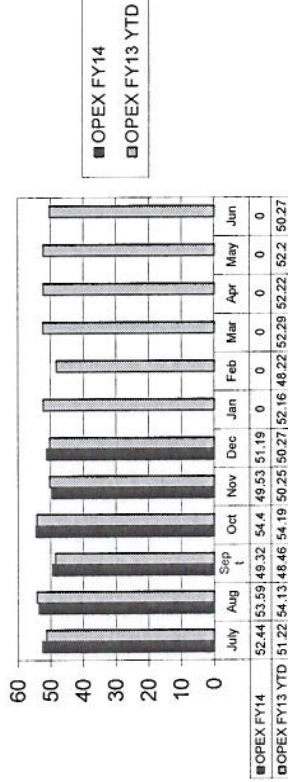
### Fixed Route Passenger Revenue Thousands



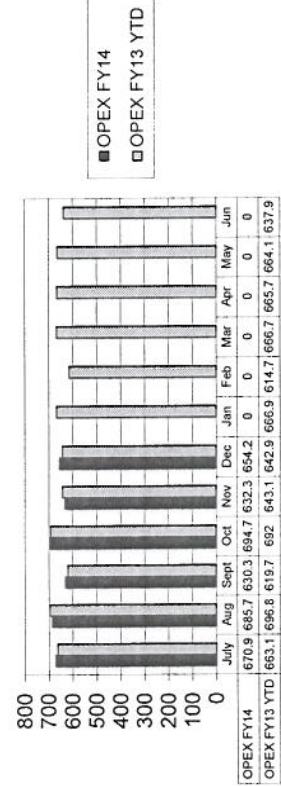
### Fixed Route Ridership Thousands



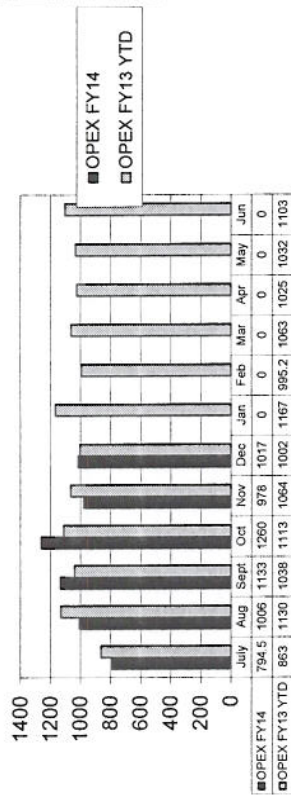
### Fixed Route Revenue Hours Thousands



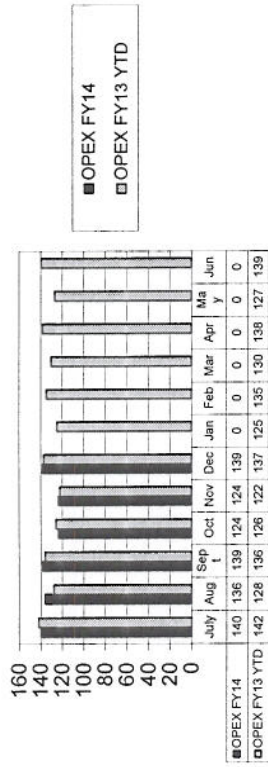
### Fixed Route Revenue Miles Thousands



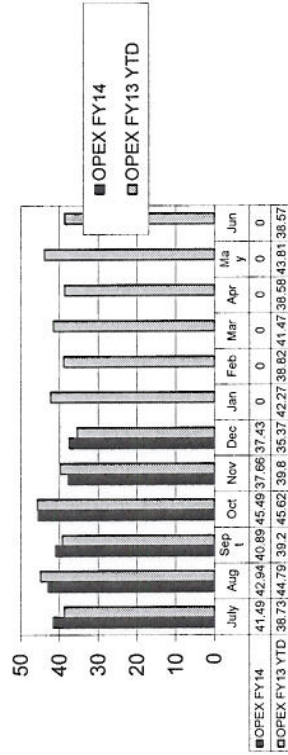
### Demand Response Operating Expense Thousands



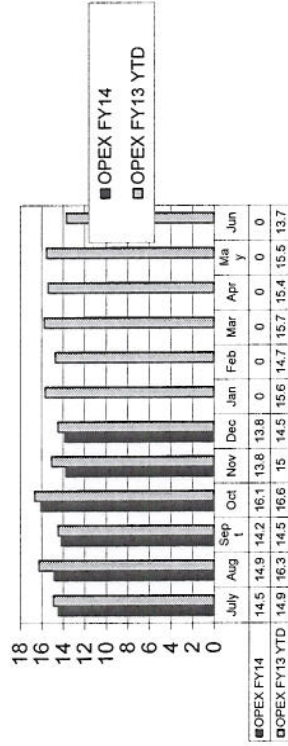
### Demand Response Passenger Revenue Thousands



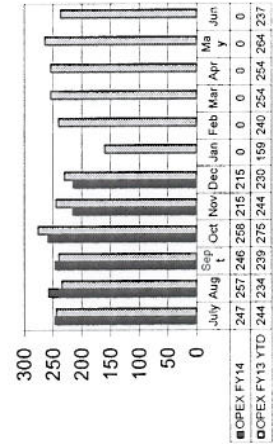
### Demand Response Ridership Thousands



### Demand Response Revenue Hours Thousands



### Demand Response Revenue Miles Thousands



# Statement of Operations Fiscal Year: 2014

CURRENT MONTH: December 2013

YEAR-TO-DATE: December 2013

	<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>
	1,127,267	1,229,823	(102,556)	92%	Passenger Fares	7,195,063	7,378,936	(183,872)	98%
	27,385	27,477	(92)	100%	Measure I Subsidy - Fares	173,575	164,864	8,711	105%
	397,523	397,523	0	100%	Measure I Subsidy - Operating	2,385,138	2,385,137	2	100%
	27,687	25,000	2,687	111%	Auxiliary Transportation Revenue	149,670	150,000	(330)	100%
	833	7,083	(6,250)	12%	Non-Transportation Revenue	683,026	42,500	640,526	1607%
	3,029,143	3,029,143	(0)	100%	LTF Operating	18,174,858	18,174,861	(3)	100%
	145,337	145,337	0	100%	STAF Operating	872,022	872,022	0	100%
	0	0	0	0%	JARC - Operating Assistance	222,993	0	222,993	0%
	1,157,485	1,102,455	55,030	105%	Capital Funds for Operations	6,649,930	6,614,728	35,202	101%
	5,912,660	5,963,841	(51,181)	99%	Total Revenues	36,506,274	35,783,046	723,228	102%
					<u>Operating Expenses</u>				
	1,971,814	2,126,187	154,373	93%	Labor	12,582,328	12,757,121	174,793	99%
	1,345,583	1,331,731	(13,853)	101%	Fringe Benefits	7,282,139	7,990,382	708,243	91%
	337,637	182,647	(154,990)	185%	Services	1,043,535	1,470,884	427,348	71%
	628,407	773,163	144,756	81%	Materials and Supplies	4,055,050	4,638,977	583,927	87%
	186,905	268,350	81,445	70%	Occupancy	1,302,982	1,610,100	307,117	81%
	452,688	429,791	(22,897)	105%	Casualty and Liability	2,790,302	2,578,747	(211,556)	108%
	0	4,107	4,107	0%	Taxes and Fees	2,833	24,641	21,808	11%
	751,772	760,312	8,540	99%	Purchased Transportation	4,312,471	4,561,873	249,402	95%
	45,374	75,755	30,381	60%	Printing and Advertising	122,523	454,529	332,006	27%
	(53,218)	(23,100)	30,119	230%	Miscellaneous Expense	(400,804)	(513,598)	(112,794)	78%
	82,065	34,899	(47,166)	235%	Lease and Rental	203,180	209,391	6,211	97%
	5,749,025	5,963,841	214,816	96%	Total Operating Expense	33,296,539	35,783,046	2,486,507	93%
	163,635	(0)	163,635		Net Gain (Net Loss)	3,209,735	(1)	3,209,736	
	3,317,397	3,457,917	140,521	96%	Sal & Ben	19,864,467	20,747,503	883,036	96%
	631,748	754,903	123,155	84%	Other	3,817,836	4,154,418	336,582	92%



**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

**THROUGH:** P. Scott Graham, Interim 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 month of December 2013. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

PSG:MS

OMNITRANS  
Treasurer's Report  
Month ending December 2013

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
Cash and Investments Under the Direction of the Treasurer						
Local Agency Investment Fund		\$ 15,193,206.59		\$ (1,050,000.00)	0.26%	
				\$ (850,000.00)	0.27%	
				\$ (1,500,000.00)	0.26%	
		\$ 15,193,206.59		\$ (3,400,000.00)		
Net LAIF Funds				\$ 11,793,206.59		\$ 11,793,206.59
Fair Marketing Value	Fair Value Factor				1.000287620	\$ 11,796,598.55
Union Bank Money Market GMRA		\$ 1,964,248.26				
	Interest	\$ 50.10			0.03%	
				\$ (118,022.18)		
		\$ 1,964,298.36		\$ (118,022.18)		
				\$ 1,846,276.18		
				\$ 1,846,276.18		\$ 1,846,276.18
Citybank Morgan Stanley Futures Account		\$ 249,882.21				
	Gain/Loss for month	\$19,022.20				
		\$ 268,904.41		\$ -		
				\$ 268,904.41		\$ 268,904.41
		\$ 575,635.95				
	Passenger	\$ 1,340,980.21				
	Grants' Revenue	\$ 5,617,982.91				
	Miscellaneous Revenue	\$ 32,021.94				
	Transfers From (To) LAIF	\$ 3,400,000.00				
	Transfers From (To) Money Market	\$ 118,022.18				
	Transfers From (To) Morgan Stanley Futures Account					
	Accounts Payable			\$ (7,359,499.34)		
	Payroll and Payroll Taxes			\$ (2,532,939.64)		
	Employee Benefits			\$ (200,654.37)		
	Bank Service Charge			\$ (1,767.94)		
		\$ 11,084,643.19		\$ (10,094,861.29)		
Net Union Bank Operating Funds				\$ 989,781.90		\$ 989,781.90
		\$ 3,700.00				
Petty Cash				\$ 3,700.00		\$ 3,700.00

Cash and Investments Under the Direction of Fiscal Agents

Wachovia Bank N.A.	\$ 75,000.00					
Workmens' Comp. Adjuster						
York Insurance Services						\$ 75,000.00
Total Cash & Investments						\$ 14,980,261.04

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, Interim 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 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**SUBJECT: PAYROLLS AND WARRANTS FOR DECEMBER 2013**

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

<b>Payroll Period</b>	<b>Amount</b>	<b>Register #</b>
11/27/13-12/10/13	\$469,231.19	25
12/11/13-12/24/13	\$312,511.22	26

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

<b>Payroll Period</b>	<b>Amount</b>	<b>Register #</b>
11/18/13-12/01/13	\$1,076,628.97	25
12/02/13-12/15/13	\$ 900,677.96	26

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

<b>Register Date</b>	<b>Amount</b>	<b>Register #</b>
12/05/2013	\$5,015,230.47	657-658
12/12/2013	\$ 935,057.72	659-660
12/19,2013	\$1,322,882.09	661
12/26/2013	\$ 86,329.06	662

I, P. Scott Graham, Interim 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 5, 2014

OMNITRANS  
AFFIRMATIVE ACTION STATUS REPORT  
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT  
As of January 14, 2014

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION						FEMALE ETHNIC COMPOSITION						Existing Vacancies	INTERVIEWED								APPOINTED							
		C	B	H	AS	AI	2+	C	B	H	AS	AI	2+		C	B	H	AS	AI	NH/PI	2+	C	B	H	AS	AI	NH/PI	2+		
OPERATIONS	468	67	98	90	5	1	5	42	88	44	0	1	2	25	7	28	10	1	0	0	4	3	11	4	0	0	0	4		
MAINTENANCE	106	28	11	49	6	0	0	3	1	0	1	0	0	7	4	3	2	0	0	0	0	3	0	0	0	0	0	0		
EXECUTIVE OFFICE	4	1	1	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
INFORMATION TECH. SERVICES	7	2	0	0	4	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SAFETY/ SECURITY	4	3	0	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		
MARKETING	26	2	0	5	1	0	0	3	0	13	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PLANNING	7	2	0	0	0	0	0	1	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
HUMAN RESOURCES	9	0	0	1	0	0	0	5	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PROCUREMENT	22	3	1	6	0	0	0	7	1	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
FINANCE	12	0	2	0	2	0	0	2	0	3	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
IPMO	9	2	1	1	2	0	0	1	1	0	0	0	0	1	1	0	0	1	0	0	0	1	0	0	0	0	0	0		
AGENCY TOTAL	674	110	114	152	21	1	5	65	91	67	3	1	2	42	12	31	12	2	0	0	4	7	11	4	0	0	0	4		

C = Caucasian  
B = Black  
H = Hispanic  
AS = Asian  
2+ = Two or More Races  
NH/PI = Native Hawaiian or Pacific Islander

\* Includes part time  
the FY14 budget

PERCENTAGES

COMPLETED BY:   
Meredith Tshilonda  
(HR Analyst)

C B H A AI 2+ TOTAL  
27.69% 32.44% 34.65% 3.80% 0.32% 1.11% 100%

ITEM #

E6

ITEM # E7

**DATE:** February 5, 2013

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**FROM:** Andres Ramirez, sbX Construction Manager

**SUBJECT:** **CONSTRUCTION PROGRESS REPORT NO. 23-24 THROUGH  
DECEMBER 25, 2013 - sbX E STREET CORRIDOR BRT PROJECT**

**FORM MOTION**

Receive and file Construction Progress Report No. 23-24 for the sbX E Street Corridor BRT Project through December 25, 2013.

*This item was reviewed by the Administrative & Finance Committee at its January 13, 2014, meeting and recommended to the Board of Directors for receipt and file.*

**BACKGROUND**

This is Construction Progress Report No. 23-24 for the sbX E Street Corridor Project.

**CONCLUSION**

Receive and file Construction Progress Report No.23-24 for the sbX E Street Corridor BRT Project through December 25, 2013.

PSG:AR

Attachment





## **sbX E Street Corridor Bus Rapid Transit (BRT) Project**

### **Construction Progress Report No. 23/24**

**As of December 25, 2013  
(Includes November 2013)**

**Submitted By:**

**JACOBS**

Contractor:	SBX Corridor - Griffith/Comet VMF – USS Cal Builders
Contractor Contract No.:	IPMO11-5
Project Manager:	Roger Hatton, P.E.
Resident Engineer	Karim Varshochi, P.E. (Corridor) Anni Larkins, P.E. (VMF)
Omnitrans Construction Manager:	Andres Ramirez Construction Manager

**TABLE OF CONTENTS**

- I. Project Status Summary
  - A. Project Description – sbX Corridor
  - B. Summary Status Update – sbX Corridor
  - C. Upcoming Work – sbX Corridor
  - D. Concerns - sbX Corridor
  - E. Project Description - Vehicle Maintenance Facility (VMF)
  - F. Summary Status Update – Vehicle Maintenance Facility (VMF)
  - G. Upcoming Work – Vehicle Maintenance Facility (VMF)
  - H. Concerns - Vehicle Maintenance Facility (VMF)
- II. Project Schedule
  - A. Summary of Project Schedule - sbX Corridor
  - B. Summary of Project Schedule – Vehicle Maintenance Facility (VMF)
- III. RFIs, Submittals, and Non-Conformance Reports
  - A. sbX Corridor
  - B. Vehicle Maintenance Facility (VMF)
- IV. Safety
- V. Project Budget and Cost
- VI. Change Orders and Claims
  - A. VMF Change Orders
  - B. sbX Corridor Change Orders
- VII. Project Photographs
  - A. sbX Corridor Photos
  - B. Vehicle Maintenance Facility (VMF) Photos

## **I. PROJECT STATUS SUMMARY**

### **A. Project Description – sbX Corridor**

The sbX E Street Corridor BRT Project is a 15.7-mile-long transit improvement project that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. Over the past four years, the sbX E Street Corridor Bus Rapid Transit (BRT) Project has evolved as the highest priority corridor identified in the System-Wide Transit Corridor Plan for the San Bernardino Valley.

The Refined LPA includes:

- 15.7 mile corridor
- 5.4 miles of exclusive center-running BRT lanes
- 10.3 miles of mixed flow BRT operation
- 16 BRT station locations, 6 center stations and 10 curb stations
- 23 station boarding structures
- 4 park-and-ride facilities with a total of 610 parking spaces
- Transit signal priority (TSP) applications at select key intersections

### **B. Summary Status Update (Accomplishments) – sbX Corridor**

#### **November**

- Energizing all stations for testing completed, as well as, connection of all stations to Verizon for telephone and internet services.
- Started testing station systems for integration into overall system.
- Started installing signage for completion of project.

#### **December**

- Completed installation of platform pavers at Court Station and started Baseline northbound station.
- Continued testing station systems for integration into overall system.
- Completed installation of bus pad, sidewalk with parkway drain at the Baseline Station.
- Continued testing of electrical equipment for stations and traffic signals.
- Completed irrigation and landscaping on E Street and Hospitality Lane median islands.
- Continued installing signage for the entire project.
- Completed installation of final AC pavement cap and slurry seal E Street at Marshall Station, Kendall at Little Mountain and University Station.
- Continued installing final pavement striping on E Street.
- Completed parking lot striping at the Court Station Park and Ride.

**C. January Work – sbX Corridor**

- Relocation of Cross Connect on the north side of Hospitality Lane, west of Hunts Lane.
- Complete final striping on E Street and Kendall.
- Complete platform pavers at Baseline station northbound.
- Complete testing, systems start up, and integration.

**D. Project Description – Vehicle Maintenance Facility (VMF)**

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

**E. Summary Status Update (Accomplishments) – Vehicle Maintenance Facility (VMF)****November**

- Demolished the existing Fuel Island (Bldg. C) and surrounding slab-on-grade.
- Received non-detect results for the soil sampling associated with the removal of the underground storage tanks (UST's) and product lines. Backfill expected to start November 25, 2013.
- Demolished the slab-on-grade and completed pit excavation inside Maintenance Building A. Formwork and reinforcing steel installation for the new pits is ongoing.
- Completed modifications to the cart dump attachment to the thirty-yard trash compactor.
- Powered up the center row of lights in the bus parking lot.
- The new tire carousels for Building A delivered.

**December**

- Contractor demolished the existing bus wash facility (Building B). Underground utility locating and safe-off is ongoing and slab-on-grade demolition planned to start late December 2013.
- Underground utilities for the new lifts installed and concrete for the pit slabs placed; placement of the reinforcing steel and formwork for the pit walls was continued.
- The new tire equipment presented for Agency approval such that underground utilities can be completed.
- Temporary bus wash services started on October 21, 2013 and continue.

- Startup and testing of the new thirty-yard compactor, including final inspection, testing, training and turnover is expected to occur is planned for early January 2014.

#### **F. January Work – Vehicle Maintenance Facility (VMF)**

- Completion of concrete placement for the new bus lift pits in Maintenance Building A.
- Completion of demolition of the slab-on-grade at the demolished Building B and remove the existing diesel UST.
- Complete backfill of the UST excavation, removal of the existing footings for the demolished Building C, and start site grading operations.
- Construction of the new pad and relocation of the CNG buffer tanks to their final location.

## **II. PROJECT SCHEDULE**

The CM team and the Contractors are using the latest scheduling tools (Primavera V. P6), available to manage the project schedule.

Due to the actual field conditions (E Street Corridor and the VMF), many construction activities needed re-sequencing, resulting in several revisions in the baseline schedules submitted. As a proactive approach, the CM team has created an internal schedule as a guiding tool used to monitor and manage the construction progress.

#### **A. Summary of Project Schedule – sbX Corridor**

As of December 21, 2013, the contract completion date has expired. Omnitrans is currently in negotiations with the Contractor in regards to delay time, delay responsibility, and delay cost.

A Dispute Resolution Board meeting has been set for January 16, 2014.

#### **Summary of Project Schedule – Vehicle Maintenance Facility (VMF)**

The Contractor submitted a combined October/November 2013 Monthly Schedule Update (UP04), with a data date of November 4, 2013, on December 2, 2013. The schedule update shows the project behind schedule, with approximately (+/-) 219-calendar days of negative float projecting a Substantial Completion Date in early/mid July 2014. The update was reviewed and returned to the Contractor with “Revise and Resubmit” status on December 11, 2013. A meeting to address the comments was held on December 20, 2013, and it is anticipated the Contractor will provide its resubmittal by December 26, 2013.

On October 28, 2013, the Contractor formally submitted a Time Impact Evaluation (TIE) for impacts incurred through the turnover of the existing Building C (on September 19, 2013). The TIE is under evaluation.

The Contractor and CM are meeting weekly to update schedule progress and to assess upcoming work and durations, and potential risks, to ensure further delays are avoided.

### **III. REQUESTS FOR INFORMATION (RFIs), SUBMITTALS, AND NON-CONFORMANCE REPORTS (NCRs)**

#### **A. sbX Corridor**

To date, the CM team has met the required timelines and no delay has come about as a result of submittal and RFI responses.

Total RFIs – 982  
Total Open – 14

Total Submittals – 801  
Total Open – 15

Total NCRs - 24  
Total Open - 6

Weekly RFI meetings held every Tuesday morning.

Weekly NCR meetings held every Thursday morning.

#### **B. Vehicle Maintenance Facility (VMF)**

To date, the CM team has met the required timelines and no delay has come about as a result of submittal and RFI responses.

Total RFIs – 159  
Total Open – 2

Total Submittals – 302  
Total Open – 4

Total NCRs – 8  
Total Open – 1

### **IV. SAFETY**

The project team considers safety to be the utmost priority. As such, the entire project team works towards a “no-lost time” goal on a daily basis.

SbX Corridor - As of December 25, 2013 there are 379,689 “no-lost time” hours.

VMF - As of December 25, 2013 there are 10,244 “no-lost time” hours.

**V. PROJECT BUDGET AND COST****TOTAL PROGRAM BUDGET**

BUDGET AS OF NOVEMBER 30, 2013

Approved Budget	\$191,706,000
Cost to Date	\$141,177,618
Estimate to Complete	\$48,514,970
Estimate at Completion	\$189,692,588

**SBX CORRIDOR PROJECT COSTS - AS OF NOVEMBER 30, 2013**

	<b>CURRENT AUTHORIZED</b>	<b>CURRENT INVOICES PAID</b>	<b>REMAINING CONTRACT BALANCE</b>
Jacobs	\$11,852,647	\$8,499,946	\$3,352,701
Parsons	\$18,097,876	\$16,841,587	\$1,256,289
Griffith/Comet	\$84,069,351	\$65,635,540	\$18,433,811
Total	\$114,019,874	\$90,977,073	\$23,042,801

**VMF CORRIDOR PROJECT COSTS - AS OF NOVEMBER 30, 2013**

	<b>CURRENT AUTHORIZED</b>	<b>CURRENT INVOICES PAID</b>	<b>REMAINING CONTRACT BALANCE</b>
STV Inc.	\$1,418,132	\$1,188,925	\$229,207
USS Cal Builders	\$11,471,646	\$3,758,379	\$7,713,267
Total	\$12,889,778	\$4,947,304	\$7,942,474

**SBX CORRIDOR CONTRACT TIME**

<b>Activity</b>	<b>Days</b>	<b>Date</b>
Notice to Proceed		11/21/11
Calendar Days per Original Contract	730	
Original Completion Date		12/21/13
Calendar Days Completed as of November 25, 2013	734	
CCO Time Extension to Date	0	
Required Completion Days/Date as of November 25, 2013	-4	12/21/13
Forecasted Completion Date as of November 25, 2013		TBD*
Percent Time Elapsed	101%	

**VMF CONTRACT TIME**

<b>Activity</b>	<b>Days</b>	<b>Date</b>
Notice to Proceed		12/10/12
Calendar Days per Original Contract	425	
Original Completion Date		02/08/14
Calendar Days Completed as of November 25, 2013	380	
CCO Time Extension to Date	0	
Required Completion Days/Date as of November 25, 2013	45	02/08/14
Forecasted Revenue Start Date as of November 25, 2013		04/30/14
Percent Time Elapsed	89%	

**\* CONSTRUCTION COMPLETION DATE WILL BE AVAILABLE UPON COMPLETION OF THE SCHEDULE UPDATE.**



**CHANGE ORDERS****SBX CORRIDOR CONTRACT CHANGE ORDERS - As of December 25, 2013**

<b>Change Order Status</b>	<b>Amount Approved</b>
Approved Change Orders	\$18,877,427
Pending Change Orders	\$125,037
Potential Change Orders	\$1,975,000
<b>Total</b>	<b>\$20,977,464.00</b>

**VMF CONTRACT CHANGE ORDERS - As of September 25, 2013**

<b>Change Order Status</b>	<b>Amount</b>
Approved Change Orders	\$797,097
Pending Change Orders	\$229,557
Potential Change Orders	\$2,168,078
<b>Total</b>	<b>\$3,194,732.00</b>

**Note:** Currently, pricing for Potential Change Orders are estimated based on Rough Order of Magnitude pending designer plans or final submittal of pricing by the Contractor.

Upon the approval of the final to date schedule, an analysis will be completed to determine the effect of the change orders on the scheduled completion date.

## VI. Project Photographs

### SBX CORRIDOR PROGRESS PHOTOS



1. Construction of equipment module @ Court/E Street.



2. Installation of electrical disconnect for HVAC on roof of Restroom at Palm and Kendall station/park and ride location.

**VMF PROGRESS****PHOTOS**

1. Pouring Concrete for Electrical Trench feeding the Center Row of Lights in the Bus Parking Lot (Temporarily Lit for Safety in the Lot).



2. Excavation Completed for Bus Maintenance Pits in Building A, Contractor Setting String Lines in Preparation for Concrete Pour.





**3. Backfill and Compaction of Underground Storage Tank (UST) Excavation.**



**4. Reinforcing Steel Placement in Building A Bus Lift Pits.**

**IPMO/sbX Project  
Through 11/30/13**

Standard Cost Category (SCC)	Description	Approved Current Budget	Expenditures \$ %		Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
<b>10</b>	<b>GUIDEWAY &amp; TRACK ELEMENTS</b>	<b>19,725,000</b>	<b>14,978,737</b>	<b>75.9%</b>	<b>\$ 4,746,263</b>	<b>\$ 4,817,956</b>	<b>\$ 19,796,693</b>	<b>\$ (71,693)</b>
	Guideway: At-grade semi-exclusive (allows cross-traffic)	\$ 18,353,000	13,110,949	71.4%	\$ 5,242,051	\$ 4,422,271	\$ 17,533,220	\$ 819,780
10.02	Guideway: At-grade in mixed traffic	\$ 1,372,000	1,867,788	136.1%	\$ (495,788)	\$ 395,685	\$ 2,263,473	\$ (891,473)
<b>20</b>	<b>STATIONS, STOPS, TERMINALS, INTERMODAL</b>	<b>14,917,000</b>	<b>11,200,849</b>	<b>75.1%</b>	<b>\$ 3,716,151</b>	<b>\$ 3,135,230</b>	<b>\$ 14,336,079</b>	<b>\$ 580,921</b>
	At-grade station, stop, shelter, mall, terminal, platform	14,917,000	11,200,849	75.1%	\$ 3,716,151	\$ 3,135,230	\$ 14,336,079	\$ -
<b>30</b>	<b>SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS</b>	<b>\$ 8,131,000</b>	<b>3,758,378</b>	<b>46.2%</b>	<b>\$ 4,372,622</b>	<b>\$ 11,437,320</b>	<b>\$ 15,195,698</b>	<b>\$ (7,064,698)</b>
30.02	Light Maintenance Facility	\$ 4,265,000	2,920,260	68.5%	\$ 1,344,740	\$ 8,780,427	\$ 11,700,687	\$ (7,435,687)
30.05	Yard and Yard Track	\$ 3,866,000	838,118	0.0%	\$ 3,027,882	\$ 2,656,893	\$ 3,495,011	\$ 370,989
<b>40</b>	<b>SITEWORK &amp; SPECIAL CONDITIONS</b>	<b>34,271,000</b>	<b>22,408,068</b>	<b>65.4%</b>	<b>\$ 11,862,932</b>	<b>\$ 8,184,666</b>	<b>\$ 30,592,734</b>	<b>\$ 3,678,266</b>
40.01	Demolition, Clearing, Earthwork	\$ 4,741,000	281,559	5.9%	\$ 4,459,441	\$ 174,000	\$ 455,559	\$ 4,285,441
40.02	Site Utilities, Utility Relocation	\$ 4,993,000	8,449,141	169.2%	\$ (3,456,141)	\$ 2,836,022	\$ 11,285,163	\$ (6,292,163)
40.05	Site structures including retaining walls, sound walls	\$ 90,000	72,224	80.2%	\$ 17,776	\$ 571,642	\$ 643,866	\$ (553,866)
40.06	Pedestrian / bike access and accommodation, landscaping	\$ 6,925,000	2,466,376	35.6%	\$ 4,458,624	\$ 2,387,068	\$ 4,853,444	\$ 2,071,556
40.07	Automobile, bus, van accessways including roads, parking lots	\$ 3,601,000	3,629,509	100.8%	\$ (28,509)	\$ 617,840	\$ 4,247,349	\$ (646,349)
40.08	Temporary Facilities and other indirect costs during construction	\$ 13,921,000	7,509,259	53.9%	\$ 6,411,741	\$ 1,598,094	\$ 9,107,353	\$ 4,813,647
<b>50</b>	<b>SYSTEMS</b>	<b>\$ 16,727,000</b>	<b>18,103,166</b>	<b>108.2%</b>	<b>\$ (1,376,166)</b>	<b>\$ 2,423,137</b>	<b>\$ 20,526,303</b>	<b>\$ (3,799,303)</b>
50.02	Traffic signals and crossing protection	\$ 10,810,000	5,901,402	54.6%	\$ 4,908,598	\$ 596,634	\$ 6,498,036	\$ 4,311,964
50.05	Communications	\$ 4,210,000	7,627,654	181.2%	\$ (3,417,654)	\$ 800,613	\$ 8,428,267	\$ (4,218,267)
50.06	Fare collection system and equipment	\$ 1,707,000	4,574,110	268.0%	\$ (2,867,110)	\$ 1,025,890	\$ 5,600,000	\$ (3,893,000)
	Pending Change Orders					\$ 2,440,037	\$ 2,440,037	\$ (2,440,037)
	Risk					\$ 2,560,000	\$ 2,560,000	\$ (2,560,000)
	<b>Construction Subtotal (10-50)</b>	<b>93,771,000</b>	<b>70,449,198</b>	<b>75.1%</b>	<b>\$ 23,321,802</b>	<b>\$ 34,998,346</b>	<b>\$ 105,447,544</b>	<b>\$ (11,676,544)</b>
<b>60</b>	<b>ROW, LAND, EXISTING IMPROVEMENTS</b>	<b>\$ 6,532,000</b>	<b>\$ 6,006,388</b>	<b>92.0%</b>	<b>\$ 525,612</b>	<b>\$ 792,877</b>	<b>\$ 6,799,265</b>	<b>\$ (267,265)</b>
60.01	Purchase or lease of real estate	\$ 6,327,000	5,841,458	92.3%	\$ 485,542	\$ 752,807	\$ 6,594,265	\$ (267,265)
60.02	Relocation of existing households and businesses	\$ 205,000	164,930	80.5%	\$ 40,070	\$ 40,070	\$ 205,000	\$ -
<b>70</b>	<b>VEHICLES</b>	<b>\$ 16,628,000</b>	<b>\$ 14,800,861</b>	<b>89.0%</b>	<b>\$ 1,827,139</b>	<b>\$ 1,537,869</b>	<b>\$ 16,338,730</b>	<b>\$ 289,270</b>
70.04	Bus	\$ 15,448,000	14,800,861	95.8%	\$ 647,139	\$ 630,821	\$ 15,431,682	\$ 16,318
70.06	Non-revenue vehicles	\$ 250,000	-	0.0%	\$ 250,000	\$ -	\$ -	\$ 250,000
70.07	Spare parts	\$ 930,000	-	0.0%	\$ 930,000	\$ 907,048	\$ 907,048	\$ 22,952
<b>80</b>	<b>PROFESSIONAL SERVICES</b>	<b>56,702,000</b>	<b>49,921,171</b>	<b>88.0%</b>	<b>\$ 6,780,829</b>	<b>\$ 11,185,877</b>	<b>\$ 61,107,048</b>	<b>\$ (4,405,048)</b>
80.01	Preliminary Engineering	\$ 12,921,000	12,876,525	99.7%	\$ 44,475	\$ 17,502	\$ 12,894,027	\$ 26,973
80.02	Final Design	\$ 7,261,000	6,949,913	95.7%	\$ 311,087	\$ 192,209	\$ 7,142,122	\$ 118,878
80.03	Project Management for Design and Construction	\$ 15,997,000	10,685,349	66.8%	\$ 5,311,651	\$ 4,037,351	\$ 14,722,700	\$ 1,274,300
80.04	Construction Administration & Management	\$ 6,632,000	8,499,946	128.2%	\$ (1,867,946)	\$ 4,392,703	\$ 12,892,649	\$ (6,260,649)
80.05	Professional Liability and other Non-Construction Insurance	\$ 1,112,000	-	0.0%	\$ 1,112,000	\$ 500,000	\$ 500,000	\$ 612,000
80.06	Legal; Permits; Review Fees by other agencies, cities, etc.	\$ 10,596,000	10,909,438	103.0%	\$ (313,438)	\$ 1,321,112	\$ 12,230,550	\$ (1,634,550)
80.07	Surveys, Testing, Investigation, Inspection	\$ 1,463,000	-	0.0%	\$ 1,463,000	\$ 25,000	\$ 25,000	\$ 1,438,000
80.08	Start up	\$ 720,000	-	0.0%	\$ 720,000	\$ 700,000	\$ 700,000	\$ 20,000
	<b>Subtotal (10-80)</b>	<b>\$ 173,633,000</b>	<b>\$ 141,177,618</b>	<b>81.3%</b>	<b>\$ 32,455,382</b>	<b>\$ 48,514,969</b>	<b>\$ 189,692,587</b>	<b>\$ (16,059,587)</b>
<b>90</b>	<b>UNALLOCATED CONTINGENCY</b>	<b>18,073,000</b>	<b>-</b>	<b>0.0%</b>	<b>\$ 18,073,000</b>	<b>\$ 2,013,413</b>	<b>\$ 2,013,413</b>	<b>\$ 16,059,587</b>
	<b>Subtotal (10-90)</b>	<b>191,706,000</b>	<b>141,177,618</b>	<b>73.6%</b>	<b>\$ 50,528,382</b>	<b>\$ 50,528,382</b>	<b>\$ 191,706,000</b>	<b>\$ -</b>
<b>100</b>	<b>FINANCE CHARGES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>TOTAL PROJECT COST (10-100)</b>	<b>191,706,000</b>	<b>141,177,618</b>	<b>73.6%</b>	<b>\$ 50,528,382</b>	<b>\$ 50,528,382</b>	<b>\$ 191,706,000</b>	<b>\$ -</b>

**IPMO/sbX Project Cost Report**  
**Period Ended 11/30/13**

Description	Current Budget	Expenditures \$	%	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
BRT Construction	84,637,000	65,711,883	77.6%	18,925,117	23,433,848	89,145,731	(4,508,731)
Vehicle Maintenance Facility (VMF) Construction	8,131,000	3,758,379		4,372,621	11,437,319	15,195,698	(7,064,698)
Vehicles - Design & Manufacturing	16,628,000	14,800,861	89.0%	1,827,139	1,537,869	16,338,730	289,270
ROW Acquisition Services	10,357,000	10,940,793	105.6%	(583,793)	497,607	11,438,400	(1,081,400)
3rd Party Utilities Design & Relocation	1,003,000	978,937	97.6%	24,063	127,180	1,106,117	(103,117)
BRT Design	17,849,400	16,841,587	94.4%	1,007,813	9,495	16,851,082	998,318
VMF Design	1,007,600	1,203,325	119.4%	(195,725)	492,607	1,695,932	(688,332)
Other Professional, Technical & Management Services	34,020,000	26,941,853	79.2%	7,078,147	10,979,044	37,920,897	(3,900,897)
<b>SUB-TOTAL</b>	<b>173,633,000</b>	<b>141,177,618</b>		<b>32,455,382</b>	<b>48,514,969</b>	<b>189,692,587</b>	<b>(16,059,587)</b>
Unallocated Contingency	18,073,000	-		18,073,000	2,013,413	2,013,413	16,059,587
<b>TOTAL</b>	<b>191,706,000</b>	<b>141,177,618</b>	<b>73.6%</b>	<b>50,528,382</b>	<b>50,528,382</b>	<b>191,706,000</b>	<b>-</b>

ITEM #           E8          

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**FROM:** Andres Ramirez, Construction Manager

**SUBJECT:** **sbX E STREET CORRIDOR BRT PROJECT QUARTERLY REPORT –  
DECEMBER 2013**

**FORM MOTION**

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through December 2013.

**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 Quarterly Report through December 2013 for the sbX E Street Corridor Project.

**CONCLUSION**

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through December 2013.

PSG:AR

Attachment

## **sbX Project Quarterly Update – January 2014**

---

**For Period: October 2013 to December 2013**

### **Safety:**

As of December 31, 2013, the construction team has performed over 389,000 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 (12-31-2013): \$141,177,618  
Estimate-At-Completion: ~\$189,700,000

### **Schedule:**

60-Foot Articulated Buses: Received all 14 buses  
Revenue Operations Start: April 30, 2014

### **Corridor Construction:**

The construction of the last two (2) of twenty three (23) sbX stations is nearing completion. The construction activities at the Park-N-Ride facility in Loma Linda are complete. All utilities are relocated. Right of Way settlement negotiations are ongoing on four properties. The final cap at all roads is complete. Striping of the newly constructed street sections is 90% complete. Level 1 testing at stations has commenced.

### **Vehicle Maintenance Facility (VMF) Construction:**

The temporary fueling station has been turned over to the Agency and is in operation. The demolition activities at the existing fueling station are complete and the Underground Storage Tanks have been successfully removed. The construction activities pertaining to the Maintenance bays continue, while the battery room, tire rack, and the trash compactor are nearing completion. The demolition of the existing bus wash facility has commenced.

### **60-Foot Articulated Buses:**

All of the fourteen (14) 60-foot articulated buses have been received. Regular maintenance and factory designated replacement parts being installed. Testing of buses continues.

### **FTA Quarterly Review Meeting:**

A Quarterly Meeting was conducted on December 3, 2013 with no action items noted. The next quarterly meeting is scheduled on February 25, 2014.



ITEM #           E9          

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**FROM:** Donald Walker, Director of Finance

**SUBJECT: OMNITRANS' DIRECTOR OF FINANCE QUARTERLY REPORT –  
FORWARD FUEL PURCHASES THROUGH JANUARY 2014**

**FORM MOTION**

Receive and file Omnitrans' Director of Finance Quarterly Report on Forward Fuel Purchases for the period of July through January 2014.

**BACKGROUND**

This report is submitted in order to comply with the requirements of the Omnitrans Forward Fuel Purchase Policy and Procedure, which requires that Omnitrans submit, at a minimum, an update to the Board semi-annually. At the request of a Board Member, Omnitrans is reporting the status of the program on a quarterly basis.

This program was implemented on May 6, 2009, to increase the predictability of Omnitrans costs and reduce operational uncertainty in the event of dramatic fuel price increases in the open market.

A new hedge was established on January 17, 2012, fixing the price of 150,000 gallons of fuel per month for Omnitrans beginning in February 2012 and continuing through June 2014. The Board authorized the Agency to participate in the New York Mercantile Exchange (NYMEX) market through Morgan Stanley in order to lower the cost of the hedging transaction itself.

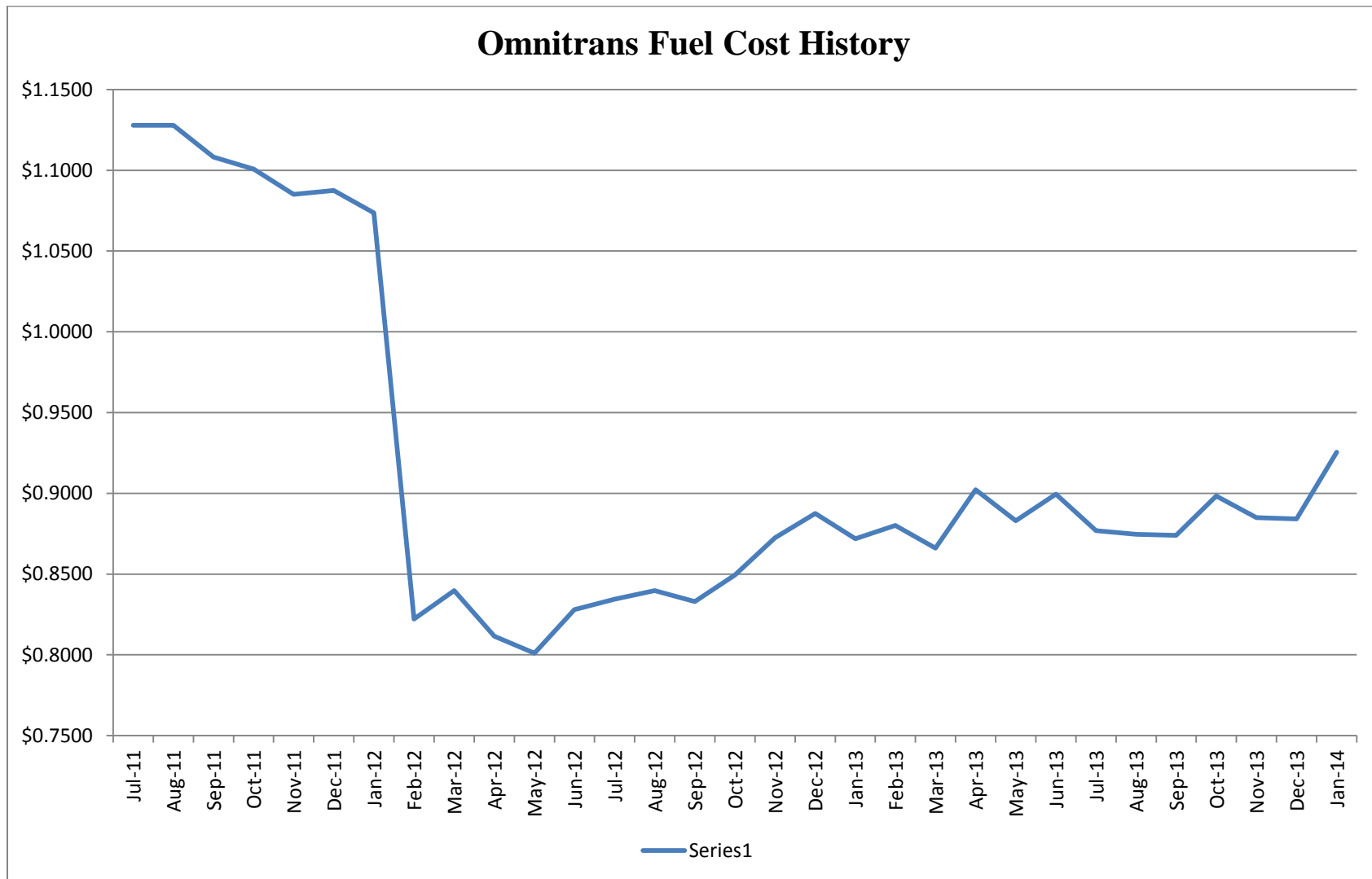
Under this hedge program, the hedge cost is averaged over the entire hedge period thereby fixing the per gallon fuel cost for 29 months. The prices were averaged over periods coinciding with the Agency's fiscal years. The principal objective for the hedge program is to better forecast future compressed natural gas (CNG) cost so the Agency can reduce budgetary uncertainty, volatility risk, and better allocate approved funding towards customer facing transit services.

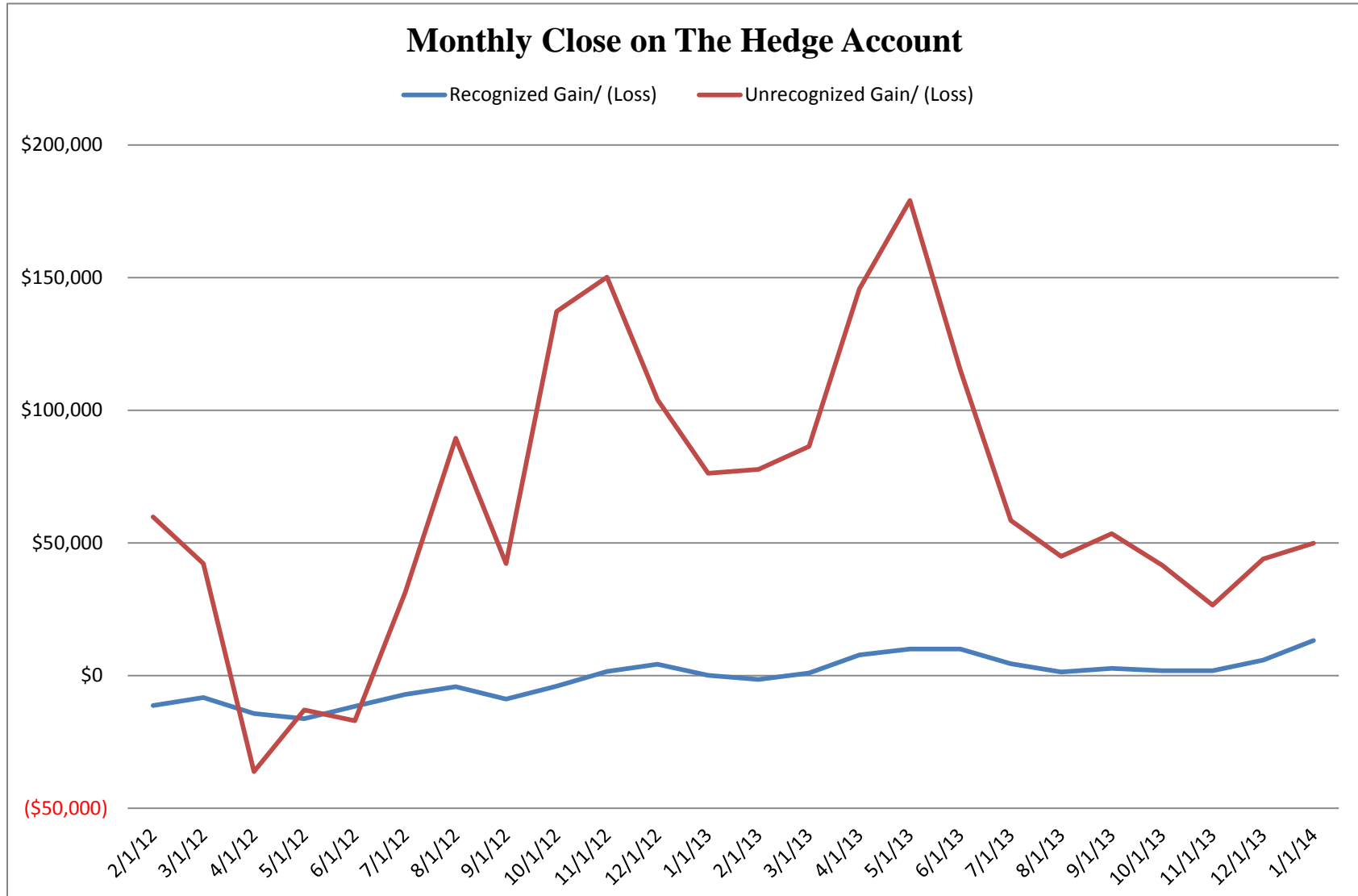
Fiscal year-to-date ending January 31, 2014 (July 2013 through January 2014), Omnitrans budget for CNG was \$2,011,418. Before recognizing the gain on the hedge transaction, CNG expenses through January 2014 total \$1,805,619. Including the gain of \$26,135 for the same period, the Agency has a favorable budget variance on CNG of \$231,934 or 88.5% of the budget.

During the last three months (November 2013 – January 2014), the price for natural gas averaged \$0.3229 per gallon. The hedged price used for approximately 45% of our CNG requirements is set at \$0.2768 through June 2014. Since the implementation of this new hedge program, the Agency has realized a loss of \$21,620 on settled hedge positions (February 2012 – January 2014). There is an unrealized gain of approximately \$49,900 on contracts that remain open (February 2014 through June 2014). If the market trend continues, Omnitrans is expected to realize a gain of \$28,280 for this 29 month hedge program.

Staff will make its recommendation to the Administrative and Finance Committee and to the Board of Directors on whether to extend or terminate the hedge program within the next three months.

PSG:dw





ITEM #           E10          

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**SUBJECT: KEY PERFORMANCE INDICATORS – FY 2014 2ND QUARTER REPORT**

**FORM MOTION**

Receive and file the Key Performance Indicators (KPIs) 2nd Quarter Report for Fiscal Year 2014.

**BACKGROUND**

The Key Performance Indicators were first presented to the Board of Directors during the performance evaluation of the former CEO/General Manager in early 2012, along with a commitment to present the report to the Board on a quarterly basis. The attached report provides the results for the second quarter of Fiscal Year 2014 (Oct 2013 – Dec 2013).

The Key Performance Indicators were developed by Omnitrans Senior Leadership Team and identify seven key areas that are managed by the Agency on a monthly basis. Each key indicator includes a goal, the strategy to achieve each goal, and the year-to-date results.

The Key Performance Indicators differ from the Management Plan in that the Management Plan focuses on the larger picture and identifies challenges that lie ahead over the next several years, while the KPIs more specifically tie in to the day-to-day management/operation of the Agency.

A few highlights for the 2nd fiscal quarter of 2014 include:

**Cost Effectiveness (KPI #1)**

Cost per Hour for Fixed Route and Access – YTD results in the cost per hour for fixed route and Access positive at below or near goal. The YTD cost per hour for fixed route is \$86.69 compared to the goal of \$90.00, and the YTD cost per hour for Access is \$70.91 vs. the goal of \$70.59.

**Service Performance (KPI #2)**

Ridership – Growth – Ridership for the quarter finished down at -3.30%. Productivity for Passengers Per Hour Access is at 2.71 for the quarter, just below the goal of 3. However, the Passengers Per Hour Fixed Route was 25.01 for the quarter, exceeding the goal of 23.

Complaints – Per 100,000 Boardings/Compliments – Fixed Route – Complaints for the quarter was 12.2 complaints compared to the goal of 10 and compliments came in favorably at 1.6 compared to the goal of 1.

Complaints Per 100,000 Boardings/Compliments – Demand Response – At the end of the quarter, complaints for the Demand Response Service came in at 15.7 compared to the goal of 15, and compliments at 0 vs. the goal of .5.

**Reliability (KPI #3)**

Mechanical/Mean Distance Between Failures (MDBF) – Quarter total results show the mean distance between failures at 5,957, which is under the goal of 6,500.

On-time Performance Fixed Route and Demand Performance – Fixed Route on time Performance was at 85.5 % and Demand Performance was at 89.5 % for the quarter compared to goals of 90% and 92-95% respectively.

**Budget (KPI #4)**

Operating Revenue – At the end of the current quarter, operating revenue received and recorded is at 99.7%, above the goal of 90%. Operating Expenses – Operating expenses recorded for the quarter are at 99.6%, above the goal of 90%.

**Safety & Security (KPI #5)**

Injuries – Employee – The quarter ended with 10 employee injuries reported. This is on track to be 56% below the target of only 85 injuries per year.

**Labor (KPI #6)**

Employee Absenteeism – Represented – The total for the quarter is 14,760 hours with the YTD numbers on course to beat the goal of 101,200 hours by 41%.

Turnover – The quarter ended with a 4% turnover rate for the year compared to the goal of <8% for the year.

**sbX E Street Corridor Project (KPI #7)**

The estimated cost at completion is projected to be around \$189.5 million, which is below the approved budget of \$191.7 million. The projected Revenue Start Date (RSD) is April 30, 2014.

PSG

Omnitrans Performance Indicators

Fiscal Year 2014 - As of December, 2013					
Key Performance Indicators	Goal	Strategy	2nd Qtr	YTD	Lead
<b>1. Cost Effectiveness</b>					
Cost per hour - Fixed Route	\$90.00	Efficient use of resources; All Directors to work with departments to ensure cost reductions/budget compliance with top performance	\$92.92	\$86.69	Donald Walker
Cost per hour - Access	\$70.59	Efficient use of resources; Operations to work with Contractor to ensure budget compliance with top performance	\$74.31	\$70.91	Donald Walker
Fare recovery ratio*	23%	Adhere to the operating budget- Build ridership on continuing service- post service adjustments	20.88%	22.27%	Donald Walker Anna Rahtz Wendy Williams
<b>2. Service Performance</b>					
Ridership - Growth	5.30%	Develop Marketing initiatives to attract new and retain existing riders	-3.30%	-2.90%	Wendy Williams
Productivity - Passengers Per Hour - Fixed Route	23	Focus service on most productive service offerings; eliminate unproductive service offerings Consistently assess routes, schedules, headways, etc.	25.01	24.75	Anna Rahtz
Productivity - Passengers Per Hour - Access	3	Monitor service delivery to find efficiencies, implement and expand on the trip repeater program	2.71	2.78	Diane Caldera
Complaints - Per 100,000 boardings Compliments-Fixed Route	10 complaints; (per month) 1 compliment; (per month)	Monitor customer feedback to target improvement efforts Continuous customer service training for Operators; Timely follow up and correction on complaints	12.2/1.6	11.78/2.32	Wendy Williams Diane Caldera
Complaints - Per 100,000 boardings Compliments-Demand Response	15 complaints: (per month) .5 compliment: (per month)	Monitor customer feedback to target contractor improvement efforts; Timely follow up and correction on complaints	15.7/0	14.4/0	Wendy Williams Diane Caldera
<b>3. Reliability</b>					
Mechanical/MDBF	6,500	Buses are well maintained, on schedule, fueled and cleaned; Operator training	5,957	5,560	Jack Dooley
Loss of Service - Operations	<500 hours per month (measured as monthly average)	Ensure full utilization of manpower options available in MOU to avoid loss of service. Implement improvement programs; Ensure operational procedures are implemented when excess of absences are experienced. Increase part-time recruitment.	64.9	95.05	Diane Caldera
Loss of Service - Maintenance	<35 hours per month	Continue using sources that support the preventive maintenance program, monitor conditions and adjust accordingly. Continue training programs that enhance skills of technicians in order to meet vehicle demands.	52.3	55.19	Jack Dooley
Equipment Availability	100%	Equipment is well maintained with parts available for repair; Operate the fleet with no more than 20% spares	97%	98%	Jack Dooley

Fiscal Year 2014 - As of December, 2013					
Key Performance Indicators	Goal	Strategy	2nd Qtr	YTD	Lead
On-time Performance- Fixed Route	90%	Constant assessment of routes and schedules; Operator training follow up; consistent application of MOU; Standard is zero minutes early departure and up to five minutes early on arrivals	85.50%	86.30%	Diane Caldera Anna Rahtz
On-time Performance- Demand Response	92% - 95% - per contract	Training Contractor Dispatchers to assess routes and schedules and be proactive; utilize software tools available for scheduling trips; Standard is zero minutes early and up to 30 minutes on pickup	89.50%	89.17%	Diane Caldera
Preventable accidents	< 1 per 100,000 miles	Operator training and retraining as necessary; increased use of video surveillance, well maintained equipment and personal accountability	0.94	0.89	Diane Caldera
4. Budget					
Operating Revenue	>95%	Ensure all Operating Revenues are recorded and received timely	99.70%	101.40%	Donald Walker
Operating Expenses	>90%	Ensure all Operating Expenses are appropriate and accurately recorded	99.60%	93.10%	Donald Walker
5. Safety & Security					
Injuries - Employee (Fiscal Year)	Reduction of 3-5% OSHA Recordable (84-86 Annually)	Human Resources/Safety Coordination Monthly Meetings, Injury Prevention Module in ATCR, Ergonomic assessments, Operations Quarterly Safety Outreach Campaign	10	14	Marjorie Ewing Ray Lopez
Losses/Claims - Passengers (FY)	80	Passenger education through bus books/on board signage; Operator training and follow up training as needed; ATAP Committee; Safety suggestions	19	41	Diane Caldera
6. Labor					
Passenger Trips/Employee (Annual)	21,870	Ops - Formula Driven; Maintenance - Based on efficiency. Consistently assess and adjust number of personnel/Train and manage workforce.	N/A	23,778	Anna Rahtz Alex Chen
Turnover	<10% exclusive of planned reductions	Continue with the Employer of Choice challenge and increase programs related to satisfaction and retention.	4.00%	7.27%	Marjorie Ewing
Operations Absenteeism - Represented	<101,200 hours	Reduce charged absences by 10% compared to previous year. Develop management strategies to decrease FMLA usage and industrial injury claims.	14,760	29,936	Diane Caldera
Training - Development (Annual)	5,000 hours	Identify training opportunities for all levels of management; from technical skills sets to strategic thinking. Create an environment that brings new ideas and solutions to everyday problems. Toastmasters, tuition reimbursement	1,772	2,692	Marjorie Ewing
ATU Represented (Annual)	4,400 hours	ATCR, safety, customer relations, equipment familiarization, relief dispatch, relief supervisor, leadership, coach operator instructor, Toastmasters, tuition reimbursement	4,333	7,483	Diane Caldera



Fiscal Year 2014 - As of December, 2013					
Key Performance Indicators	Goal	Strategy	2nd Qtr	YTD	Lead
7. sbX E Street Corridor Project					
60-foot Buses Receipt	Apr., 2013	Conduct Factory inspections & testing. Ensure compliance with FTA's Buy America requirements.	Jun-13		Jim Deskus
60-foot Bus Testing	Feb., 2014	Complete field testing	Mar-14		Jim Deskus
Revenue Operation Start	Apr. 30, 2014	Complete construction and commissioning	On Schedule		Jim Deskus
Cost - Complete Project within Approved Budget	\$191.7M	Follow plans and specifications, value engineering, negotiations, and monitor costs on monthly basis	189.5 Projected		Jim Deskus

ITEM # E11

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**SUBJECT: FY 2014 MANAGEMENT PLAN– 1<sup>st</sup> SEMIANNUAL REPORT**

**FORM MOTION**

Receive and file the FY 2014 Management Plan – 1<sup>st</sup> Semiannual Report.

**BACKGROUND**

The FY 2014 Management Plan (Management Element) was adopted by the Omnitrans Board of Directors in July 2013.

The Management Element contains 12 priority goals for FY 2014 and identifies cross-disciplinary teams of staff to lead the completion of each goal. Team leaders provide monthly updates to the Interim CEO/General Manager.

Notable milestones achieved in the first half of FY 2014 include the following:

- Submittal of draft sbX Operating & Management Plan to Federal Transit Administration (FTA);
- Approval and closeout of the Comprehensive Operational Analysis;
- Start of testing of sbX system components;
- Start of work on the Workforce Development Grant; and
- Start of work on the Short Range Transit Plan.

The attached report provides a summary of progress on each task for each of the 12 goals.

PSG: AR

Attachment

## Management Plan FY 2014 - Quarterly Progress Report



### GOAL 1: Complete the E Street sbX Construction & Grand Opening Plan

Complete construction of E Street sbX Corridor Bus Rapid Transit (BRT) Project as stipulated in Project Construction Grant Agreement (PCGA) of sbX BRT Service and hold Grand Opening to celebrate launch.

Complete the project within the approved budget of \$191.7M.

Ensure safety to achieve "zero loss time" injury accidents during construction.

#	Task	FY14 - 1st Qtr.			FY14 - 2nd Qtr.			FY14 - 3rd Qtr.			FY14 - 4th Qtr.			FY15 - 1st Qtr.			FY15 - 2nd Qtr.			FY15 - 3rd Qtr.		
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
1	Commence startup and commissioning activities on corridor in September 2013.																					
2	Start 60-Foot Articulated bus testing in September 2013.																					
3	Complete corridor construction by December 2013.																					
4	Commence startup and commissioning activities at Vehicle Maintenance Facility (VMF) before December 2013.																					
5	Complete VMF construction by December 2013.																					
6	Complete "Punch List" items on corridor, VMF, and buses by February 2014.																					
8	Start trial service operations no later than February 2014.																					
9	Construction approval by City of San Bernardino and City of Loma Linda no later than February 2014.																					
7	Start Revenue Operations no later than April 2014.																					

#### Note:

6: Estimated to be completed for corridor in April 2014, for VMF and buses in August 2014.

# Management Plan FY 2014 - Quarterly Progress Report



**GOAL 2: Operation, Management and Marketing (O&M) Plan of sbX Program**  
Develop and implement a comprehensive operations plan for the new E Street sbX program.  
5,600 sbX average weekday boardings.

5,600 sbX average weekday boardings.

#	Task	FY14 - 1st Qtr.				FY14 - 2nd Qtr.				FY14 - 3rd Qtr.				FY14 - 4th Qtr.				FY15 - 1st Qtr.				FY15 - 2nd Qtr.				FY15 - 3rd Qtr.			
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	F	M		
1	Letter of Agreement for sbX with Amalgamated Transit Union (ATU) Local #1704 or proceed with an alternative service plan not later than July 2013.																												
2	Submit Operations and Management Plan to Senior Leadership Team (SLT) with any proposed stakeholder MOU changes with completion no later than July 2013.																												
3	Develop validating solutions for daily Ticket Vending Machine (TVM) sales by credit card, debit card, and any other payment options, along with TVM operational and maintenance cost by July 2013.																												
4	Draft by August 2013.																												
5	Final plan by September 2013.																												
6	Start system integration training/testing by Omnitrans personnel no later than September 2013.																												
7	Complete "hand-off" between contractor and Omnitrans on infrastructure management including training, operations & training manual, drawings, warranties, etc. no later than December 2013.																												
8	Develop and implement a marketing plan for the launch of a revenue service to maximize community awareness and ridership.																												
9	Explore budgetary options with law enforcement and contract security to improve the overall safety and security of the sbX system. This hybrid approach includes both technology and personnel																												

**Notes:**  
1 and 9: In progress

# Management Plan FY 2014 - Quarterly Progress Report



## GOAL 3: Closeout the Comprehensive Operational Analysis (COA) and Develop Implementation Strategies

Closeout the Comprehensive Operational Analysis (COA) of Omnitrans conducted by SANBAG and the consultant team (AECOM) and develop implementation strategies for elements of the COA.

- Omnitrans will utilize the COA to prepare the Strategic Plan and Short Range Transit Plan as described in Goal 4.

1. Omnitrans will utilize the COA to prepare the Strategic Plan and Short Range Transit Plan as described in Goal 4.																													
#	Task	FY14 - 1st Qtr.				FY14 - 2nd Qtr.				FY14 - 3rd Qtr.				FY14 - 4th Qtr.				FY15 - 1st Qtr.				FY15 - 2nd Qtr.				FY15 - 3rd Qtr.			
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M							
1	Omnitrans and SANBAG will complete an evaluation of specific recommendations in the COA by July 2013.																												
2	SANBAG and Omnitrans Boards will receive COA and updated funding levels from SANBAG staff by August 2013.																												

### Notes:

The final financial plans developed from the COA were received by the SANBAG Board of Directors in November 2013 and by the Omnitrans Board of Directors in December 2013.



## Management Plan FY 2014 - Quarterly Progress Report



### GOAL 4: Prepare 2035 Strategic Plan and FY2015-2020 Short Range Transit Plan (SRTP)

Following the completed COA and direction from the Board of Directors, develop Omnitrans' 2035 Strategic Plan and FY 2015 – 2020 SRTP.

#	Task	FY14 - 1st Qtr.					FY14 - 2nd Qtr.					FY14 - 3rd Qtr.					FY14 - 4th Qtr.				
		J	A	S	O	N	D	J	F	M	A	M	J	F	M	A	M	J	F	M	A
1	Start the project by July 2013.																				
2	Completion of Omnitrans' Strategic Plan by December 2013.																				
3	Board approval of the 2035 Strategic Plan for bus services by December 2013.																				
4	Complete draft SRTP by December 2013.																				
5	Board approval of the FY2015-2020 SRTP by March 2014.																				

#### Notes:

2 and 3: Strategic Plan combined with SRTP development

## Management Plan FY 2014 - Quarterly Progress Report



### GOAL 5: Bus Arrival Prediction Information System Phase II: Install Information Displays at Major Transit Centers and Transfer Centers

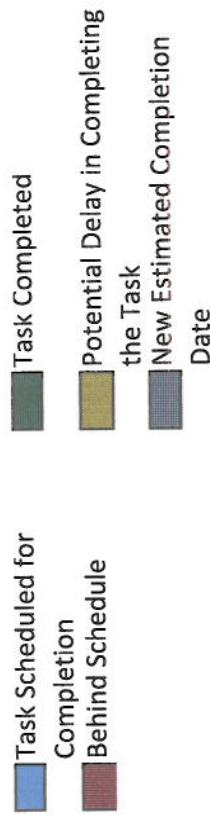
Highly accurate real-time bus arrival information display at key transit hubs.

#	Task	FY14 - 1st Qtr.				FY14 - 2nd Qtr.				FY14 - 3rd Qtr.				FY14 - 4th Qtr.				FY15 - 1st Qtr.			
		J	A	S		J	O	N	D	J	F	M		A	M	J		J	A	S	
1	Form project teams by July 2013.																				
2	Complete identification of existing blueprints by October 2013.																				
3	Complete the RFP creation by December 2013.																				
4	Award the contract by April 2014.																				
5	Implement NextTrip Signs at Major Transit Centers (Chino, Montclair, Chaffey, Fontana, and Yucaipa) by June 2014.																				
	Substantial completion of the construction and begin testing by August 2014.																				
	Close project by September 2014.																				

#### Notes:

Project is on hold. Project will utilize lessons learned from NextTrip signs being installed at sbX Stations as part of the sbX project.

## Management Plan FY 2014 - Quarterly Progress Report



### GOAL 6: Build a Stronger SANBAG-Omnitrans Partnership

Build a strong relationship and partnership between SANBAG and Omnitrans to enhance mobility in the San Bernardino Valley. Establish the Board recommended communication protocol of channeling key issues through the two Executive Directors. Communication and coordination strategy between SANBAG and Omnitrans, such as quarterly planning coordination meetings and active participation in project development teams.

Work with SANBAG to define and clarify roles of each agency to improve efficiency and quality of services offered.

Establish key performance indicators for interrelated transit projects and tasks undertaken by each party.

#	Task	FY14 - 1st Qtr.			FY14 - 2nd Qtr.			FY14 - 3rd Qtr.			FY14 - 4th Qtr.			FY15 - 1st Qtr.		
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
1	Continue Executive Directors' meetings.															
2	Facilitate a partnering session between key staff of SANBAG and Omnitrans															
3	Provide information to SANBAG and Omnitrans Boards of Directors on the statutory roles and mandates of both agencies and previous memoranda of understanding between the two agencies.															
4	Update the Memorandum of Understanding (MOU) between the two agencies clearly defining each agency's duties and expectations.															
5	Jointly and collaboratively plan and develop bus rapid transit (BRT) options as described in Goal 9: sbX BRT Program.															
6	Quarterly meetings to review progress.															

#### Notes:

- 1: Executive Directors' meetings have been highly productive in building a stronger relationship and enhanced coordination.
- 2: Will be scheduled when necessary. Omnitrans is participating in Transit Adhoc Review Committee with SANBAG to discuss partnering and sharing of resources as a cost saving measure.
- 3, 4: Discussion with SANBAG Executive Director confirmed no MOU existing defining statutory roles between agencies. Further discussion on this subject will take place to determine path forward.
- 6: Combined with Task #1 as it is a duplication of effort; Monthly meetings continue.



## Management Plan FY 2014 - Quarterly Progress Report



### GOAL 7: Create an Innovative Financing Strategy, Partnership, Policy and Structure

Develop an organizational structure, policies, and program of projects to foster public-private, and public-public partnerships to deliver projects, leverage technologies, generate revenue, or offset operating costs.

#	Task	FY14 - 1st Qtr.				FY14 - 2nd Qtr.				FY14 - 3rd Qtr.				FY14 - 4th Qtr.				FY15 - 1st Qtr.	
		J	A	S	O	N	D	J	F	M	A	M	J	A	J	J	A		
1	FTA approval of structure, policies, and program by October 2013.																		
2	Board approval of plan and program by January 2014.																		
2	Organizational structure and policy framework by July 2014.																		
4	Board approval of organizational structure, policies, and program by July 2014.																		

#### Notes:

Several initiatives are being pursued rather than developing a single program.

## Management Plan FY 2014 - Quarterly Progress Report

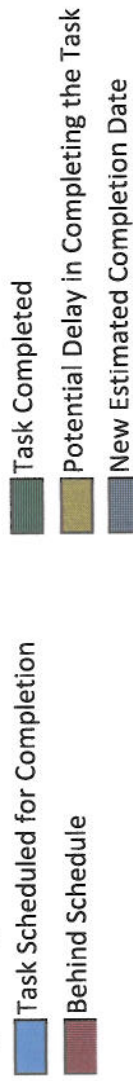


### Goal 8: 2020 Employee Development Program

Develop leaders, managers and employees capable of assuming key responsibilities when called to lead during an unexpected or a planned change in personnel.

#	Task	FY14 - 1st Qtr.				FY14 - 2nd Qtr.				FY14 - 3rd Qtr.				FY14 - 4th Qtr.				FY15 - 1st Qtr.			
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	J	A	S			
1	Continue to make Toastmasters available to all employees; continue to invite employees as guests																				
2	Identify potential participants of the program, including all existing employees and external agencies. Create Individual Development Plans by July 2013.																				
3	Utilize Workforce Development Grant to create a budget for developing skill base of applicants by July 2013.																				
4	Analyze and recommend revisions to Tuition Reimbursement Policy to the Administrative and Finance Committee by March 2014.																				
5	Utilize Employee Development Grant to create a budget for developing skill base of employees, by June 2014.																				
6	Nominate employees for Leadership APTA and other industry employee development programs.																				
7	Develop a template for presentations to showcase our best practices.																				
8	Complete applications for recognition awards.																				

## Management Plan FY 2014 - Quarterly Progress Report



## GOAL 9: Enhance the sbx Bus Rapid Transit (BRT) Program

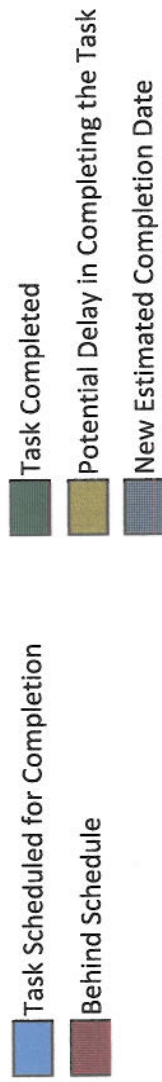
In partnership with other agencies and key stakeholders, work toward consensus on locally-preferred alternatives for the Holt Boulevard/Route 61 corridor and for other corridor studies currently underway that are led by partner agencies and municipalities.

[illegible]

**Note:** Task 1. b) not yet scheduled.



## Management Plan FY 2014 - Quarterly Progress Report



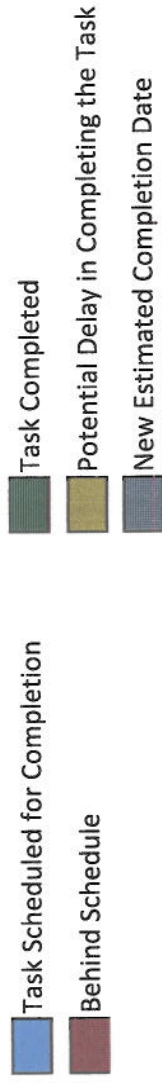
### GOAL 10: Explore Fare Collection Technologies to Meet Customer Needs, Reduce Dwell Time and Administrative and Maintenance Costs

Recommend a highly reliable fare collection system that improves operational efficiencies, increases customer satisfaction, and enables inter-agency transfers.

inter-agency transfers.

#	Task	FY14 - 1st Qtr.			FY14 - 2nd Qtr.			FY14 - 3rd Qtr.			FY14 - 4th Qtr.			FY15 - 1st Qtr.			FY15 - 2nd Qtr.			FY15 - 3rd Qtr.			FY15 - 4th Qtr.		
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
1	Form project teams by July 2013.																								
2	Complete the survey of fare collection solutions adopted by regional agencies by March 2014.																								
3	Complete the evaluation of fare collection technologies by July 2014.																								
4	Propose recommendations by September 2014.																								

## Management Plan FY 2014 - Quarterly Progress Report



### GOAL 11: Explore Intelligent Transportation Systems (ITS) solutions to manage operations

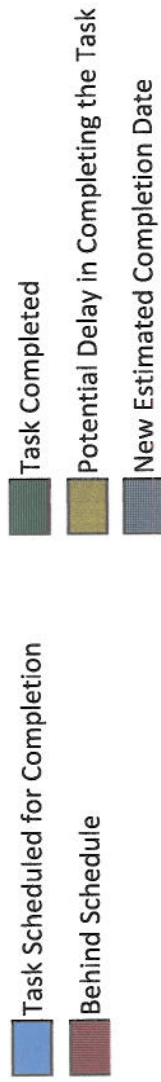
Identify current and emerging Intelligent Transportation Technologies opportunities that can improve the flow of the transit system and enhance the customer experience with a minimal capital investment.

#	Task	FY14 - 1st Qtr.				FY14 - 2nd Qtr.				FY14 - 3rd Qtr.				FY14 - 4th Qtr.				FY15 - 1st Qtr.				FY15 - 2nd Qtr.				FY15 - 3rd Qtr.				FY15 - 4th Qtr.								
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	
1	Establish project team.																																					
2	Identify technologies that would best benefit our customers.																																					
3	Analyze ITS options.																																					

#### Notes:

Project on hold

## Management Plan FY 2014 - Quarterly Progress Report



### GOAL 12: Explore Options for Future Governance Structure of Omnitrans

Identify alternative governance structures for Omnitrans that could improve the agency's ability to deliver a high-quality bus system for the San Bernardino Valley.

#	Task	FY14 - 1st Qtr.			FY14 - 2nd Qtr.			FY14 - 3rd Qtr.			FY14 - 4th Qtr.			FY15 - 1st Qtr.			FY15 - 2nd Qtr.			FY15 - 3rd Qtr.			FY15 - 4th Qtr.		
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
1	Form a Board Ad-hoc committee.																								
2	Develop the framework and principles approaching this task.																								
3	An Omnitrans policy on a proposed transit authority structure, with action items to pursue, by June 2014.																								

#### Notes:

1: Not yet scheduled, to be discussed within OmniConnects Short Range Transit Plan process.

ITEM # E12

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**FROM:** Anna Rahtz, Acting Director of Planning and Development Services

**SUBJECT:** **SAN BERNARDINO TRANSIT CENTER PROPERTY EXCHANGE TO  
RESULT IN PROPERTY LINE ADJUSTMENT**

**FORM MOTION**

Authorize the Interim CEO/General Manager to execute a property exchange between Omnitrans and SANBAG to effectuate a property line adjustment for the benefit of the San Bernardino Transit Center bus facility and the Downtown San Bernardino Passenger Rail Project (DSBPRP):

1. Deed real property to SANBAG being a portion of Lot 1, Block 11 of Map of Rancho San Bernardino, in the City of San Bernardino.
2. Deed real property to SANBAG being a portion of Parcel 1 of Parcel Map No. 1266, in the City of San Bernardino.
3. Accept real property from SANBAG being a portion of Lot 1, Block 11 of Map of Rancho San Bernardino, in the City of San Bernardino.

*This item was reviewed and approved by Omnitrans' legal counsel. This item was reviewed and recommended for approval by the Administrative & Finance Committee at its January 13, 2014 meeting.*

**BACKGROUND**

In 2008, Omnitrans purchased approximately four (4) acres of property at the southwest corner of E Street and Rialto Avenue in San Bernardino, California (Lot 1, Block 11 and Parcel 1 of Parcel Map No. 1266). This property will be used for a 22-bay bus transfer facility as part of the San Bernardino Transit Center project.

The southerly property line borders the railroad tracks owned by the San Bernardino Associated Governments (SANBAG), which will be used for SANBAG's Downtown San Bernardino Passenger Rail Project (DSBPRP). The new Metrolink rail platform (part of the DSBPRP) will be immediately adjacent to Omnitrans' bus facility.

A 15' wide strip along the southerly property line of Omnitrans' property is needed by SANBAG for the DSBPRP. A portion of SANBAG's property is needed by Omnitrans for the bus facility at the San Bernardino Transit Center. The properties are detailed in the table below and in the attached exhibits.

<b>Property Owner</b>	<b>Appraised Value</b>	<b>Land Area</b>	<b>Parcel Name(s)</b>
Omnitrans	\$71,600	7,954 sf	A portion of APN: 0136-021-25 (Lot 1, Block 11), and A portion of APN: 0136-021-23 (Parcel 1 of Parcel Map No. 1266)
SANBAG	\$81,900	7,449 sf	A Portion of APN: 0136-021-12/27 (Lot 1, Block 11)

Appraisals and review appraisals for both portions of property were completed in October 2013 and reviewed by the Federal Transit Administration. The Federal Transit Administration has granted approval to move forward with the property exchange.

SANBAG staff will request approval from the SANBAG Board of Directors at its February 5, 2014 meeting for the proposed property exchange in order to effectuate a property line adjustment. The item was recommended for approval by SANBAG's Commuter Rail and Transit Committee at its January 16, 2014 meeting.

Because the property line adjustment adds value to both agencies' properties and both agencies' projects, there will be no payment of funds to account for the difference in value (shown in the table above) between the two portions of property being exchanged. FTA's review of the proposed transaction found that: "...the exchange of the two parcels is in the best interest of both Transit Agencies and concurs in the exchange."

## **CONCLUSION**

The proposed property exchange will benefit both agencies by allowing the property lines to be adjusted in order to align with the boundaries of the San Bernardino Transit Center bus facility (owned by Omnitrans) and the Downtown San Bernardino Passenger Rail Project (owned by SANBAG).

PSG:AR



## Exhibit A

San Bernardino Transit Center  
Project bus facility site, owned by  
Omnitrans

7,449 square feet of property to be  
transferred from SANBAG to  
Omnitrans for San Bernardino Transit  
Center bus facility project (shown in  
Exhibit D)



7,970 square feet of property to be  
transferred from Omnitrans to  
SANBAG for DSBPRP (shown in  
Exhibits B and C)

Part of DSBPRP project site, owned by  
SANBAG

**Exhibit B**

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Omnitrans, a Joint Powers Authority ("Grantor") does hereby GRANT to San Bernardino Associated Governments acting as the San Bernardino County Transportation Commission ("Grantee") the real property located in the City of San Bernardino, County of San Bernardino, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: \_\_\_\_\_

**GRANTOR:**

**NOTARY ACKNOWLEDGMENT**

(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 201\_ before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

**NOTARY ACKNOWLEDGMENT**

(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 201\_ before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

---

Signature of Notary Public

#### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Grant Deed dated \_\_\_\_\_, 201\_, from Omnitrans, a Joint Powers Authority (GRANTOR) to the undersigned San Bernardino Associated Governments (SANBAG) acting as the San Bernardino County Transportation Commission (GRANTEE), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer(s) on behalf of SANBAG pursuant to authority conferred by the SANBAG Board of Directors Agenda Item \_\_\_, adopted on \_\_\_\_\_, 201\_, and GRANTEE consents to recordation thereof by its duly authorized officer.

Description/identification of real property: A Portion of APN: 0136-021-25, San Bernardino, CA 92401

Dated:

By:

Name:

Title:

State of California

County of San Bernardino

On \_\_\_\_\_, 201\_, before me,

Date \_\_\_\_\_ Here Insert Name and Title of the Officer

personally appeared

Name(s) of Signer(s) \_\_\_\_\_

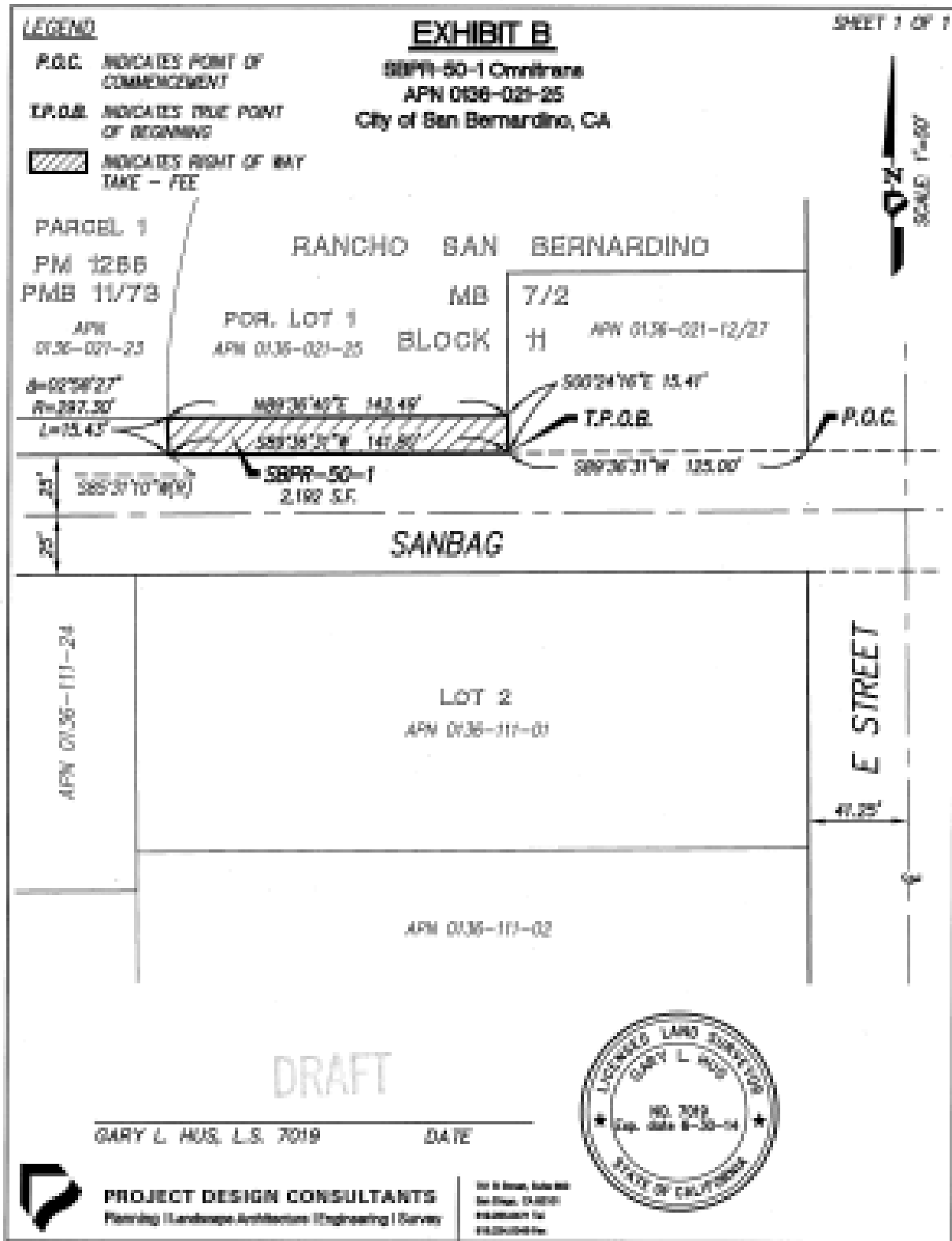
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)



**Exhibit C**

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Omnitrans, a Joint Powers Authority (“Grantor”) does hereby GRANTS to San Bernardino Associated Governments acting as the San Bernardino County Transportation Commission ("Grantee") the real property located in the City of San Bernardino, County of San Bernardino, State of California, more particularly described in the legal description attached hereto as Exhibit “A” and depicted or illustrated on the map attached hereto as Exhibit “B”; both of such attachments / exhibits are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: \_\_\_\_\_

GRANTOR:

**NOTARY ACKNOWLEDGMENT**

(California All-Purpose Acknowledgment)

**STATE OF CALIFORNIA**

**COUNTY OF \_\_\_\_\_ )**

On \_\_\_\_\_, 201\_ before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

**NOTARY ACKNOWLEDGMENT**

(California All-Purpose Acknowledgment)

**STATE OF CALIFORNIA**

**COUNTY OF \_\_\_\_\_ )**

On \_\_\_\_\_, 201\_ before me, \_\_\_\_\_, notary public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

#### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Grant Deed dated  
\_\_\_\_\_, 201\_, from Omnitrans, a Joint Powers Authority (GRANTOR) to the  
undersigned San Bernardino Associated Governments (SANBAG) acting as the San Bernardino  
County Transportation Commission (GRANTEE), the provisions of which instrument are  
incorporated by this reference as though fully set forth in this certificate, is hereby accepted by  
the undersigned officer(s) on behalf of SANBAG pursuant to authority conferred by the  
SANBAG Board of Directors Agenda Item \_\_\_, adopted on \_\_\_\_\_, 201\_, and  
GRANTEE consents to recordation thereof by its duly authorized officer.

Description/identification of real property: A Portion of APN: 0136-021-23, San Bernardino, CA  
92401

Dated:

By:

Name:

Title:

State of California

County of San Bernardino

On \_\_\_\_\_, 201\_, before me,

Date Here Insert Name and Title of the Officer

personally appeared

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

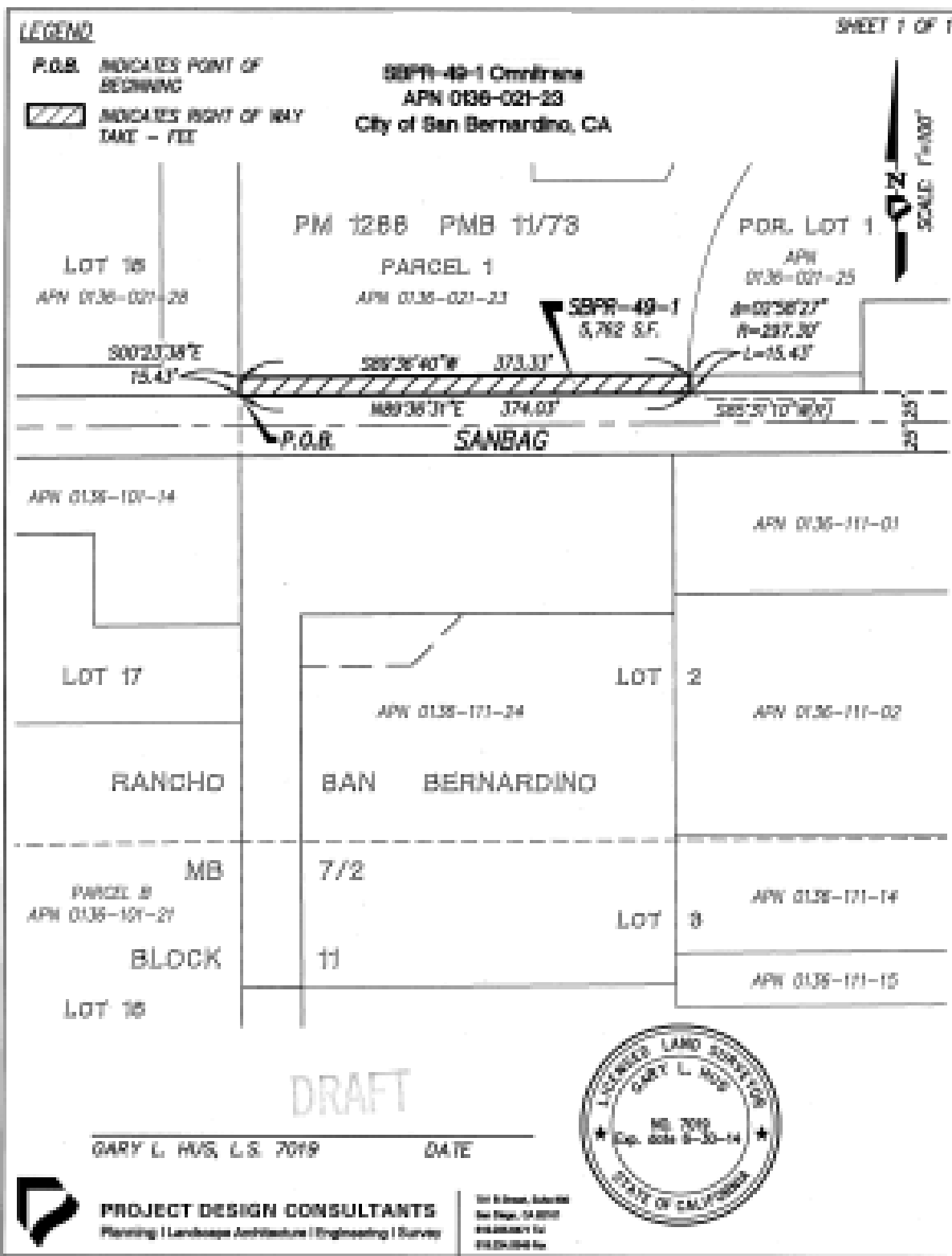
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)





**Exhibit D**

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, San Bernardino Associated Governments, a county transportation commission and local transportation authority organized under the authority of Sections 130050 et seq. and 180050 of the California Public Utilities Code ("Grantor") does hereby GRANTS to Omnitrans, a Joint Powers Authority ("Grantee") the real property located in the City of San Bernardino, County of San Bernardino, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: \_\_\_\_\_

GRANTOR:

**NOTARY ACKNOWLEDGMENT**

(California All-Purpose Acknowledgment)

**STATE OF CALIFORNIA**

**COUNTY OF \_\_\_\_\_ )**

On \_\_\_\_\_, 201\_ before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

**NOTARY ACKNOWLEDGMENT**

(California All-Purpose Acknowledgment)

**STATE OF CALIFORNIA**

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 201\_ before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

#### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Grant Deed dated \_\_\_\_\_, 201\_, from San Bernardino Associated Governments, a county transportation commission and local transportation authority organized under the authority of Sections 130050 et seq. and 180050 of the California Public Utilities Code (GRANTOR) to the undersigned Omnitrans, a Joint Powers Authority (GRANTEE), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer(s) on behalf of Omnitrans pursuant to authority conferred by the Omnitrans Board of Directors Agenda Item \_\_\_, adopted on \_\_\_\_\_, 201\_, and GRANTEE consents to recordation thereof by its duly authorized officer.

Description/identification of real property: A Portion of APN: 0136-021-12/27, San Bernardino, CA 92401

Dated:

By:

Name:

Title:

State of California

County of San Bernardino

On \_\_\_\_\_, 201\_, before me,

Date

Here Insert Name and Title of the Officer

personally appeared

Name(s) of Signer(s)

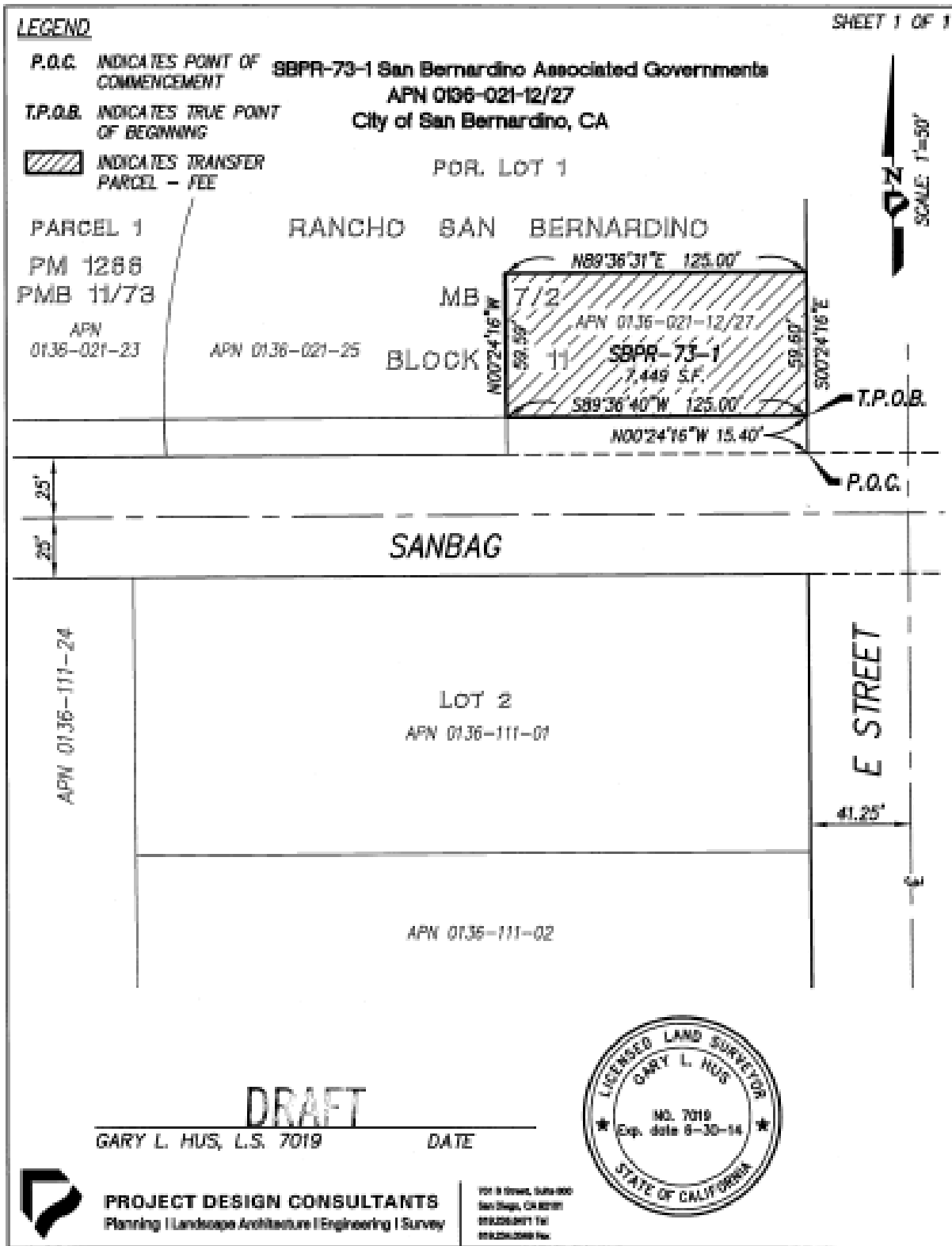
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)



ITEM # E13

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: AUTHORIZE AWARD - CONTRACT OPS14-98  
HAND HELD RADIOS**

### **FORM MOTION**

Authorize the Interim CEO/General Manager to award Contract OPS14-98 to Commline, Inc., of Culver City, CA, for the provision of forty-five Hand Held Radios including five years warranty/maintenance services beginning February 20, 2014 and ending no later than May 19, 2019, in the amount of \$53,364, including sales tax, plus a ten percent contingency of \$5,336, for a not-to exceed amount of \$58,700.

### **BACKGROUND**

Omnitrans utilizes hand held radios as part of its communication system which allows Field Supervisors to communicate with each other, Dispatch and Maintenance. It is required that the coach operators have the ability to communicate for the safety and security of the operators, passengers and coaches. When the onboard communication system is down or fails, hand held radios are provided to the operators to satisfy the requirement.

The current hand held radios are eight (8) years old, obsolete, and parts are not available for repair. When the radios are worn, battery life decreases and reception is poor to non-existent in some areas. Upgrading these radios will provide a more efficient, reliable and compatible communication system.

On November 22, 2013, staff released Request for Quotes RFQ-OPS14-98 for the provision of hand held radios and accessories. The solicitation was posted on Omnitrans' online bidding system.

Two bids were received electronically prior to the December 17, 2013, deadline and both were deemed responsive.

Listed below are the bid prices:

<b>Company</b>	<b>Bid*</b>
Commline	\$49,880.00
Power Plus	\$68,807.65

*\*Does not include sales tax*

Award is recommended to the lowest responsive and responsible bidder. Price is deemed fair and reasonable as the bid is \$36,028 less than the Independent Cost Estimate of \$85,908.

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

### **FUNDING SOURCE**

The cost associated with this procurement is budgeted in Omnitrans' Capital Program as follows:

<b>FUNDING</b>	<b>GRANT</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
Prop 1B	6161-0002	FY09	Hand Held Radios	K091B102P	\$58,700

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

### **CONCLUSION**

Approving award of this contract to equip staff with new hand held radios promotes the safety and security of staff.

PSG:JMS:CV



## CONTRACT AGREEMENT

between

Commline, Inc.  
5563 Sepulveda Blvd, Suite D  
Culver City CA 90230

(hereinafter "CONTRACTOR")

Telephone: 818-335-4921  
Email: jayson.aquino@commlineinc.com

And

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

### CONTRACT DOCUMENTS

**CONTRACT NO. OPS14-98**

### Hand-Held Radios

Contract Amount: \$53,364

### Omnitrans Project Manager:

Name: Joseph Tibiita  
Title: Application Specialist  
Telephone: (909) 379-7249  
Email: [jospeh.tibiita@omnitrans.org](mailto:jospeh.tibiita@omnitrans.org)

### Contract Administrator:

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





## TABLE OF CONTENTS

1.	SCOPE OF WORK.....	4
2.	PERIOD OF PERFORMANCE .....	4
3.	COMPENSATION.....	5
4.	INVOICING AND PAYMENT.....	5
5.	AUDIT AND INSPECTION OF RECORDS.....	6
6.	NOTIFICATION .....	6
7.	OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES.....	7
8.	DISPUTE RESOLUTION.....	8
9.	TERMINATION FOR CONVENIENCE .....	9
10.	TERMINATION FOR BREACH OF AGREEMENT .....	9
11.	ASSIGNMENT.....	10
12.	SUBCONTRACTING.....	10
13.	INDEPENDENT CONTRACTOR.....	10
14.	INSURANCE .....	11
15.	INDEMNITY.....	11
16.	REVISIONS IN SCOPE OF WORK.....	12
17.	RIGHTS IN TECHNICAL DATA .....	12
18.	OWNERSHIP OF REPORTS AND DOCUMENTS.....	12
19.	OWNERSHIP RIGHTS.....	12
20.	WORK FOR HIRE .....	13
21.	SUBMITTAL OF CLAIMS BY CONTRACTOR.....	13

22.	EQUAL OPPORTUNITY.....	14
24.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES .....	14
25.	DISQUALIFYING POLITICAL CONTRIBUTIONS .....	15
26.	COMPLIANCE WITH LAW .....	15
27.	COMPLIANCE WITH LOBBYING POLICIES.....	15
28.	PUBLIC RECORDS ACT.....	15
29.	WAIVER/INVALIDITY .....	16
30.	FORCE MAJEURE.....	16
31.	CONFIDENTIALITY .....	16
32.	CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC .....	17
33.	GOVERNING LAW .....	17
34.	MODIFICATIONS TO AGREEMENT .....	17
34.	DISPUTE RESOLUTION.....	17
35.	LICENSING, PERMITS AND INSPECTION COSTS.....	18
36.	PRECEDENCE .....	18
37.	ENTIRE AGREEMENT .....	19

#### ATTACHMENT A – SCOPE OF WORK

This Agreement is made and entered into as of this ..... day of ....., 2014 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Compline, Inc. (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

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

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

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

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

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

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through ....., unless terminated as specified in Section 8 and 9 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.

### 3. 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 fixed rates below, and subject to the maximum cumulative payment obligation:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>	
Hand Held Radio	45	\$ 625.00	\$ 28,125.00	*
Rechargeable Battery	90	\$ 58.00	\$ 5,220.00	*
Single Unit Desk Charger	32	\$ 55.00	\$ 1,760.00	*
Gang Chargers, 6 position	5	\$ 408.00	\$ 2,040.00	*
Leather carrying case with cover	45	\$ 48.00	\$ 2,160.00	*
Extended Microphone	45	\$ 65.00	\$ 2,925.00	*
Flexible Stubby Rubber Antenna	45	Included	\$0.00	
Programming radios with ID	45	Included	\$0.00	
2-year warranty	45	Included	\$0.00	
3-year extended warranty	45	\$ 50.00	\$ 2,250.00	
5-year maintenance/service	45	\$ 120.00	\$ 5,400.00	
	Subtotal		\$ 49,880.00	
* CA Sales Tax 8.25%			\$ 3,484.00	
	Total		<u>\$53,364.00</u>	

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Fifty Three Thousand Three Hundred and Sixty-Four Dollars (\$53,364), 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.

### 4. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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.

## **5. 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.

## **6. 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  
Phone: 909-379-7122  
Email: [christine.vanmatre@omnitrans.org](mailto:christine.vanmatre@omnitrans.org)

To CONTRACTOR:

Commline, Inc.  
5563 Sepulveda Blvd, Suite D  
Culver City, CA 90230  
Attn: Jayson Aquino,  
Account Representative  
Phone: 818-335-4921  
Email: [jayson.aquino@commlineinc.com](mailto:jayson.aquino@commlineinc.com)

## **7. 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: Joseph Tibiita

- 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>
Abraham Torres, Service Manager	Installation and implementation
Phone: 310-390-8003	Email: abraham.torres@commlineinc.com

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.

## **8. 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.

## **9. 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.

## **10. 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 26, 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 8, 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.

## **11. 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.

## **12. SUBCONTRACTING**

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

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

## **13. 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.

## 14. INSURANCE

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*
- D. **Employers Liability** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate; *Endorsement naming Omnitrans as additional insured.*
- E. **Environmental Liability:** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate; *Endorsement naming Omnitrans as additional insured.*
- F. All drivers making deliveries of products specified on this RFQ shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

Additional Insured:

Omnitrans, its officers, officials, employees, agents, and volunteers.

## 15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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).

## **26. COMPLIANCE WITH LAW**

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

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

### **32. 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.

### **33. 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.

### **34. 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.

### **34. DISPUTE RESOLUTION**

- A. Any disputes between Contractor and Omnitrans relating to the implementation or administration of the Contract shall be resolved in accordance with this section.
  - 1) The parties shall first attempt to resolve the dispute informally in meetings or communications between Contractor and Omnitrans.
  - 2) If the dispute remains unresolved fifteen (15) days after it first arises, Contractor 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 Contractor.

- 3) 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.
- 4) Pending final resolution of a dispute under this section, Contractor shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

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

- A. The FIRM 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. FIRM further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. FIRM 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.

### **36. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including Attachment A, Scope of Work, (2) provisions of RFQ-OPS14-98 and (3) CONTRACTOR's bid dated December 16, 2013.

### 37. 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

COMMLINE, INC.

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

\_\_\_\_\_  
James Jun  
CEO

\_\_\_\_\_  
DATE

Federal Tax I.D. No. 95-4788314

DP\_\_\_\_

CM\_\_\_\_

## **ATTACHMENT A – SCOPE OF WORK/TECHNICAL SPECIFICATION**

### **OPS14-98 HAND-HELD RADIOS**

#### **A. INTRODUCTION AND OVERVIEW**

##### **1. Introduction:**

- a. Contractor shall supply 45 two-way Hand- Held radios and accessories as described herein.
- b. Contractor shall provide an extended warranty of three (3) years beyond the Manufacturer's warranty, and a five (5) year service agreement.

##### **2. Project Overview:**

- a. Contractor shall provide two-way hand-held radios (HHR) two-way to replace the current radios, Motorola© HT 1250 450 MHz 4-watts, which are no longer in production.
- b. The HHR will be used for two-way communication between HHR and HHR, and also for two-way communication between Motorola Command Star Dispatch Consoles. Coverage of the HHR shall be defined as the area whereby communication on a 12 dB SINAD (signal plus noise plus distortion to noise plus distortion ratio) basis is available in a minimum of 95% of the locations in Omnitrans' service area on a small sector area ½ mile by ½ mile.
- c. The HHR will be used by the Field Supervisors in the Dual-Tone-Multi-Frequency-Signaling (DTMF) mode to directly call and communicate with the agency buses which have Motorola MCS2000 model radios.
- d. The HHR system shall have the ability to operate and integrate with the Agency's communications software, Transit-Master©, a product of the TrapezITs group. This integration function facilitates the collection of information from functions of the HHR, which are identified with a unique identification number (ID) assigned and programmed in each HHR.
- e. The HHR shall have the capability to send out an emergency signal that is audibly detected on the dispatch consoles and will be detected by other HHR sharing the same communication channel. The configured ID of the HHR will be displayed on the receiver radio or console.
- f. Each HHR shall come with a rechargeable battery and one spare battery. The battery shall have the capacity to sustain operations for a minimum of eight (8) hours with a duty cycle of 5% transmit, 5% receive and 90% standby. The battery shall be capable of being charged while either attached or detached from the radio HHR unit. The battery shall accept a full charge after complete discharge within three (3) hours.
- g. Each HHR will come complete with a leather carrying case and cover. The HHR unit antenna shall be a flexible rubber coated whip-type antenna of the short-stub variety.

- h. The HHR shall be capable of operating on a minimum of 8 channels. The HHR shall be tone-coded squelch equipped. Both the transmitter and receiver shall operate from the same self-contained battery power source and be of the size and construction to permit one-handed operation. Controls shall be mounted to the unit for easy access. They shall include a volume control, a monitor switch, and a frequency select control. A transmit "Push-to-talk" (PTT) switch shall be provided on the side of the unit. Each unit shall have universal capability with a remote speaker and microphone with a coiled cord.
- i. Omnitrans will supply an Automatic Number Identification (ANI) that will be programmed in each HHR. The ANI shall be transmitted each time the PTT button is activated. The ANI will be displayed on the dispatch console and logged with a time stamp in the daily Log file.
- j. The HHR shall be equipped with a DTMF (Dual-tone Multi Frequency Signaling) keypad, which shall allow the user to initiate voice call to individual revenue vehicles by vehicle number, or a group call, without the assistance of the Dispatcher.
- k. The Contractor shall supply 32 HHR single-unit battery chargers; 5 Gang Chargers with a minimum of 6 positions.

## **B. WARRANTY**

### **1. General**

- a. The warranty period for all the HHRs shall run for two (2) years from the date of Acceptance.
- b. The Contractor shall warrant that the HHRs satisfy the foregoing requirements in all material respects and will be fit for such intended uses.
- c. The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and any related software, and provide with all information necessary to maintain the HHR.
- d. If there is a change in the production configuration of the HHR or software being installed prior to HHR final acceptance, Omnitrans requires that all previously supplied HHRs and related equipment-software be upgraded to match the updated configuration.
- e. The Contractor shall warrant compliance with all applicable laws and regulations relating to the use of HHR.
- f. 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.

- g. During the warranty period, the Contractor shall, at no cost to Omnitrans, furnish such materials, labor, equipment, equipment-software, documentation, services and incidentals as are necessary to maintain the HHR in accordance with the warranty.
- h. The Contractor shall provide any equipment-software upgrades, fixes, updates, or version changes at no cost to Omnitrans during the warranty period.
- i. 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.
- j. The Contractor shall provide a single point of contact for all warranty administration during the warranty period.
- k. The Contractor shall warrant to Omnitrans that Omnitrans shall acquire permanent title to all HHR and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.
- l. 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 include in the Contract Price.

## **2. Service and Support**

Contractor shall provide maintenance services to commence beginning the date of acceptance.

- a. The service and support shall consist of both routine and on-call service work on the HHRs.
  - 1) Routine
    - a) Contractor shall provide preventive maintenance inspections twice a year.
    - b) The inspections and any related maintenance services shall be performed by a certified radio system technician.
  - 2) Service On Demand

- a) Contractor shall provide a problem notification system for the receipt of maintenance service requests. At a minimum, the problem notification system shall be a contact telephone number providing a single point of contact and shall be accessible Monday through Friday between the hours 9:00 a.m. and 5:00 p.m. (Pacific Standard Time).
  - b) 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.
  - c) The total response period, commencing with Contractor's acknowledgement that a service request has been received and terminating with the completion of the maintenance service requirement, shall not exceed forty-eight (48) hours.
  - d) During the response period, Contractor shall provide both remote and/or onsite diagnostics and support, as required by the nature of the request and deemed necessary to meet the response period requirement.
- b. The bid shall include a list of the sub-contracted support firms, their support responsibilities and the response arrangements.
  - c. 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 shall 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.

### **3. Repair or Replacement of Faulty Components**

- a. 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 one week of originally receiving it.
- b. All components repaired or replaced in the last year of warranty shall carry an additional one year warranty.
- c. If the Contractor determines that a returned component is not faulty, Omnitrans shall receive the original component back in working order within two business days of the Contractor originally receiving the returned component.

- d. All components received back from the Contractor will be tested in accordance with an Acceptance Test Procedure defined by the Contractor and agreed on by Omnitrans. If the returned parts are found faulty upon return, Omnitrans will return the faulty items to Contractor for repair.
- e. The Contractor shall pay all shipping charges to and from, and any duties associated with the repair or replacement of faulty units.

#### **4. System-wide Replacement**

- a. If at least 25% of HHRs require repair or replacement within the warranty period, the HHRs shall be deemed to warrant all supplied HHRs replacement.
- b. Replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.
- c. If the replacement activity extends beyond the end of the warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

### **C. SPECIFICATIONS**

#### **1. Hand-Held Radios**

Two way communication
Minimum of 8 Channels
Analog and/or Digital priority
Analog and/or Digital Channel Scanning
Alphanumeric Display
Submersible (IP57)
Integrated GPS Module
DTMF Encode
Temperature range of operation -30° C to + 60°C

## 2. Transmitter

Power Output	3 Watts
Frequency Stability	± 1.5 PPM
FM Noise (EIA)	40 dB
Spurious & Harmonics (EIA)	-65 dB
Audio Distortion	<5%
Frequency Switching	Full Band

## 3. Receiver

Sensitivity (12dB)	. 3 μv
Selectivity (EIA)	-70dB
Intermodulation (EIA)	-65dB
Frequency Stability	± 1.5 PPM
Spurious & Image Rejection (EIA)	-70 dB
Audio Output	500 mw
Channel Spacing	12.5 KHz
Frequency Switching	Full Band

## D. DELIVERY

1. The Contractor shall package the product in such a manner as to prevent damage during shipment, receiving and storage. The Contractor shall also ensure that shipped product is not damaged. Any damaged product discovered upon receipt at FOB destination point will be returned for credit or replacement at no cost to Omnitrans.
2. The HHRs shall be delivered in a ready-to-use condition, with the ANI configured and tested on the Omnitrans communication radio channels.
3. The agreed upon delivery date will be within thirty (30) days of receipt of Omnitrans purchase order.
4. A packing slip (with related P.O. number) shall accompany all deliveries.
5. Deliveries shall be made to Omnitrans prepaid F.O.B. destination.
6. Delivery Location:

1700 West 5<sup>th</sup> St.  
San Bernardino, CA 92411

\*End Scope of Work\*



ITEM # E14

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: AUTHORIZE AWARD - PURCHASE ORDER MNT14-106  
WIRELESS MOBILE COLUMN LIFTS**

**FORM MOTION**

Authorize the Interim CEO/General Manager to issue a Purchase Order to Southwest Lift & Equipment, Inc., of Running Springs, CA, for the one-time purchase of ten Wireless Mobile Column Lifts in the amount of \$87,235.35, including sales tax and delivery, plus a 3.27% Cost Allocation Plan (CAP) of \$2,852.60, for a not-to-exceed amount of \$90,087.95.

**BACKGROUND**

On December 4, 2013, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB No. MNT14-106 for the provision of ten Wireless Mobile Column Lifts.

Staff released the IFB, notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system.

Three bids were received electronically by the deadline of December 30, 2013. All of the bids were found to be responsive.

Listed below are the bid prices:

Company	Bid*
Southwest Lift & Equipment, Inc.	\$87,235.35
MAHA USA L.L.C.	\$94,919.83
Gray Manufacturing Company, Inc.	\$95,768.78

*\*Bid includes sales tax and delivery*

Award is recommended to the lowest responsive and responsible bidder. Price is deemed fair and reasonable as the bid is \$22,764.65 less than the Independent Cost Estimate of \$110,000.

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

### **FUNDING SOURCE**

Funding for this purchase order is budgeted as follows:

<b>FUNDING</b>	<b>GRANT #</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
FTA	CA-90-Y333-00	2005	MOBILE COLUMN LIFTS	D05 REOØ3F	\$70,623.00
FTA	CA-90-Y333-00	2005	MOBILE COLUMN LIFTS	D05 REOØ7F	\$ 1,447.36
STA	12-11-OMN-B	2012	MOBILE COLUMN LIFTS	D12 REOØ3S	\$18,017.59

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

### **CONCLUSION**

Award of this purchase order will allow Omnitrans to meet the Maintenance Department's current lifting requirements for repairs on 40' and 60' buses.

PSG:JMS:aa

# **ATTACHMENT B**

## **REGULATORY REQUIREMENTS**

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

<b>ITEM #E14</b>	<b>WIRELESS MOBILE COLUMN LIFTS</b>
<b>ITEM #F3</b>	<b>INDUSTRIAL CHEMICALS</b>
<b>ITEM #F4</b>	<b>SECURITY SERVICES</b>
<b>ITEM #F6</b>	<b>AUTOMATIC PASSENGER COUNTERS</b>

# **Attachment B**

## **REGULATORY REQUIREMENT**

### **Table of Contents**

#### **Contents**

ADMINISTRATIVE CODE .....	2
DISCRIMINATION .....	3
WHISTLEBLOWER REQUIREMENTS .....	3
PUBLIC RECORDS ACT .....	3
ACCESS TO RECORDS .....	4
FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES .....	4
ENERGY CONSERVATION REQUIREMENTS .....	5
CIVIL RIGHTS REQUIREMENTS .....	5
NO GOVERNMENT OBLIGATION TO THIRD PARTIES .....	7
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.....	7
SUSPENSION AND DEBARMENT.....	8
RECYCLED PRODUCTS .....	8
CLEAN WATER AND CLEAN AIR REQUIREMENTS .....	9
COMPLIANCE WITH FEDERAL LOBBYING POLICY .....	9
BUY AMERICA .....	10
CARGO PREFERENCE .....	10
FLY AMERICA .....	11
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....	11
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26.....	13
ADA ACCESS .....	14
ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM.....	16
TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS .....	17
BONDING REQUIREMENTS .....	18
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS .....	18
PRIVACY ACT - 5 U.S.C. 552.....	25
TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F.....	26
SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41 .....	28
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F.....	28
VETERANS PREFERENCE .....	29

## **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 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>

## **RR-22**

### **TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS \***

#### **A. Applicability**

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

#### **B. General Transit Employee Protective Requirements**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

#### **C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

#### **D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply

with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

**E. Indemnity**

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

**RR-23**

**BONDING REQUIREMENTS**

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

**RR-24**

**DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or

repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

### **Clause Language**

#### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and  
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,



trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate

specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **RR-25**

### **PRIVACY ACT - 5 U.S.C. 552**

#### **Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

#### **Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

#### **Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **RR- 26**

#### **TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F**

##### **Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

##### **Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an

appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The

judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

## **RR – 27**

### **SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41**

#### **Applicability to Contracts**

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

#### **Flow Down**

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

#### **Model Clauses/Language**

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **RR-28**

### **BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F**

#### **Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

#### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Omnitrans. 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 or 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**



ITEM # E15

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: AUTHORIZE AWARD - CONTRACT FIN14-158  
CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES**

### **FORM MOTION**

Authorize the Interim CEO/General Manager to award Contract FIN14-158 to Fidelity Information Services LLC (FIS), of Jacksonville, FL, for the provision of Credit/Debit Card Processing and Merchant Services for a three (3) year period beginning February 11, 2014 to February 10, 2017, in the amount of \$90,000, plus a ten percent contingency of \$9,000, for a not-to-exceed amount of \$99,000.

### **BACKGROUND**

Omnitrans' first sbX Green Line is slated for revenue service in April 2014. The Green Line is a 15.7 mile Bus Rapid Transit (BRT) corridor spanning between northern San Bernardino and Loma Linda. The Green Line features bus stations with an initial implementation of twenty-five (25) Ticket Vending Machines (TVMs) with up to forty-six (46) TVMs planned. The TVMs provide credit/debit card payment options for customers using credit/debit Visa, MasterCard, American Express or Discover. The TVMs do not accept cash.

On December 23, 2013, staff released Request for Quotes RFQ-FIN14-158 for Credit/Debit Card Processing and Merchant Services. The RFQ was posted on Omnitrans' online bidding system. Each company was asked to provide itemized fees for Visa, MasterCard, Discover, and American Express transactions. Two bids were received electronically by the deadline date of January 15, 2014, one deemed responsive.

	Annual Estimate	3-year Estimate
FIS	\$10,110	\$30,330

Visa, MasterCard, American Express, and Discover assess additional fees as stated in Contract FIN14-158, and will be included as a pass-through on FIS's invoice bringing the total requested not-to-exceed amount to \$90,000.

Award recommendation is being made to the lowest, responsive, and responsible bidder. Award is based on the annual processing of approximately \$603,396 in credit card transactions.

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

### **FUNDING SOURCE**

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

Department: 2600  
Expenditure Code 509250

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

### **CONCLUSION**

Award of this agreement will ensure the TVMs will be available at the launch of the sbX Green Line service to provide credit/debit card payment options for customers using credit/debit Visa, MasterCard, American Express or Discover cards.

PSG:JMS:KT



## CONTRACT AGREEMENT

between

CONTRACTOR  
Fidelity Information Services, LLC  
601 Riverside Avenue  
Jacksonville, FL 32204

(hereinafter "CONTRACTOR")  
Telephone: (630) 442 - 7922

And

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

### CONTRACT DOCUMENTS

**CONTRACT NO. FIN14-158**

**Credit/Debit Card Processing and  
Merchant Services**

Contract Amount: \$90,000.00

#### Omnitrans Project Manager:

Name: Donald Walker  
Title: Director of Finance  
Telephone: (909) 379-7131  
Fax: (909) 379-7143  
Email: [donald.walker@omnitrans.org](mailto:donald.walker@omnitrans.org)

#### Contract Administrator:

Name: Krystal Turner  
Title: Contracts Review Analyst  
Telephone: (909) 379-7202  
Fax: (909) 379-7402  
Email: [krystal.turner@omnitrans.org](mailto:krystal.turner@omnitrans.org)



## TABLE OF CONTENTS

1.	SCOPE OF WORK.....	4
2.	PERIOD OF PERFORMANCE .....	4
3.	COMPENSATION.....	5
4.	INVOICING AND PAYMENT.....	5
5.	AUDIT AND INSPECTION OF RECORDS.....	6
6.	NOTIFICATION .....	6
7.	OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES.....	7
8.	DISPUTE RESOLUTION.....	8
9.	TERMINATION FOR CONVENIENCE .....	9
10.	TERMINATION FOR BREACH OF AGREEMENT .....	9
11.	ASSIGNMENT .....	10
12.	SUBCONTRACTING.....	10
13.	INDEPENDENT CONTRACTOR.....	10
14.	INSURANCE .....	11
15.	INDEMNITY.....	11
16.	REVISIONS IN SCOPE OF WORK.....	12
17.	RIGHTS IN TECHNICAL DATA .....	12
18.	OWNERSHIP OF REPORTS AND DOCUMENTS.....	12
19.	OWNERSHIP RIGHTS.....	12
20.	WORK FOR HIRE .....	13

21.	SUBMITTAL OF CLAIMS BY CONTRACTOR.....	13
22.	EQUAL OPPORTUNITY.....	14
24.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES .....	14
25.	DISQUALIFYING POLITICAL CONTRIBUTIONS .....	15
26.	COMPLIANCE WITH LAW .....	15
27.	COMPLIANCE WITH LOBBYING POLICIES.....	15
28.	PUBLIC RECORDS ACT.....	15
29.	WAIVER/INVALIDITY .....	16
30.	FORCE MAJEURE.....	16
31.	CONFIDENTIALITY .....	16
32.	CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC .....	17
33.	GOVERNING LAW .....	17
34.	MODIFICATIONS TO AGREEMENT .....	17
35.	LICENSING, PERMITS AND INSPECTION COSTS.....	18
36.	PRECEDENCE .....	18
37.	ENTIRE AGREEMENT.....	18

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – FEE SCHEDULE

This Agreement is made and entered into as of this 11<sup>th</sup> day of February, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Fidelity Information Services 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 and Section 130255 of the California Public Utilities 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 February 10, 2017, unless terminated as specified in Section 8 and 9 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 February 11, 2014 Through February 10, 2017, which period encompasses the Initial Term.

### **3. COMPENSATION**

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

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Ninety Thousand Dollars (\$90,000), 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.

### **4. INVOICING AND PAYMENT**

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

CONTRACTOR shall submit invoices in duplicate to:

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

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.

## **5. 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.

## **6. NOTIFICATION**

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

To OMNITRANS:

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

To CONTRACTOR:

Fidelity Information Services, LLC  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attn: Garry Parks



## **7. 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:

- 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>
Garry Parks	Strategic Account 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.

**8. 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.

## **9. 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.

## **10. 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 26, 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 8, 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.

11. 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.

12. 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	N/A

13. 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.

## 14. INSURANCE

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate.
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident.
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*
- D. **Employers Liability** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate.
- E. **Environmental Liability:** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate.
- F. All drivers making deliveries of products specified on this RFQ shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

Additional Insured:

Omnitrans, its officers, officials, employees, agents, and volunteers.

## 15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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).

## **26. COMPLIANCE WITH LAW**

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

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

### **32. 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.

### **33. 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.

### **34. 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.

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

- A. The FIRM 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. FIRM further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. FIRM 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.

### **36. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A, Scope of Work, (3) provisions of 2T and (4) CONTRACTOR's proposal dated January 15, 2014.

### **37. 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

FIDELITY INFORMATION SYSTEMS

---

P. SCOTT GRAHAM  
Interim CEO/General Manager

---

Donna Dellarocco  
Contracts Administrator

---

DATE

Federal Tax I.D. No. 37-1490331

SCOPE OF WORK - ATTACHMENT A  
FIN14-158  
CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES

**Scope of Work**

Vendor shall provide all services necessary for credit/debit card processing and merchant services, to include Visa, MasterCard, American Express, Discover, and personal identification number (PIN)-based credit and debit cards. Vendor's card processing system is compatible with Genfare SPX Vendstar-3 Ticket Vending Machines.

**A. Minimum Performance Standards**

1. The Agency intends to maintain the acceptance of Visa, MasterCard, American Express and Discover credit cards; it might accept additional brands in the future. In addition, the Agency will continue to accept all debit cards that are capable of being processed through the national debit and credit networks.
2. It is understood that the vendor, in order to fulfill some of the requirements, might utilize alliances with other processing organizations, including the card associations, hardware manufacturers and/or distributors, and front-end processors. The vendor must describe when and how these alliances will be utilized to meet the Agency's requirements.
3. System implementation, customer service and training of Agency personnel.

**B. Transaction Processing**

The Agency estimates the annual processing of approximately \$603,396 in credit card transactions. Listed below is the Agency's estimated monthly and annual transaction volume for the TVMs.

SCOPE OF WORK - ATTACHMENT A  
FIN14-158  
CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES

**Table I**

<b>TVM Tickets Passes &amp; Fares</b>	<b>Full Fare</b>	<b>Senior/ Disable</b>	<b>Youth</b>	<b>Totals</b>
1-Way Ticket	1.50	\$ 0.60	N/A	
Day Pass	4.00	\$ 1.85	N/A	
7- Day Pass	15.00	\$ 7.00	\$ 11.00	
31 - Day Pass	47.00	\$ 23.50	\$ 35.00	
<b>Estimated Number of Monthly Transactions</b>				
1-Way Ticket	335	838	0	1,173
Day Pass	1,131	2,718	0	3,849
7- Day Pass	570	1,437	411	2,418
31 - Day Pass	75	43	345	462
Totals	2,111	5,036	756	7,903
<b>Estimated Number of Yearly Transactions</b>				
1-Way Ticket	4,023	10,057	0	14,079
Day Pass	13,576	32,616	0	46,192
7- Day Pass	6,838	17,240	4,937	29,015
31 - Day Pass	899	514	4,138	5,550
Totals	25,336	60,426	9,074	94,837
<b>Estimated Monthly Dollar Amount</b>				
1-Way Ticket	\$ 503	\$ 503	\$ -	\$ 1,006
Day Pass	\$ 4,525	\$ 5,028	\$ -	\$ 9,554
7- Day Pass	\$ 8,548	\$ 10,057	\$ 4,525	\$ 23,130
31 - Day Pass	\$ 3,520	\$ 1,006	\$ 12,068	\$ 16,593
Totals	\$ 17,096	\$ 16,594	\$ 16,593	\$ 50,284
<b>Estimated Annual Dollar Amount</b>				
1-Way Ticket	\$ 6,034	\$ 6,034	\$ -	\$ 12,068
Day Pass	\$ 54,306	\$ 60,340	\$ -	\$ 114,645
7- Day Pass	\$ 102,577	\$ 120,679	\$ 54,306	\$ 277,562
31 - Day Pass	\$ 42,238	\$ 12,068	\$ 144,815	\$ 199,121
Totals	\$ 205,155	\$ 199,121	\$ 199,121	\$ 603,396

CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES

**C. Authorization**

1. Perform an exact validation on the credit card number and the credit card expiration date
2. Support timeout reversals
3. Ensure that each transaction is assigned a unique identification number that will be stored and remain with the transaction through the transaction cycle, including authorization, adjustments, settlement, funding and reconciliation
4. Return an “accept” or “decline” message to the merchant within industry acceptable timeframe
5. Support edits and voids before transactions are settled
6. Process transaction in the most cost saving alternative available

**D. Settlement**

1. Cut off batch activity precisely when settlement occurs. For example, if a batch is manually or automatically settled at 5:00p.m., transactions at 5:01 p.m. would be part of the next day batch
2. Generate unique batch reference number, approval notification, and confirmation of settlement. The batch reference number must stay with the batch throughout the payment cycle
3. Allow merchant to create batch settlement reports that provide both summary and detail information for all card types. The batch report headers should include the merchants name, merchant number, and address. The body of the report should include the settlement approval code number and processing date
4. Have a procedure in place to handle suspended (failed) batch transmissions. The procedure must include notification to the merchant so that the problem can be resolved in time to prevent the transactions in that batch from being downgraded by the card associations
5. Forward all transactions for further processing to the card associations, alliance/partner, third party provider or entity, in a timely manner so that the transactions qualify for the appropriate interchange categories without downgrading, though incurring the lowest possible pass-through fees to the Agency



SCOPE OF WORK - ATTACHMENT A  
FIN14-158  
CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES

6. Credit the Agency's bank account with batch amount immediately after batches have been transmitted. Credit to the Agency bank account should occur no later than 24 hours after transaction is processed and should include all accepted cards (Visa, Mastercard, AMEX and Discover)

**E. Transmission of Data**

1. Initiate or relay data transmission to other processor and/or card associations via secure means in accordance with industry standard guidelines for speed, encryption and overall security
2. The vendor shall be responsible for the loss or security compromise of all Agency transaction data in its possession, to include notifying cardholders when security is compromised and recreating transactions when data is lost

**F. Credits and Refunds**

1. Issue credits in the case of an error in payment amount, card number, return, incorrect amount, etc. The system must be able to process and obtain authorization of debt/credit card returns for partial or full credit
2. Provide separate reports at multiple levels, so that refunds may be mapped back to a specific merchant location or department, with summaries and totals being possible at the chain code level

**G. Retrievals and Chargebacks**

1. Notify the Agency's Finance Department by fax or e-mail regarding retrievals and chargebacks that have been initiated by a cardholder's bank. Notification needs to include:
  - a. Original transaction date
  - b. Merchant name
  - c. Merchant number
  - d. Transaction number
  - e. Last four digits of cardholder account number
  - f. Dollar amount
  - g. Reason for chargeback
  - h. Letters or other documents from cardholder

SCOPE OF WORK - ATTACHMENT A  
FIN14-158  
CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES

2. Receive requested information from the merchant via fax or e-mail, and forward such information to the card associations and/or card issuing bank as necessary. The vendor must confirm the receipt of such faxes or e-mails.
3. Notify the Agency the outcome of the chargeback process.
4. If the chargeback is approved, recover the discount fee and any other applicable cost associated with that transaction on behalf of the Agency and debit the designated bank account for the amount of the chargeback.
5. Give the Agency 30 days from the vendor notification date to provide the chargeback necessary documentation.

**H. Reporting**

1. The vendor shall provide real-time online reporting to retrieve all reports used by the Agency to manage the overall bank card acceptance program. These reports should provide the Agency with:
  - a. Aggregate transaction information for merchant
  - b. Daily settlement totals by merchant
  - c. Chargeback information
  - d. Daily transaction detail by merchant
  - e. Summary of transactions
  - f. Refunds or adjustments due to the Agency
2. The vendor is responsible for managing the access of information by the merchants, whether the information is delivered via online reporting system, email or hardcopy.
3. The vendor will be responsible for safeguarding all reports, particularly those reports that contain cardholder information, following all compliance regulations with Payment Card Industry (PCI) guidelines, card association regulations and federal laws.
4. The vendor will comply with all applicable industry guidelines and federal law pertaining to the storage period for financial information.

## SCOPE OF WORK - ATTACHMENT A

FIN14-158

### CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES

#### **I. Customer Service**

1. The vendor shall assign Relationship Manager (RM) to the Agency. The RM will be the principal contact for the Finance Department on all matters. The RM will be reasonably available during normal business hours via email and telephone. The vendor will identify a backup to the RM at all times.
2. The vendor shall provide a customer service (help desk) telephone number to be used by the Finance Department or individual merchants for routine questions and troubleshooting.

#### **J. Vendor Performance**

The Agency will work with the vendor to resolve all quality control and performance issues. However, the Agency will not accept service performance below the standards established in this RFQ. The Finance Department shall notify the vendor when performance standards are not met and what remedies may be invoked. Remedies may include withholding or adjusting payment to the vendor.

ATTACHMENT B - FEE SCHEDULE				
FIN14-158				
CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES				
Fidelity Information Services				
Description:		Per Item Rate/Fee		Comments
<b>Vendor Fees:</b>				
<b>Visa:</b>				
Third-Party Transactions				If any thrid party txn, it would be at same rate as regular payments
Discount		0.15%		Per Volume
Per Item		\$0.25		Per Volume
Interchange Charges		Pass Through		Per Volume and Transaction
Service Charges		Pass Through		No Service Charges from FIS, only if Association Passes Through
Other Fees		Pass Through		Only fees accessed by the Association
Other:				
<b>MasterCard:</b>				
Third-Party Transaction				If any thrid party txn, it would be at same rate as regular payments
Discount		0.15%		Per Volume
Per Item		\$0.25		Per Volume
Interchange Charges		Pass Through		Per Volume and Transaction
Service Charges		Pass Through		No Service Charges from FIS, only if Association Passes Through
Other Fees		Pass Through		Only fees accessed by the Association
Other:				
<b>Discover:</b>				
Third-Party Transaction				If any thrid party txn, it would be at same rate as regular payments
Discount		0.15%		Per Volume
Per Item		\$0.25		Per Volume
Interchange Charges		Pass Through		Per Volume and Transaction

ATTACHMENT B - FEE SCHEDULE				
FIN14-158				
CREDIT/DEBIT CARD PROCESSING AND MERCHANT SERVICES				
Service Charges		Pass Through		No Service Charges from FIS, only if Association Passes Through
Other Fees		Pass Through		Only fees accessed by the Association
Other:				
<b>American Express:</b>				
Third-Party Transaction				If any thrid party txn, it would be at same rate as regular payments
Discount		0.15%		Per Volume
Per Item		\$0.25		Per Volume
Interchange Charges		Pass Through		Per Volume and Transaction
Service Charges		Pass Through		No Service Charges from FIS, only if Association Passes Through
Other Fees		Pass Through		Only fees accessed by the Association
Other:				
<b>Other Vendor Fees:</b>				
Customer Support		\$50.00		Monthly
Implementation & TVM Setup		\$500.00		One-Time
Charge Backs		\$20.00		Per Item

ITEM # E16

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**FROM:** Marjorie Ewing, Director of Human Resources

**SUBJECT:** **REVISIONS TO PERSONNEL POLICY #802, EMPLOYEE INJURY AND ILLNESS PREVENTION PROGRAM, AND PERSONNEL POLICY #803, WORK PLACE AND TRANSIT SYSTEM SECURITY**

**FORM MOTION**

Adopt proposed changes to Personnel Policy #802, Employee Injury and Illness Prevention Program, and Personnel Policy #803, Work Place and Transit System Security, effective February 5, 2014.

*Although a quorum not present, this item was reviewed by the Operations & Safety Committee at its January 23, 2014, meeting and those present recommended the item for adoption.*

**BACKGROUND**

At a recent Occupational Safety and Health Administration (OSHA) training, it was strongly recommended that organizations review policies on Employee Injury and Illness Prevention Program (IIPP) and Work Place and Transit System Security on an annual basis. This recommendation is to ensure that the policies do not create a larger than necessary compliance liability by including areas of exposure in the policies that are not required.

Omnitrans has two policies, Personnel Policy #802, Employee Injury and Illness Prevention, and Personnel Policy #803, Work Place and Transit System Security, that have not been updated since 2010. As a result of OSHA's recommendation, staff is recommending changes to both policies, as shown in the attached redlined version. These recommendations are made as a result of reviewing the California Code of Regulations, Title 8, General Industry Safety Orders, Section 3203, as well as the Federal Department of Homeland Security, Federal Transportation Security Administration (TSA) guidelines, policies and regulations.

### **FUNDING SOURCE**

There are no increased costs associated with the recommended action.

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

### **CONCLUSION**

Adoption of the proposed changes to Personnel Policy #802, Employee Injury and Illness Prevention Program, and Policy #803, Work Place and Transit System Security, will streamline the Agency's compliance requirements without additional exposure.

PSG:ME

Attachments



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 1 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

#### I. Purpose

To state Omnitrans' policy on Illness and Injury Prevention.

#### II. Scope

All Departments

#### III. Procedure

- A. This formal Injury and Illness Prevention Program (IIPP) has been created in order to standardize all the various safety and health policies and procedures into one effective, uniform program in compliance with the California Code of Regulations, Title 8 General Industry Safety Orders, Section 3203. Accidents involving bodily injury to Omnitrans employees, or which result in property damage can have a substantial detrimental impact on assets or public service. The Agency also has a moral and legal responsibility to provide and maintain a safe and healthful operation.
- B. This Injury and Illness Prevention Program has been designed to meet the specific needs of Omnitrans; it is intended to be both practical and effective.
- C. Ancillary programs covered by the IIPP include environmental health and employee security as is related to employee exposure and protection requirements and guidelines.
- D. As conditions warrant, modifications and additions will be made. Comments and suggestions from all personnel will continue to be welcome. However, until revised, it is expected that these procedures will be followed.

#### IV. Objectives

- A. To provide safe and healthful working conditions for all employees.
- B. To promote better employee morale and pride.
- C. To improve performance, service and efficiency.
- D. To reduce the direct and indirect costs of injuries and illnesses.

#### V. Program Authority & Responsibility

- A. ~~The Omnitrans Safety & Regulatory Compliance Manager under the direction of the CEO/General Manager or designee has the responsibility for the implementation and administration of the Injury and Illness Prevention Program.~~ The Injury and Illness Prevention Program (IIP Program) administrator is the CEO/General Manager. The





## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 2 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

Program Administrator has the authority and responsibility for implementing the provisions of this program for Omnitrans.

- ~~B. The Fleet Safety Program is administered by the Fleet Safety and Training Supervisor under the direction of the Director of Operations.~~
- ~~C. The CEO/General Manager, under the direction of the Board of Directors, has the responsibility and authority to make substantive changes in the program.~~
- B. All directors, managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program. A copy of this IIP Program is available from each manager and supervisor.

## VI. Responsibilities

### A. Omnitrans Management Responsibilities

- ~~1. The success of our Injury and Illness Prevention Program will be achieved and maintained with the active interest and participation by all Omnitrans personnel. Omnitrans Management will plan, organize and administer the safety and health program by enforcing established policy, setting goals and objectives, assigning responsibility, motivating employees and monitoring program results.~~
- ~~2. Omnitrans Management will support and maintain the Injury and Illness Prevention Program by carrying out the following responsibilities:~~
  - ~~a. Provide leadership and direction to all Agency employees and contractors.~~
  - ~~b. Ensure adequate financial support for the safety, health and environmental compliance program.~~
  - ~~c. Hold each Supervisor accountable for implementation and consistent application of all safety policies and procedures within their Departments.~~
  - ~~d. Ensure active employee involvement in safety, health and environmental concerns through the establishment of effective recognition systems, protect all employees from harassment for reporting safety problems, and enforce established disciplinary procedures to address safety matters.~~
  - ~~e. Consistently reinforce the Agency's commitment to injury and illness prevention through development of comprehensive communication and awareness programs.~~
  - ~~f. Establish annual management goals and programs focused toward the~~



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 3 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~reduction of employee occupational injuries and illnesses.~~

~~g. Audit and evaluate management performance in achieving Injury and Illness Prevention Program objectives.~~

#### B. Safety and Security Office Responsibilities:

- ~~1. Coordinate the activities of the Injury and Illness Prevention Program.~~
- ~~2. Act as a liaison between management and outside safety and health compliance agencies.~~
- ~~3. Establish minimum safety standards, safe work procedures, safety rules and regulations.~~
- ~~4. Create a system for communicating with all employees on matters relating to safety and health. This system shall consist of the following activities:~~
  - ~~a. Employee Safety Awareness Meetings.~~
  - ~~b. Formal safety, health, and environmental compliance training.~~
  - ~~c. Postings of safety rules, safe work procedures, inspection results, and other safety awareness related materials.~~
- ~~5. Coordinate/conduct periodic safety inspections to identify unsafe/unhealthful conditions and unsafe work practices.~~
- ~~6. In addition to the periodic inspections, coordinate supplemental inspections whenever:~~
  - ~~a. New processes, equipment or substances are introduced into the workplace.~~
  - ~~b. New or previously unrecognized hazards are identified.~~
  - ~~c. Previous inspections have generated corrective action with pending completion dates that require follow up until actual completion has been accomplished.~~
- ~~7. Establish safety priority classifications for inspection report items to assist Agency departments and scheduling appropriate corrective action as required.~~
- ~~8. Verify that corrective measures are completed in a timely fashion for any hazards identified.~~
- ~~9. Review all injury and illness investigation reports and verify that corrective actions~~



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 4 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~have been completed, as required to prevent recurrence.~~

~~10. Conduct reviews of injury and illness reports, injury and illness logs, and insurance company claims reports to determine if significant accident trends are beginning to develop at the Agency.~~

~~11. Establish safety and health training programs for:~~

~~a. New employees.~~

~~b. Employees assigned new job/task assignments for which safety training has not been provided.~~

~~c. New substances, processes, procedures, or equipment introduced into the workplace that represent a new hazard.~~

~~d. Any new or previously unrecognized hazard.~~

~~e. Supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.~~

~~12. Implement the Hazard Communication Program, Emergency Management Plan, Fire Prevention Plan, Hazardous Waste Minimization and Control Program, and any other programs or plans required by local, state, and federal safety compliance agencies.~~

~~13. Verify that Emergency Phone Numbers and Emergency Action Plan Information and Instructions have been posted and checked for accuracy.~~

~~14. Ensure that required safety, health, and other employee notices are posted and current.~~

~~15. Ensure that adequate first-aid and other emergency supplies are maintained at all Agency facilities.~~

~~16. Coordinate, track, and verify completion of safety recommendations issued by the insurance carrier, or safety, health, and environmental regulatory compliance agencies.~~

~~17. Ensure that all CAL-OSHA record keeping and accident reporting requirements are maintained by the Agency.~~

~~18. Monitor and advise management on the development of new safety, health, and environmental laws to ensure timely compliance by the Agency.~~



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 5 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

#### C. Directors' and Managers' Responsibilities

1. Familiarize themselves with the Injury and Illness Prevention Program and ensure its effective implementation within their Departments.
2. Be aware of all safety, health, and environmental compliance requirements when introducing a new process, procedure, equipment or material to the Agency.
3. Give maximum support to all programs and policies whose function is to promote safety, health, and environmental compliance.
4. Actively participate in safety, health, and environmental compliance program activities as required.
5. Investigate and review serious occupational injuries and illnesses to ensure that proper reports are completed and appropriate action is taken to prevent recurrence.
6. Ensure that prompt and appropriate action is taken to correct identified hazards in the work place.

#### D. Supervisors' Responsibilities

1. Familiarize themselves with Agency safety policies, programs and procedures, and ensure their effective implementation and continued enforcement.
2. Ensure that prescribed safety training has been received by employees prior to the assignment of duties.
3. Ensure that all Safety, Health, and Environmental Bulletins and Notices are distributed and/or posted in a timely manner.
4. Ensure that safety awareness meetings are held on a regular basis (they should be conducted monthly, but not less than once per quarter). Record who was in attendance at each meeting, what was discussed, and send this documentation to the Safety and Security Office.
5. Ensure that all employee occupational injuries, no matter how minor, are treated immediately. Conduct investigations of employee injuries and illnesses to determine cause, and take the necessary action to prevent reoccurrence. Ensure that all required reports are completed and sent to the Human Resources Department as required.
6. Make daily observations of work areas and conduct periodic self-inspections to detect unsafe conditions and work practices. Utilize Agency self-inspection



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 6 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~checklists as required.~~

#### E. Employees Responsibilities

- ~~1. Comply with all Agency safety, health, and environmental compliance rules and regulations.~~
- ~~2. Wear required personal protective equipment.~~
- ~~3. Operate only equipment in good condition, with all safety guards in place.~~
- ~~4. Report all occupational injuries, no matter how minor, immediately to a supervisor.~~
- ~~5. Encourage co-workers to work safely.~~
- ~~6. Report unsafe acts and conditions to a Supervisor or to the Safety and Security Office.~~

### VI. Compliance

- A. Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Directors, managers and supervisors are expected to enforce the rules fairly and uniformly.
- B. All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.
- C. Our system of ensuring that all workers comply with the rules and maintain a safe work environment include:
  1. Informing workers of the provisions of our IIP Program;
  2. Evaluating the safety performance of all workers;
  3. Recognizing employees who perform safe and healthful work practices;
  4. Providing training to workers whose safety performance is deficient; and
  5. Disciplining workers for failure to comply with safe and healthful work practices.

### VII. Communication

- A. We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following items:



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 7 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

1. New worker orientation including a discussion of safety and health policies and procedures;
2. Review of our IIP Program;
3. Workplace safety and health training programs;
4. Regularly scheduled safety meetings;
5. Effective communication of safety and health concerns between workers and supervisors, including translation where appropriate;
6. Posted or distributed safety information;
7. A system for workers to anonymously inform management about workplace hazards; and
8. An employee/management safety and health committee under the name Safety and Security Coordinator that meets regularly, prepares written records of the safety and health committees meetings, reviews results of the periodic scheduled inspections, reviews investigations of accidents and exposures and makes suggestions to management for the prevention of future incidents, reviews investigations of alleged hazardous conditions, and submits recommendations to assist in the evaluation of employee safety suggestions.

### VIII. VII Identification and Evaluation of Hazards.

#### A. Inspections Hazard Assessment

1. Periodic inspections ~~shall be made~~ to identify and evaluate workplace hazards shall be performed by competent observer(s) in all areas within our workplace as specified in the Safety and Security Procedures, and at the direction of the Department Director, his or her managers and supervisors. High Hazard workplaces include Safety and Security, Maintenance, Operations, and Marketing departments. Periodic inspections are performed in accordance with the Safety and Security Procedures and also to conform to the schedules as outlined by the Department Directors, his or her managers and supervisors. Assessments begin:
  - a. ~~Periodically, or at least quarterly unless noted otherwise~~ When we initially established our IIP Program;
  - b. ~~Whenever new substances, processes, procedures or equipment, operations, or procedures which present potential new hazards are introduced into our workplace; to the Agency.~~
  - c. ~~Whenever management is made aware of a new, or previously unrecognized unidentified hazards are recognized;~~
  - d. When occupational injuries and illnesses occur;
  - e. When we hire and/or reassign workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
  - f. Whenever workplace conditions warrant an inspection.
2. Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the Hazard Assessment Checklist found as an



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 8 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

attachment to Safety Procedure 802 and any other effective methods to identify and evaluate workplace hazards. Each formal inspection is to be documented using the appropriate form or format to ensure that adequate and timely action is taken to correct hazards.

NOTE : Forms and format information can be obtained from the Safety and Security Office.

NOTE 1: Supervision must complete a Safety Inspection Status of Corrections Report outlining what corrective action has or will be taken for each item identified in their area of responsibility during facility safety inspections.

NOTE 2: Informal work area safety observations are to be conducted daily by supervisors and are not required to be documented unless serious hazards are found that require immediate corrective action.

3. Inspections should not be limited to physical hazards, but should include observations of employee performance to assure that unsafe work practices have not developed.
4. When making inspections or observations, unsafe conditions, which can be handled immediately, must be corrected as to prevent damage to property or injury to employees. When an imminent hazard exists which cannot be immediately abated it shall be clearly identified and isolated with barricades, locked or tagged out of service, or all exposed employees are to be removed from the area as required by the condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards.

#### B. Accident/Exposure Investigations Job Hazard Analysis (JHA).

1. The value of a JHA is that it provides an organized approach to use in locating hazards, while clearly detailing each job task within the Agency. The JHA covers each step in a job task and provides the opportunity for feedback to clarify actions, problems and controls. Procedures for investigating workplace accidents and hazardous substance exposures include:
  - a. Visiting the accident scene as soon as possible;
  - b. Interviewing injured workers and witnesses;
  - c. Examining the workplace for factors associated with the accident/exposure;
  - d. Determining the cause of the accident/exposure;
  - e. Taking corrective action to prevent the accident/exposure from reoccurring; and
  - f. Recording the findings and corrective actions taken.
2. Department Directors shall be responsible for insuring the development and maintenance of updated JHA's for all jobs in their department, with the assistance



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 9 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

of the Safety and Security Office. JHA's will be documented using the appropriate format.

3. Once a job is clearly outlined and the hazards identified, it is much easier to develop the necessary controls to reduce or eliminate the hazards. The JHA has its greatest advantage in providing the Agency with a systematic operations guide that can be used in training employees or listing Do's and Don'ts for each job task.
4. Omnitrans has developed several "Codes of Safe Practices" that are included in the Agency's training programs. These "Codes of Safe Practices" include: "Rules and Regulations and Codes of Performance for Operations, Administrative, and Maintenance Personnel", and "Safety, Health, and Environmental Programs", (located in the Agency's "Facility Safety Plan", "Fleet Safety Plan", and "Environmental Compliance Plan").

#### C. Employee Hazard Identification and Resolution System: Correction

1. The Agency has established a system that encourages employees to openly communicate hazards to their supervisor without the fear of reprisal. This system enables the Agency to correct Unsafe or unhealthy work conditions, in a timely manner. This system is designed to identify hazardous conditions, locations, operations, procedural deficiencies, design inadequacies, or equipment failures, which could be detrimental to safe public transit system operations. practices or procedures shall be corrected in a timely manner based on the severity of the It provides for the development of recommendations for the implementation of corrective actions leading to the resolution of identified hazards. Hazards shall be corrected according to the following procedures:
  - a. When observed or discovered;
  - b. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection; and
  - c. All such actions taken and dates they are completed shall be documented on the appropriate forms.
2. Procedure for reporting the hazard:
  - a. General hazards or unsafe conditions can be reported to a supervisor verbally or in writing. The Agency has designed "Employee Safety/Security Communication Forms" that can be used for this purpose. Specific unsafe conditions involving coaches or Agency vehicles shall be reported using the "Operator Daily Report". Unsafe conditions within the transit system shall be reported using the "Employee Safety Hazard Suggestion Form". Unsafe conditions involving Omnitrans facilities or grounds/yard areas shall be reported





## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 10 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~using the "OmniTrans Work Order Form". (Work order requests are processed through the Maintenance Department.)~~

- ~~b. Agency Management will attempt to correct all reported hazards which are within their control as soon as possible. For those hazards which can't be immediately rectified, estimated completion dates shall be established, affected employees notified of the hazard, and the corrective action monitored until the hazard has been corrected.~~

### ~~3. Resolution involving other departments and/or outside agencies.~~

- ~~a. Each department will determine both the urgency of the problem and the time needed to implement a solution. Each department shall maintain records of written complaints of reported hazards and corrective action taken.~~

~~NOTE: Those conditions that have the potential for serious injury to employees or which may require extensive time or technical assistance to correct must be reported to the Safety and Security Office. A verbal notification may be given to save time, but must be followed by a written note as soon as possible.~~

- ~~b. Those hazards reported to the Safety and Security Office for action shall be thoroughly analyzed with specific recommendations and alternative measures developed as necessary to eliminate or mitigate the hazard. This may involve modification of equipment or facilities design, rules/procedures, schedules, employee training, etc.~~
- ~~c. For those issues which require immediate action, the Safety and Security Office shall coordinate with the appropriate department(s) to expedite corrective action as required.~~
- ~~d. If the problem requires a long time and/or action from other departments and/or agencies outside the Agency, the appropriate Agency Department shall be designated to select a representative to coordinate implementation of the approved recommendations. All correspondence sent to safety, health, and environmental regulatory agencies shall be coordinated with the Safety and Security Office.~~

### D. Supervisor Hazard Identification Methods:

- ~~1. Each supervisor at OmniTrans is expected to comply with the following fundamental safety concepts:~~
  - ~~a. Most occupational injuries and illnesses can be prevented.~~
  - ~~b. Safety is a first line responsibility.~~



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 11 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

- ~~c. All workplace hazards can be reasonably corrected or employee safeguards provided.~~
- ~~d. First line supervision has a responsibility to train all employees to work safely.~~
- ~~e. Preventing injuries and accidents is good business.~~
- ~~f. Working safely is a condition of employment.~~
- ~~2. Supervision is responsible to ensure the safety and health of those employees within their area of responsibility.~~
- ~~3. To successfully prevent unsafe acts and unsafe conditions or hazards, all departments at Omnitrans work together as a team.~~
- ~~4. Supervision is responsible for systematically observing, correcting, and preventing recurrences of unsafe acts and hazards within the work area. This activity is a regular and routine part of their daily job. Those corrective actions that are not within the supervisor's span or control will be elevated up the management chain for appropriate action.~~
- ~~5. Hazard identification and prevention begins with the development of a safety attitude that ensures a positive commitment to safety. Supervision accomplishes this through a consistent pattern of perseverance, communication, and by setting the appropriate example for their people. Safety must remain high on the supervisor's list of priorities every day - equal to quality, morale, cost and service.~~
- ~~6. Each time a supervisor observes an unsafe act or condition they must not only stop and correct the hazard, but take the time to talk with the people involved, making sure that everyone understands and accepts the safe practices needed for each task being performed. The idea is to help each person to learn that the established safety rules and regulations are designed as a benefit to help them work safely, rather than simply being there as a device to get them in trouble.~~
- ~~7. The skills necessary to become a good observer begin with the development of two questions:
  - ~~a. What if? (What injuries can occur if the unexpected happens?)~~
  - ~~b. How? (How can this job be done more safely?)~~~~
- ~~8. The "SUPERVISOR OBSERVATION CYCLE" includes the following elements and actions:
  - ~~a. DECIDE: First the supervisor must decide to make a safety observation. This~~~~



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 12 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~step is very important to the process since most people need to remind themselves to think about safety.~~

- ~~b. **STOP:** Next, the supervisor must stop near the operation so they are able to clearly see what is being done or what conditions may exist at this location. Merely glancing at the operation while passing by may not be enough time to complete a detailed observation.~~
- ~~c. **OBSERVE:** The supervisor then observes the people and equipment in a careful, systematic way, looking at everything, and focusing on any unsafe acts or conditions that may exist.~~
- ~~d. **ACT:** If an unsafe act/condition is observed, action must be taken immediately to correct the situation and prevent a recurrence. This action includes talking with each person who committed the unsafe act to explain why the unsafe act is hazardous to them or to others.~~
- ~~e. **COMMUNICATION AND REINFORCEMENT:** At the next safety meeting a general discussion regarding the observation of the subject unsafe act/condition should be held with all department employees to ensure that everyone is aware of the correct procedures for the operation to prevent recurrence. The objective is to prevent accidents and injuries, not to single out individuals for punishment. Individual names should not be attached to the situations being discussed. It is important that the supervisor communicates the need to correct the observed unsafe act or hazardous condition, to prevent the unsafe behavior from continuing.~~
- ~~9. When identifying hazards and attempting to develop the necessary actions toward preventing their recurrence, supervisors are reminded to look for the following most common underlying causes of unsafe acts/conditions:~~
  - ~~a. Lack of knowledge or training.~~
  - ~~b. Belief that "It can't happen to me" or "It won't happen this time."~~
  - ~~c. Unavailability of correct equipment to safely perform or complete the task.~~
  - ~~d. The false belief that the unsafe practice is an acceptable standard because no one has ever corrected it in the past.~~
  - ~~e. Attempt by the employee to get attention or to be part of the group.~~
  - ~~f. Morale problem, reflecting undesirable conditions on or off the job.~~

## IX. Safety Training and Communication Methods Instruction



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 13 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

#### A. Supervisory Safety Training

All workers, including directors, managers and supervisors, shall have training and instruction on general and job-specific safety and health practices.

1. Training and instruction shall be provided as follows: Supervisory safety training is an ongoing element of the Injury and Illness Prevention Program. Training is essential in order for supervisors to promote safety awareness to the employees working under them. Supervisors will be held accountable and responsible for the safety program in their departments. Supervisory Safety Training sessions emphasize the key role of the supervisor in the success or failure of the Injury and Illness Prevention Program. Subjects covered in the Supervisory Safety Training Program will cover a broad range of topics in the safety, health, and environmental compliance field.
2. Supervisory safety training will be coordinated by the Safety and Security Office or may be conducted by outside contractors or guest speakers.

#### B. Employee Safety Training and Communication

1. Employee safety training and communication are essential to the success of the Employee Injury and Illness Prevention Program.
2. The first exposure to safety training will be upon hire. A safety orientation process is essential for all new and rehired employees. During the orientation and training process, the employee will be informed that safety is an important function that is seriously supported by both management and the employees. If this impression is properly conveyed, it is very likely that good safety attitudes will be developed.
3. Employee safety training and instruction shall be provided:
  - a. When the IIP Program is first established;
  - b. To all new employees- workers, except for construction workers who are provided training through a Cal/OSHA approved construction industry occupational safety and health training program;
  - c. To all employees workers given new job assignments for which training has not previously been received- provided;
  - d. Whenever new substances, operations processes, procedures or equipment are introduced to the workplace and represent a new hazard- ;
  - e. Whenever the employer is made aware of a new or previously unrecognized hazard- ;
  - f. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
  - g. To all workers with respect to hazards specific to each employee's job



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 14 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

assignment.

2. Workplace safety and health practices for all industries include, but are not limited to, the following: ~~Employee safety communication is accomplished through the use of safety bulletins/notices, meetings, and news/information articles generated on a routine basis to reinforce the basic safety philosophy at the Agency.~~
  - a. Explanation of the employer's IIP Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed;
  - b. Use of appropriate clothing, including gloves, footwear, and personal protective equipment;
  - c. Information about chemical hazards to which employees could be exposed and other hazard communication program information;
  - d. Availability of toilet, hand-washing and drinking water facilities; and
  - e. Provisions for medical services and first aid including emergency procedures.
3. In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

#### C. Employee Safety Orientation Procedures:

1. ~~New employees will receive a briefing and be provided instruction upon hire regarding the Injury & Illness Prevention Program, as well as general/specific safety/security work procedures relative to their job assignment. Some of this activity may occur as a supervised hands on process in the employee's department.~~
2. Reasons for Employee Safety Orientation:
  - a. Establishes the proper safety attitude of the employee prior to starting work.
  - b. ~~Opens communication lines for reporting unsafe conditions found on the job as required by CAL-OSHA.~~
  - c. ~~Allows for training of employees in accordance with CAL-OSHA requirements of California Code of Regulations, Title 8, General Industry Safety Orders, Section 3203.~~
  - d. ~~Establishes responsibility of the new employee to follow the Agency's Safety, Health, and Environmental Compliance Program requirements.~~

#### D. Employee Safety Meetings and Communication Program

1. Safety Meeting Procedures



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 15 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

a. These meetings are an important part of the Injury & Illness Prevention Program for office, shop, and operations personnel, because they help to reinforce the safety philosophy, allow time for supervision to communicate important safety information to the workers, and provide a method for having effective two-way communication by allowing the employees to provide important feedback on hazards in the work area.

b. Supervision should conduct at least one meeting a month, but not less than one per quarter. Each meeting should be scheduled for at least 10 minutes duration (longer periods may be required to maintain effective communication regarding unique safety issues).

c. The discussion at each meeting should include: any unsafe acts or conditions observed by the supervisor since the last meeting that the employees should be warned about and what is planned or actually being done to correct them; the results of any formal inspections conducted in the Department; selected safety and health related information or topics of interest or benefit to the employees (Review of Safety Rules, New Safety Policies and Procedures, or a short discussion of specialized safety information topics).

NOTE: Safety and Health information or specialized safety topic material can be obtained from the Safety & Regulatory Compliance Manager.

d. Each meeting must be documented by recording the following information: where and when was the meeting held; who chaired the meeting; who attended the meeting; and what information was discussed at the meeting. A completed Safety Meeting Report must be sent to the Safety and Security Office following each meeting.

## 2. Employee Safety Communication Methods.

a. Alternate employee safety communication methods are most often used by the Operations Department, because of the extremely variable work hours of this organization's employees. Since the majority of the employees working in this department are Coach Operators, employee safety communication is often accomplished through the use of Coach Operator Directives, Information Bulletins and Notices which are transmitted to each employee by several methods (bulletin board posting, briefing by Dispatcher/Field Supervisor when reporting for duty, or by distribution to each operator).

b. The following additional methods are used throughout the year to provide effective safety communication to Operations Department personnel:

Annual 8-hour Coach Operator Refresher Training; periodic Coach Operator Onboard Ride Checks; semi-annual Coach Operator Observation Surveys



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 16 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~conducted by an independent survey contractor; and the Omnitrans  
Accident/Incident Review Committee.~~

### **X. Occupational Injury and Illness Reporting and Investigation.**

~~A. All injuries and illness shall be investigated by the employee's Supervisor and shall be reported to the Human Resources Department in accordance with the instructions in this section without delay.~~ Accident investigations are conducted to determine the causative factors, hazardous conditions and practices which brought the accident about so that proper action can be taken to prevent recurrence. The investigation must be conducted so as to obtain full information as to the causes of the accident. This includes all the correctable conditions leading to the accident, not just the major one. This point brings out the importance of eliminating the factor of fixing blame. If part of the purpose is to fix blame, or if workers believe it is, vital information will often be withheld, or the facts distorted.

~~B. The investigation of serious accidents will be coordinated by the Safety and Security Office, except for vehicular accidents which are the responsibility of the Operations Department. However, this participation in no way reduces the responsibilities of first line supervision. Indeed, the number of investigators and the time spent by each should, and will, increase in direct proportion to the seriousness of the accident. All of these investigators must rely heavily on the judgment of the supervisor, who not only knows best the conditions at the time of the accident, but will usually have the most accurate knowledge of the reliability of reports from the injured employee and witnesses.~~

#### ~~C. Responsibilities of the Department Supervisor:~~

- ~~1. After initiating care for the injured employee, take immediate action to eliminate any hazards which caused the accident or which the accident created. This may include shutting down equipment, cleaning up spilled materials, providing safety equipment to employees, changing operating procedures and any other act that will insure safety for all Omnitrans employees. Supervision is responsible for providing a safe place of work and must not delay in taking appropriate action.~~

~~Note: For extremely serious accidents a complete investigation must be conducted before clean up, repair, or return of equipment to service. (Protect the accident scene for investigators.)~~

- ~~2. For injuries or illness requiring a medical doctor's treatment, the Agency's Industrial Medical Clinic, after attending the injured employee, informs the Human Resources Director of the facts and extent of injury.~~
- ~~3. In the event of hospitalization of any Omnitrans employee, due to a job related injury or illness, the employee's Department Director, and Human Resources Director must be notified immediately, day or night. The Human Resources Director~~





## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 17 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

is responsible for ensuring that the CEO/General Manager is notified.

4. ~~The Department Supervisor or Director will complete the Employee's Report of Injury (Supervisor's Investigation Report), and forward it to the Human Resources Department and the Safety and Security Office within 8 hours of the accident, preferably before the end of the shift when:~~

- ~~a. An employee receives treatment (beyond first aid) by a doctor for a job-related injury or illness.~~
- ~~b. An employee is injured on the job and a strong possibility exists that injury will result in treatment by a doctor.~~
- ~~c. An accident occurs, and there is the possibility of legal action.~~
- ~~d. A "near-miss" accident or incident occurs that could have involved serious injury or does result in serious facility damage.~~
- ~~e. First aid injuries should be reported on the second page of this report.~~

~~Note: Accidents involving motor vehicles (as defined by the California Motor Vehicle Code) shall be reported on the "OmniTrans Accident/Incident Report" form in accordance with the Agency's Motor Vehicle Fleet Safety Program.~~

~~f. A report is requested by the Director of Human Resources or the Safety and Security Office.~~

5. ~~No later than 24 hours after the accident, provide the injured employee with the following: Forms can be obtained from the Human Resources Department.~~

- ~~a. Employee's Workers' Compensation Claim - DWC 1.~~
- ~~b. Receipt Form for DWC 1.~~

- ~~c. Employee Report of Injury Form(s).~~

- ~~(1) If the injury does not require treatment by a doctor, use the Employee First Aid Report Form, also Employee's Report of Injury, page 2.~~
- ~~(2) If the injury requires treatment by a doctor, use the **Employee's Report of Industrial Injury or Illness** - Form 5020~~

~~NOTE: Have injured employee complete, sign, and return form a, b, and e1 or e2.~~





## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 18 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

6. All employee injuries no matter how small must be reported to supervision. For minor injuries a First Aid Report must be completed and forwarded to the Safety and Security Office within eight (8) hours of the injury preferably before the end of the shift.
7. Return to work after an on-the-job injury, that required employee to be off work for recovery, must be approved by the Agency Industrial Medical Clinic. The supervisor is responsible for complying with any medical restrictions for the returned employee.

#### D. Human Resources Department

1. Ensure that the injured employee has received and acknowledged the receipt of the following:
  - a. Employee's Workers' Compensation Claim - DWC 1.
  - b. Receipt for DWC 1.
2. Ensure that the injured employee has been provided with a copy of the pamphlet, "**Workers' Compensation Insurance - Employee Rights and Responsibilities**" or "**Facts for Injured Workers.**" NOTE: Given at time of hire with follow-up provided by the third party administrator after an injury.
3. Ensure that the "Employee's Report of Injury and the Supervisor's Investigation Report" has been completed. Review for completeness and need for follow-up.
4. The Human Resources Department will ensure that the Employers First Report of Industrial Injury or Illness (Form 5020) has been completed and processed as required.
5. If an employee is hospitalized, a Human Resources Department representative will visit the injured employee at the hospital.

#### E. Serious Injury, Illness or Fatality

1. Any case involving serious injury, illness or death must be reported within 8 hours of the incident by telephone to the nearest CAL-OSHA Compliance Office at (909) 383-4321.
2. A serious injury or illness, for reporting purposes, includes any injury or illness which requires hospitalization in excess of 24 hours for other than observation, or which results in the loss of body part, or causes any serious degree of permanent disfigurement.
3. The Director of Human Resources, or the Safety & Regulatory Compliance Manager, or the Supervisor shall make the telephone call to CAL-OSHA including



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 19 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

the following information:

- a. Time and date of accident.
- b. Employer's name, address and telephone number.
- c. Name and job title of person reporting the accident.
- d. Address of site of accident or event.
- e. Name of person to contact at site of accident.
- f. Name and address of injured employee(s).
- g. Nature of injury.
- h. Location where injured employee(s) was (were) moved to.
- i. List and identity of other law enforcement agencies present at the site of the accident.
- j. Description of accident and whether the accident scene or instrumentality has been altered.

### **XI. Motor Vehicle Accident Reporting Procedures**

- A. All Omnitrans employees are required to report whenever an employee is involved in a collision with another vehicle, a person, an animal or an object and when a passenger is involved in an accident or incident on board, entering, or exiting the vehicle, or any situation that may potentially involve Omnitrans Property damage or personal injury.
- B. All Omnitrans employees are required to report whenever an employee witnesses an unusual incident or accident which takes place in the vicinity of any Omnitrans vehicle: any situation involving passengers and/or public altercations either on or near the Omnitrans vehicle or property.
  1. All accidents and incidents must be immediately reported verbally to their supervisor or a dispatcher giving the exact location of the accident and of any resulting injury.
  2. Whenever employees are involved in an accident or incident they are required to attempt to obtain witnesses. Ask courteously for names, addresses and telephone numbers.
  3. All accidents and incidents must be reported in writing on an "Omnitrans Accident/Incident Report" form available from supervisors and dispatchers before the end of their daily shift on the day of the occurrence.
  4. Security related incidents and/or altercations with passengers or the public on or near the Omnitrans vehicle or property will be reported to Omnitrans Security and Loss Prevention staff immediately by the supervisor or dispatcher.

Additional guidance may be obtained from Supervision and/or the Operations Department Fleet Safety & Training personnel.



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 20 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

## **XII. ~~OmniTrans Accident/Incident Review Committee~~**

- A. ~~OmniTrans is a member of the National Safety Council and has established a Motor Vehicle Fleet Safety Program in accordance with the guidelines published by that organization. The professional driving record of each employee is maintained in the files of the Human Resources Department. The OmniTrans Accident/Incident Review Committee meets on a regular basis to review and evaluate accidents/incidents/involving the Agency's fleet vehicles to determine preventability. These determinations are made available to the affected employee and are used to determine safe driving award eligibility or disciplinary action as appropriate.~~

## **XIII. ~~Disciplinary Policy and Procedure~~**

- A. ~~OmniTrans has developed a disciplinary policy to prevent unsafe acts and in response to CAL-OSHA requirements in accordance with the California Code of Regulations, Title 8, General Industry Safety Orders, Section 3203.~~
- B. ~~OmniTrans will make every reasonable effort to insure the safety and health of all employees in every situation. No employee will be required or knowingly permitted to work in an unsafe or unhealthful place, except for the purpose of making it safe and healthful and then only after proper precautions have been taken to protect the employee while doing such work.~~
- C. ~~Disciplinary measures shall be conducted in accordance with the established policy as outlined in the "OmniTrans Personnel Policy Manual", "OmniTrans Rules and Regulations and Codes of Performance", and applicable "Union/Association Memorandum(s) of Understanding" (latest editions).~~

## **XIV. Documentation and Record keeping**

- A. To assure that the Agency's Injury and Illness Prevention Program is being conscientiously administered in order to satisfy CAL-OSHA requirements, the following records are required to be maintained:
1. Records of the periodic inspections to identify unsafe conditions and unsafe work practices including:
    - a. Person(s) conducting the inspection.
    - b. The unsafe condition/practice identified.
    - c. Corrective action taken to prevent recurrence.
  2. Documentation of Safety, Health, and Environmental Compliance Training including:



## PERSONNEL POLICY MANUAL

POLICY 802 PAGE 21 Of 21

### SUBJECT

### Employee Injury and Illness Prevention Program

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

- a. Employee name or other identifier.
- b. Training date(s).
- c. Subject of training.
- d. Name of provider of the training.

NOTE: When specialized safety and health training is conducted, a Training Attendance Record should be completed to ensure all employees in attendance are given credit for the training.

NOTE: All training records are to be kept on file for a minimum of 3 years.

3. Documentation on a work related injury must be documented in the Injury and Illness Log OSHA 300, Supplementary Record OSHA 301 or in the Workers' Compensation report files as is appropriate. Include all medical treatment and follow-up accident investigation documentation.

- B. **Records of Steps to Implement and Maintain IIPP:** Omnitrans is a local governmental entity (any county, city, or district, and any public or quasi-public corporation or public agency therein, including any public entity, other than a state agency, that is a member of, or created by, a joint powers agreement) and therefore is not required to keep records concerning the steps taken to implement and maintain our IIP Program.



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 1 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

#### I. PURPOSE

To state Omnitrans' policy on Work Place and Transit System Security.

#### II. SCOPE

All Departments

#### III. PROCEDURE

- A. This formal Workplace and Transit System Security Program has been created in order to standardize all the various security and public safety policies and procedures into one effective, uniform program in compliance with the California Code of Regulations, Title 8 General Industry Safety Orders, Section 3203, Injury & Illness Prevention Program (IIPP), Federal Department of Homeland Security, Federal Transportation Security Administration (TSA) guidelines, policies and regulations. Crime and terrorism can have a substantial detrimental impact on public safety, transit system assets, personnel, and the operation of the transit system.

This Injury and Illness Prevention Program for Omnitrans is based on Cal OSHA model for a workplace with violence and security needs. Omnitrans has incorporated Cal OSHA's model IIP Program for Workplace Security which addresses the hazards known to be associated with the three major types of workplace violence. Omnitrans has incorporated specifically the Type II violent act or threat of violence by a recipient of a service provided by Omnitrans, such as a client, customer, and passenger sections.

- B. This IIPP workplace security program addresses the hazards known to be associated with the three types of work-place violence. However, it is important to keep in mind that a particular occupation or workplace may be subject to more than one type.

1. Type I workplace violence involves a violent act by an assailant with no legitimate relationship to the work-place who enters the workplace to commit a robbery or other criminal act.

In California, the majority of fatal workplace assaults involve a person entering a small late-night retail establishment, e.g., liquor store, gas station or a convenience food store, to commit a robbery. During the commission of the robbery, a worker, or more likely, the proprietor, is killed or injured.

Workers or proprietors who have face-to-face contact and exchange money with the public, who work late at night and into the early morning hours, and who often work alone or in very small numbers are at greatest risk of a Type I event. While the assailant may pretend to be a customer as a pretext to enter



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 2 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

the establishment, he or she has no legitimate relationship to the workplace.

Retail robberies resulting in workplace assaults usually occur between late night and early morning hours and are most often armed robberies. In addition to workers who are classified as cashiers, many victims of late night retail violence are supervisors or proprietors who are attacked while locking up their establishment for the night or janitors who are assaulted while cleaning the establishment after it is closed.

Other occupations/workplaces may be at risk of a Type I event. For instance, assaults on taxicab drivers also involve a pattern similar to retail robberies. The attack is likely to involve an assailant pretending to be a bona fide passenger during the late night or early morning hours who enters the taxicab to rob the driver of his or her fare receipts. Type I events also involve assaults on security officers. It is known that security officers are at risk of assault when protecting valuable property that is the object of an armed robbery.

2. Type II involves a violent act or threat of violence by a recipient of a service provided by the Agency, such as a client, customer, or passenger. A Type II workplace violence event involves an assault or threat by someone who is either the recipient or the object of a service provided by the affected workplace or the victim. Type II events involve fatal or nonfatal injuries to individuals who provide services to the public. These events chiefly involve assaults on public safety and correctional personnel, municipal bus or railway drivers, health care and social service providers, teachers, sales personnel, and other public or private service sector workers who provide professional, public safety, administrative or business services to the public.

Law enforcement personnel are at risk of assault from the "object" of public safety services (suspicious persons, detainees, or arrestees) when making arrests, conducting drug raids, responding to calls involving robberies or domestic disputes, serving warrants and eviction notices and investigating suspicious vehicles. Similarly, correctional personnel are at risk of assault while guarding and transporting jail or prison inmates.

Of increasing concern, though, are Type II events involving assaults to the following types of service providers:

- (1) Medical care providers in acute care hospitals, long-term care facilities, outpatient clinics and home health agencies;
- (2) Mental health and psychiatric care providers in inpatient facilities, outpatient clinics, residential sites and home health agencies;



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 3 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

(3) Alcohol and drug treatment providers;

(4) Social welfare providers in unemployment offices, welfare eligibility offices, homeless shelters, probation offices and child welfare agencies;

(5) Teaching, administrative and support staff in schools where students have a history of violent behavior; and

(6) Other types of service providers, e.g., justice system personnel, customer service representatives and delivery personnel.

Unlike Type I events which often represent irregular occurrences in the life of any particular at-risk establishment, Type II events occur on a daily basis in many service establishments, and therefore represent a more pervasive risk for many service providers.

OmniTrans is a municipal bus service provider captured in the Type II category provided by Cal OSHA.

3. A Type III workplace violence event consists of an assault by an individual who has some employment-related involvement with the workplace. A Type III event usually involves a threat of violence, or a physical act of violence resulting in a fatal or nonfatal injury, by a current or former worker, supervisor or manager; a current or former spouse or lover; a relative or friend; or some other person who has a dispute involving a worker of the workplace.

~~Type III involves a violent act or threat of violence by a current or former employee, supervisor or manager, or another person who has some employment-related involvement with the Agency, such as an employee's spouse or lover, and employee's relative or friend, or another person who has a dispute with one of our employees.~~

Available data indicates that a Type III event is not associated with a specific type of workplace or occupation. Any workplace can be at risk of a Type III event. However, Type III events account for a much smaller proportion of fatal workplace injuries than Types I and II. Nevertheless, Type III fatalities often attract significant media attention and are perceived as much more common than they actually are.

- C. This program is a core element of the Agency focused on minimizing the risk associated with intentional acts against employees, passengers, and equipment/facilities. It is designed to reduce direct and indirect costs of damage and crimes against the transit system, while improving system performance, service, and efficiency.



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 4 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

#### IV. PROGRAM AUTHORITY

- A. The Omnitrans Loss Prevention & Security Supervisor under the direction of the Safety & Regulatory Compliance Director Manager has the responsibility for the implementation and administration of the Workplace and Transit System Security Program.
- B. ~~The Safety & Regulatory Compliance Manager, under the direction of the CEO/General Manager or designee, has the authority and responsibility for implementing the provisions of this program for Omnitrans.~~
- C. The CEO/General Manager, under the direction of the Board of Directors, has the responsibility and authority to make substantive changes in the program.
- D. All directors, managers, and supervisors are responsible for implementing and maintaining this Security Program in their work areas and for answering employee questions about the Security Program. A copy of this IIP Workplace Security Program is available to each employee.

#### V. RESPONSIBILITIES RESPONSIBILITY & COMPLIANCE

##### A. RESPONSIBILITY

The Injury and Illness Prevention Program (IIP Program) administrator, CEO/General Manager and his or her designated employee(s) have the authority and responsibility for implementing the provisions of this program for Omnitrans.

All directors, managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program.

##### B. COMPLIANCE

- A. Omnitrans has established the following policy to ensure compliance with Agency rules on workplace security.
  - 1. Omnitrans' Management is committed to responsible for ensuring that all safety, & security and health, and workplace & transit system security policies and procedures are clearly communicated, understood, and complied with by all employees. Directors, managers and supervisors are expected to enforce the rules fairly and uniformly.
  - 2. All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.
  - 3. Our Omnitrans system of ensuring that all employees, including





## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 5 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~supervisors, managers, and directors comply with work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace,~~ the rules and maintain a safe work environment include:

- a. ~~Informing employees, supervisors, managers, and directors of the provisions of the IIP Program for Workplace Security.~~
- b. ~~Evaluating the performance of all employees in complying with the Agency's workplace security measures.~~
- c. ~~Recognizing individual employees whose work practices demonstrate safe first approach, while having a security mindset and encourage fellow employees to generate a healthful workplace; perform work practices which promote security in the workplace.~~
- d. ~~Providing training and/or counseling to employees whose safety or security performance is deficient; in complying with work practices designed to ensure workplace security.~~
- e. ~~Disciplining employees for failures to comply with workplace security safe, secure and healthful work practices.~~ and
- f. The following practices assist with maintaining compliance ensure employee compliance with workplace security directives, policies and procedures:
  - (1) Security awareness training included in the new employee orientation program.
  - (2) Periodic security awareness refresher training for Agency employees.
  - (3) Periodic posting of bulletins and notices of criminal activities that might affect transit operations, when received from local, state, and federal law enforcement agencies.

## VI. SECURITY AWARENESS COMMUNICATION

- A. Omnitrans recognizes that ~~to maintain a safe, healthy and secure workplace we must have open, two-way communication between all employees, including directors, managers, and supervisors, on all management and staff on workplace safety, health and security issues is essential to an injury-free, productive workplace.~~ Omnitrans has a The following system of communication system is designed to encourage facilitate a continuous flow of safety, health and security information between management and staff our employees without fear of reprisal and in a form that is readily understandable. The Agency's communication system and consists of the following items:



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 6 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

1. New employee orientation including a discussion of safety, security and health policies and procedures; ~~on the Agency's workplace & transit system security policies, procedures and work practices.~~
2. Periodic review of the Security IIP Program; ~~with all personnel.~~
3. ~~Workplace safety, security, and health Ttraining programs; designed to address specific aspects of security unique to Public Mass Transit, Public Safety, and Customer Relations Activities.~~
4. Regularly scheduled department safety and security meetings that include workplace security discussions;.
5. Effective communication of safety, security and health concerns between employees and Directors, Managers and Supervisors, including translation where appropriate;
6. 5- Posted or distributed workplace safety and security information- ;
7. A system for employees to anonymously inform management about workplace security hazards; ~~or threats of violence.~~
8. An employee/management safety and health committee under the name of Safety and Security Coordinator that meets regularly, prepares written records of the safety and health committees meetings, reviews results of the periodic scheduled inspections, reviews investigations of accidents and exposures and makes suggestions to management for the prevention of future incidents, reviews investigations of alleged hazardous conditions, and submits recommendations to assist in the evaluation of employee safety suggestions;
- 7- 9. Procedures for protecting employees who report threats from retaliation for making the report.
8. 10. Addressing security issues at Agency management staff meetings.
- 9- 11. Liaison with local law enforcement agencies to share local criminal activity intelligence information that pertains to or might affect transit operations in the region.

### VII. ~~WORK PLACE VIOLENCE PREVENTION DEFINITIONS~~

- A. ~~Workplace Violence – The circumstances associated with workplace violence in California can be divided into three major types (These are California Specific Type Codes developed by Cal/OSHA). However, it is important to keep in mind that a particular occupation or workplace may be subject to more than one type.~~



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 7 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

1. ~~Type I – In California, the majority of fatal workplace assaults involve a person entering a small late-night retail establishment. During the commission of the robbery, an employee, or more likely, the supervisor, is killed or injured.~~
  - a. ~~Employees who have face-to-face contact and exchange money with the public, who work late at night and into the early morning hours, and who often work alone or in very small numbers are at greatest risk of a Type I event. While the assailant may pretend to be a customer as a pretext to enter the establishment, he or she has no legitimate relationship to the workplace.~~
  - b. ~~Robberies resulting in workplace assaults usually occur between late night and early morning hours and are most often armed robberies. In addition to employees who are classified as cashiers, many victims of late night retail violence are supervisors who are attacked while locking up their establishment for the night or janitors who are assaulted while cleaning the establishment after it is closed.~~
  - c. ~~Other occupations/workplaces may be at risk of a Type I event. For instance, assaults on Taxicab drivers also involve a pattern similar to retail robberies. The attack is likely to involve an assailant pretending to be a passenger during the late night or early morning hours who enters the taxicab to rob the driver of his or her fare receipts. Type I events also involve assaults on security guards. It has been known for some time that security guards are at risk of assault when protecting valuable property that is the object of an armed robbery.~~
2. ~~Type II – A Type II workplace violence event involves an assault or threat by someone who is either the recipient or the object of a service provided by the affected workplace or the victim.~~
  - a. ~~Type II events involve fatal or nonfatal injuries to individuals who provide services to the public. These events chiefly involve assaults on public safety and correctional personnel, municipal bus or railway drivers, health care and social service providers, teachers, sales personnel, and other public or private service sector employees who provide professional, public safety, administrative or business services to the public.~~
  - b. ~~Of increasing concern, though, are Type II events involving assaults to service providers, e.g., customer service representatives and delivery personnel.~~
  - c. ~~Unlike Type I events which often represent irregular occurrences in the life of any particular at-risk establishment, Type II events occur on~~



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 8 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

a daily basis in many service establishments, and therefore represent a more pervasive risk for many service providers.

3. ~~Type III – A Type III workplace violence event consists of an assault by an individual who has some employment-related involvement with the workplace. A Type III event usually involves a threat of violence, or a physical act of violence resulting in a fatal or nonfatal injury, by a current or former employee, member of management; a current or former spouse or lover; a relative or friend; or some other person who has a dispute involving an employee of the workplace.~~

- a. ~~Available data indicates that a Type III event is not associated with a specific type of workplace or occupation. Any workplace can be at risk of a Type III event. However, Type III events account for a much smaller proportion of fatal workplace injuries than Types I and II. Nevertheless, Type III fatalities often attract significant media attention and are perceived as much more common than they actually are.~~

## VIII. HAZARD ASSESSMENT

- A. ~~OmniTrans will be performing workplace hazard assessments for workplace security in the form of periodic inspections. Periodic inspections to identify and evaluate workplace security hazards and threats of work place violence are performed by the Department Director, Manager, Supervisor, or the Loss Prevention & Security Supervisor. shall be performed by competent observer(s) in all areas within our workplace as specified in the Safety & Security Procedures, and at the direction of Department Directors, Managers, or Supervisors.~~

- B. Periodic inspections are performed according to the following schedule:

1. Quarterly Safety and Security inspections: Safety & Regulatory Compliance Specialist and Loss Prevention & Security Supervisor; ~~as part of the Quarterly Facility Safety Inspection Program.~~
2. When the Workplace & Transit System Security Program was initially established;
3. When new, previously unidentified security hazards are recognized;
4. When ~~crime-related~~ occupational injuries or threats of injury occur; and
5. Whenever workplace & Transit System Security conditions warrant an inspection.

- C. Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of Attachment (A)-Hazard Assessment Checklist and any other effective methods to identify and evaluate workplace hazards or



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 9 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~violence.~~ for Type I workplace security hazards include assessing:

- ~~1. The exterior and interior of the workplace for its attractiveness to robbers.~~
- ~~2. The need for security surveillance measures, such as mirrors or cameras.~~
- ~~3. Posting of signs notifying the public that limited cash is kept on the premises.~~
- ~~4. Procedures for employee response during a robbery or other criminal or threatening act.~~
- ~~5. Procedures for reporting suspicious persons or activities.~~
- ~~6. Posting of emergency telephone numbers for law enforcement, fire and medical services where employees have access to a telephone with an outside line.~~
- ~~7. Limiting the amount of cash on hand and using time access safes for large bills.~~

~~D. Inspections for Type II workplace security hazards include assessing:~~

- ~~1. Access to, and freedom of movement within, the workplace.~~
- ~~2. Adequacy of workplace security systems, such as door locks, security windows, physical barriers and restraint systems.~~
- ~~3. Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our Agency.~~
- ~~4. Employees' skill in safely handling threatening or hostile service recipients.~~
- ~~5. Effectiveness of systems and procedures to warn others of a security danger or to summon assistance, e.g., alarms or panic buttons.~~
- ~~6. The use of work practices such as "buddy" systems for specific emergency events.~~
- ~~7. The availability of employee escape routes.~~
- ~~8. Effectiveness of mutual aid and emergency response by local law enforcement agencies to criminal activity and threatening acts against the Agency and Agency personnel.~~

~~E. Inspections for Type III workplace security hazards include assessing:~~



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 10 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

- ~~1. How well the Agency's anti-violence policy has been communicated to employees, supervisors, managers, or directors.~~
- ~~2. How well the Agency's management and employees communicate with each other.~~
- ~~3. The Agency's employee's, supervisors', managers', and director's knowledge of the warning signs/ symptoms of potential workplace violence.~~
- ~~4. Access to, and freedom of movement within, the work place by non-employees, recently discharged employees, or persons with whom one of the Agency's employees is having a dispute.~~
- ~~5. Frequency and severity of employee reports of threats of physical or verbal abuse by directors, managers, supervisors, or other employees.~~
- ~~6. Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.~~
- ~~7. Employee disciplinary and discharge procedures.~~

### ~~IX.~~ VIII. ACCIDENT/EXPOSURE/WORKPLACE VIOLENCE INVESTIGATIONS

- A. Omnitrans has established the following policy for investigating incidents of workplace & transit system violence. Investigations are the responsibility of the Agency's Safety & Security Department section.
- B. The procedures for investigating workplace accidents, ~~incidents of workplace violence, which includes threats and physical injury,~~ and hazardous substance exposures include:
  1. Reviewing all relative previous incidents;
  2. Visiting the scene of an incident as soon as possible;
  3. Interviewing threatened or injured employees and witnesses;
  4. Examining the workplace for security risk factors associated with the ~~incident~~, accident/exposure, and/or security risk, including any previous reports of inappropriate behavior by the perpetrator;
  5. Determining the cause of the accident/exposure or incident;
  6. Taking corrective action to prevent the accident/exposure or incident from recurring; and
  7. Recording the findings and corrective actions taken ~~to the Agency's incident report file.~~

### IX. HAZARD CORRECTION



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 11 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

- A. ~~Hazards which threaten the security of employees shall be corrected in a timely manner based on severity when they are first observed or discovered.~~

Unsafe, unsecured or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered;
2. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection;
3. All such actions taken and dates they are completed shall be documented on the appropriate forms. (Routine spill clear ups and routine trip hazards found in the maintenance shop will not require documentation unless it is decided by management that documentation is to be made of the incident);
4. Utilizing surveillance measures, such as cameras or mirrors, to provide information as to what is going on outside and inside the workplace;
5. Procedures for the reporting of suspicious persons or activities;
6. Posting of emergency telephone numbers for on-site security, law enforcement, fire and medical services where workers have access to a telephone with an outside line;
7. Workers, supervisors, and management training on emergency action procedures;
8. Controlling access to the workplace and freedom of movement within it, consistent with business necessity;
9. Providing worker training in recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of Omnitrans;
10. Placing effective systems to warn others of a security danger or to summon assistance, e.g., alarms or panic buttons; and
11. Ensuring adequate worker escape routes when available.

- B. ~~Corrective measures for Type I workplace security hazards can include:~~

1. ~~Making the workplace unattractive to robbers.~~
2. ~~Utilizing surveillance measures, such as cameras or mirrors, to provide information as to what is going on outside and inside the workplace.~~
3. ~~Procedures for reporting suspicious persons or activities.~~
4. ~~Posting of signs notifying the public that limited cash is kept on the premises.~~





## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 12 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

5. ~~Posting of emergency telephone numbers for law enforcement, fire and medical services where employees have access to a telephone with an outside line.~~

6. ~~Limiting the amount of cash on hand and using time access safes for large bills.~~

7. ~~Employee, supervisor and management training on emergency action procedures.~~

C. ~~Corrective measures for Type II workplace security hazards can include:~~

-

1. ~~Controlling access to the workplace and freedom of movement within it, consistent with business necessity.~~

2. ~~Ensuring the adequacy of workplace security systems, such as door locks, security windows, physical barriers and restraint systems.~~

3. ~~Providing worker training in recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients or customers.~~

4. ~~Placing effective systems to warn others of a security danger or to summon assistance, e.g., alarms or panic buttons.~~

5. ~~Providing procedures for a "buddy" system for specified emergency events.~~

6. ~~Ensuring adequate worker escape routes.~~

-

D. ~~Corrective measures for Type III workplace security hazards can include:~~

1. ~~Effectively communicating our establishment's anti-violence policy to all employees, supervisors, managers, or directors.~~

2. ~~Improving how well our establishment's management and employees communicate with each other.~~

3. ~~Increasing awareness by employees, supervisors, managers, and directors of the warning signs of potential workplace violence.~~

4. ~~Controlling access to, and freedom of movement within, the workplace by non-employees, including recently discharged employees or persons with whom one of the Agency's employees is having a dispute.~~

5. ~~Providing counseling to employees, supervisors, managers, or directors~~





## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 13 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

~~who exhibit behavior that represents strain or pressure which may lead to physical or verbal abuse of co-employees.~~

- ~~6. Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation for reporting the incident.~~
- ~~7. Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.~~

### XI. TRAINING AND INSTRUCTION

A. Omnitrans has established the following ~~policy on~~ for training all employees with respect to workplace & transit system security. :

B. All employees, including directors, managers, and supervisors, shall have training and instruction on general and job-specific ~~workplace safety, security and health practices~~. Training and instruction shall be provided as follows: ~~when the Workplace & Transit System Security Program is first established and periodically thereafter. Training shall also be provided to all new employees and to other employees for whom training has not previously been provided and to all employees, supervisors, managers, and directors given new job assignments for which specific workplace security training for that job assignment has not previously been provided. Additional training and instruction will be provided to all personnel whenever the employer is made aware of new or previously unrecognized security hazards.~~

1. When the IIP Program is first established;
2. To all new employees;
3. To all employees given new job assignments for which training has not been previously provided;
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
5. Whenever the employer is made aware of a new or previously unrecognized hazard;
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
7. To all employees with respect to hazards specific to each employee's job assignment.

B. ~~General workplace & transit system security~~ Training and instruction specific to security and workplace violence shall be provided as follows ~~includes, but is not limited to, the following:~~

1. Explanation of the IIP Program for Workplace Security ~~Workplace & Transit System Security Program~~ including measures for reporting any violent acts or threats of violence. ;



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 14 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

2. Recognition of workplace security hazards including the risk factors associated with the three types of workplace violence- ;
  3. Measures to prevent workplace violence, including procedures for reporting workplace security hazards or threats to directors, managers, and supervisors- ;
  4. Ways to defuse hostile or threatening situations- ;
  5. Measures to summon others for assistance- ;
  6. Employee routes of escape- ;
  7. Notification of law enforcement authorities when a criminal act may have occurred- ;
  8. Emergency medical care provided in the event of any violent act upon an employee; and
  9. Post-event trauma counseling for those employees desiring such assistance.
- C. In addition, Omnitrans provides specific instructions to all employees regarding workplace security hazards unique to their job assignment, to the extent that such information was not already covered in other training. Additional training and instruction will be provided to all personnel whenever the employer is made aware of new or previously unrecognized security hazards.
- ~~D. Omnitrans has chosen the following Type I training and instruction for directors, managers, supervisors, and employees:~~
- ~~1. Crime awareness.~~
  - ~~2. Location and operation of alarm systems.~~
  - ~~3. Communication procedures.~~
  - ~~4. Proper work practices for specific workplace activities, occupations or assignments, such as late night coach operations, and field supervisors.~~
- ~~E.~~ D. Omnitrans has chosen the following items for Type II training and instruction for directors, managers, supervisors, and employees:
- ~~1. Self-protection~~
  2. 1. Dealing with angry, hostile or threatening individuals- ;



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 15 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

3. ~~2.~~ Location, operation, care, and maintenance of alarm systems and other protective devices;

4. ~~3.~~ Communication procedures; and

5. ~~Determination of when to use the "buddy" system or other assistance from co-employees.~~

6. ~~4.~~ Awareness of indicators that lead to violent acts by service recipients.

F. E. Workplace safety and health training practices for all industries include, but are not limited to, the following:

1. Explanation of the employer's IIP Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, and injuries;

2. Use of appropriate clothing, including gloves, footwear, and personal protective equipment;

3. Information about chemical hazards to which employees could be exposed and other hazard communication program information;

4. Availability of toilet, hand-washing and drinking water facilities; and

5. Provisions for medical services and first aid including emergency procedures.

~~OmniTrans has chosen the following Type III training and instruction for directors, managers, supervisors, and employees:~~

1. ~~Pre-employment screening practices.~~

2. ~~Employee Assistance Programs.~~

3. ~~Awareness of situational indicators that lead to violent acts.~~

4. ~~Managing with respect and consideration for employee well-being.~~

5. ~~Review of anti-violence policy and procedures.~~

### XIII. RECORDKEEPING

A. **Inspections:** Records of Workplace & Transit System Security inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe conditions and work practices, are recorded on a quarterly facility inspection report.

B. **Training:** Documentation of security training for each employee, including the



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 16 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

employee's name or other identifier, training dates, type(s) of training, and training providers.

- C. **Record Retention:** Inspection records and training documentation are maintained according to the following checked schedule:

1. For three years, except for training records of an employee who has worked for less than one year which are provided to the employee upon termination of employment.

- D. **Records of Steps to Implement and Maintain IIPP:** Omnitrans is a local governmental entity (any county, city, or district, and any public or quasi-public corporation or public agency therein, including any public entity, other than a state agency, that is a member of, or created by, a joint powers agreement) and therefore is not required to keep records concerning the steps taken to implement and maintain our IIP Program.

## **XIV. TRANSIT BUS SYSTEM SECURITY ORGANIZATIONAL ELEMENTS**

### A. Facility Security Program

1. Physical security at all Agency facilities is provided by the Agency's Safety & Security section. This security force is comprised of civilian security officers, non-sworn and compensated Agency staff personnel.
2. Electronic surveillance cameras and door/gate access control systems are provided for external perimeter and critical area monitoring.
  - a. Electronic security systems are operated by the Safety & Security Office and/or contracted security service.
  - b. The repair and servicing is shared by the Safety & Security Office, and the Information Technology organization due to the interface of the systems with the Agency's LAN/WAN system.
3. All employees and visitors are required to wear Agency issued identification badges at all times while at facilities.

### B. Transit Bus System Security Program

1. A cooperative program between the Agency and local law enforcement provides for rapid response to incidents onboard Transit System Buses. This response force is comprised of sworn and commissioned law enforcement officers.
2. Surveillance cameras and silent alarm systems have been installed on



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 17 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

each transit bus.

#### ~~G. Bus System Safety & Security Plan~~

- ~~1. The Agency's Bus System Security Plan has been formulated from the Federal Transit Administration (FTA) Memorandum of Agreement with the Transportation Security Administration (TSA) guidelines issued from the Department of Homeland Security.~~
- ~~2. Additional, guidelines and guidance have been obtained from the American Public Transportation Association, Bus System Safety Committee.~~
- ~~3. The Safety & Regulatory Compliance Manager acts as the Agency's functional Chief of Public Safety under the Plan, with the primary responsibility for the management of the Agency's Bus System Safety & Security Plan and Security Audit & Inspection activities under FTA/TSA guidelines.~~
- ~~4. The Loss Prevention & Security Supervisor acts as the Agency's functional Deputy Chief of Public Safety under the Plan and has the primary responsibility for the law enforcement liaison function and coordination of emergency management operations under the California Standardized Emergency Management System..~~
- ~~5. The basic philosophy of the Bus System Security Plan is to provide a system that cultivates a culture that minimizes or prevents incidents of criminal behavior, reduces fear, and improves the quality of life for employees and customers of the transit system. It is also responsible for providing the means to affect or respond to adverse behavior and to produce positive results.~~

#### ~~D. Crime Prevention through Environmental Design (CPTED)~~

- ~~1. In accordance with the guidelines from the FTA and TSA, all new construction projects and existing facilities will undergo a review by the Agency's Safety & Security Staff to ensure that the principals of CPTED have been implemented in the project. Existing facilities will undergo a CPTED review and upgrades and modifications implemented in a timely fashion to ensure regulatory compliance. The CPTED review must be documented and kept on file with the project's contract documentation.~~

#### ~~E. System Security & Emergency Preparedness Committee~~

- ~~1. Shall provide a forum for the discussion and review of security programs, plans, and activities. The committee will provide key senior and middle management personnel the opportunity to meet, share, and obtain~~



## PERSONNEL POLICY MANUAL

POLICY 803 PAGE 18 OF 18

### SUBJECT

### Work Place and Transit System Security

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

DATE: April 7, 2010

concurrence for various security ideas, concepts, and issues.

2. ~~The committee will also act as the Agency's Critical Response Crisis Management Team. This team will convene for work place violence or other emergency situations requiring advice on security aspects of contemplated actions and/or inactions. When this team is convened additional individuals such as the Employee Relations Manager, legal counsel, and the Agency's Public Information Officer may be called to the meeting.~~

#### F. Information Security Steering Committee

1. ~~This committee will be formed and chaired by the Director of Information Technology on an ad hoc basis, and will be responsible for oversight of cyber security, and electronic information systems security programs at the Agency.~~

#### G. Security Reporting Requirements

1. ~~A monthly report of transit related accidents, incidents, and adverse activity against the transit system is to be filed through the automated National Transit Data Base (NTD), Form 405.~~
2. ~~Transit systems incident reports and physical evidence are provided to local law enforcement.~~
3. ~~Additional reporting may be required to the National Incident Based Reporting System (NIBRS), and Federal Bureau of Investigation Uniform Crime Report (UCR) when requested by FTA/TSA.~~

ITEM # E17

**RESOLUTION #271-14**

**AUTHORIZATION FOR THE EXECUTION OF THE  
CERTIFICATIONS AND ASSURANCES FOR THE  
PUBLIC TRANSPORTATION MODERNIZATION,  
IMPROVEMENT, AND SERVICE ENHANCEMENT  
ACCOUNT BOND PROGRAM**

**WHEREAS, OMNITRANS** is an eligible project sponsor and may receive state funding from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

**WHEREAS,** the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS,** Senate Bill 88 (2007) named the Department of Transportation (Department) as the administrative agency for the PTMISEA; and

**WHEREAS,** the Department has developed guidelines for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

**WHEREAS, OMNITRANS** wishes to delegate authorization to execute these documents and any amendments thereto to the Interim Chief Executive Officer/General Manager.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of **OMNITRANS** that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all PTMISEA funded transit projects.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Interim Chief Executive Officer/General Manager be authorized to execute all required documents of the PTMISEA program and any Amendments thereto with the California Department of Transportation.

**I HEREBY CERTIFY** that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on the 5<sup>th</sup> day of February 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

---

Alan D. Wapner, Chair  
Omnitrans Board of Directors

---

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

Approved as to form:

---

Carol Greene  
Legal Counsel for Omnitrans



# MASS TRANSIT

## Wednesday, January 08, 2014

ITEM # E18



### CA: Omnitrans, Teamsters Agree to 3-Year Contract

SOURCE: OMNITRANS

CREATED: JANUARY 8, 2014

*Wage freeze will end in 2014*

Teamsters employees at Omnitrans will see their first wage increase in six years next July, when a 2.5% raise will kick in, under terms of a new 3-year agreement. The following year wages will increase 2.75 percent. Agency contributions to employee benefits will also rise.

Teamsters Union Local 166 represents approximately 126 Omnitrans employees in the maintenance and administrative support units. Teamsters members voted to approve the new contract terms in December and the Omnitrans Board of Directors ratified the contract at their Jan. 8, meeting. The prior contract expired on June 30, 2013.

#### SUMMARY OF CONTRACT TERMS

##### Year 1: July 1, 2013- June 30, 2014

- Wages: 0 percent
- Benefit Allowance: \$70.00/month increase (effective January 2014)
- Stipend: \$500

##### Year 2: July 1, 2014 - June 30, 2015

- Wages: 2.5 percent increase
- Benefit Allowance: \$55.00/month increase (effective September 2014)

##### Year 3: July 1, 2015 - June 30, 2016

- Wages: 2.75 percent
- Benefit Allowance: \$50.00/month increase (effective September 2015)

The contract also sets caps on the amount of benefit allowance money that can go into an employee deferred compensation account, if any funds are available after all benefits are paid. The cap will be \$250 per month the first year, \$225 per month the second year and \$200 per month the third year.

“Our Teamsters employees demonstrated their commitment to Omnitrans and Omnitrans riders, by partnering with us to control costs during bad economic times,” said Omnitrans Interim CEO/General Manager Scott Graham. “We are pleased to be able end the wage freeze plus help offset the ever-increasing cost of healthcare through benefit contribution increases.”

Omnitrans Teamsters employees have not had a wage increase since July 2008 and have not had their benefit allowance increased since September 2010.



# SBX ON PACE FOR APRIL OPENING



RACHEL LUNA — STAFF PHOTOGRAPHER

Traffic drives by construction on the SBX rapid transit bus project near Court and E streets in San Bernardino on Wednesday. Construction on the project from north San Bernardino to Loma Linda is scheduled to be finished in April.

**By Ryan Hagen**

ryan.hagen@langnews.com  
@sbcitynow on Twitter

SBX is on budget and on schedule to shuttle riders along 16 stops from north of Cal State San Bernardino to east of Loma Linda University beginning in late April, project managers said Wednesday at the bus rapid transit system's final progress meeting.

After more than two years of construction, workers have installed trash cans, benches and signs indicating the station and direction of travel — toward the Jerry L. Pettis Memorial Veterans Medical Center in Loma Linda in the south or near the intersection of Palm Avenue and Kendall Drive in San Bernardino in the north — and final touches as the project moves into a testing phase, said Chuck Williams, project manager of Jacobs Construction, a contractor for the project.

The 15.7-mile bus rapid transit  
**TRANSIT » PAGE 4**



Workers continue construction on the SBX rapid transit bus project near Rialto Avenue and E Street in San Bernardino on Wednesday. The 15.7-mile bus rapid transit route is the first of its kind in the Inland Empire.



## Transit

FROM PAGE 1

route — rapid because of frequency and dedicated lanes to avoid traffic, not because buses drive any faster than usual — is the first of its kind in the Inland Empire.

It has been touted as a boon for transit-oriented development and allowing residents, customers and students to move along the corridor going down San Bernardino's E Street and Hospitality Lane into Loma Linda.

It has also been divisive, a divide that was reflected at Tuesday's forum between mayoral candidates Wendy McCammack and Carey Davis.

"\$12 million of your money was used on SBX," McCammack said during the debate, just one criticism among many she has long had for the project.

The truth of her statement depends on the definition of "your money" — the \$192 million project is funded mostly by federal

sources, with almost \$5.5 million coming from county taxpayers through Measure I, a half-cent sales tax that dedicated part of its funds to express bus and rapid transit. The equivalent of 4 percent of the cost — about \$2 million — is contributed by the cities of Loma Linda and San Bernardino through in-kind contributions such as permit fee waivers, use of facilities and parking spaces.

Those resources could be used for other purposes in a struggling city, McCammack said. She also criticized details of the project such as having passengers enter buses in center lanes and the extensive construction in early phases, which she said forced several businesses to close.

"It's another example of how we need to focus on doing little things right before we do the big things," McCammack said.

Davis said the bus line looks like a great opportunity for the city, and he was excited to see it progress.

As for business losses, he said there may have been some caused by construc-

tion, but he recently was at a business that opened along the corridor during construction.

"Long term it looks like it will be a benefit," he said.

Part of the SBX bus line includes a dedicated traffic lane to ensure that during peak hours buses come every 10 minutes, and in those areas people do embark from that center lane, but there are signals and a crosswalk to ensure safety, said project spokesman David Rutherford.

"It's no different from the way a streetcar would operate or a light rail in an urban environment," he said.

Rutherford said Omnitrans had done everything it could to minimize inconvenience during construction.

"We know that there were several businesses that closed on the corridor during the construction phase," he said. "I can't say for sure whether we were the sole cause of that, but I do know we worked very hard to make sure their businesses were accessible and the street was accessible during construction."

## **THE PRESS ENTERPRISE**

**TRANSPORTATION:** Fast buses in Inland Empire's future



STAN LIM/STAFF PHOTOGRAPHER

A pedestrian walks past a new bus stop in the center lane of E Street in San Bernardino.

**BY DAVID OLSON**

**STAFF WRITER**

**January 10, 2014; 08:46 PM**

Construction is nearly finished on a \$191.7 million bus rapid-transit line in San Bernardino that will carry with it the hope of an economic boost to a beleaguered city and the potential to be the first leg of a multi-county network.

The project, dubbed sbX, will offer speedy trips on high-tech buses, along with platforms and ticket machines similar to those found on rail systems.

The goal is to coax more residents out of their cars and streamline public-transit service that thousands of people rely on.

Omnitrans, the sbX line's operator, and the Riverside Transit Agency are looking at several other potential bus-rapid-transit routes that would be part of an extensive system to be developed over the next few decades. It would allow Inland residents to ride fast buses to Metrolink stations and to a planned rail line from San Bernardino to Redlands.

San Bernardino County Supervisor Janice Rutherford, an Omnitrans board member, said she and other officials will be carefully watching whether sbX succeeds.

"If ... sbX fails, it will be incredibly difficult to convince decision-makers to fund future" bus rapid transit lines in San Bernardino County, she said.

The 15.7-mile sbX will run from north of Cal State San Bernardino to Loma Linda University and the nearby Veterans Administration hospital and clinics.

About a third of the route has bus-only lanes, and there will be an average of one stop every mile. That, along with signals from the buses to turn traffic lights green, will cut travel time from Cal State to the VA hospital from 64 minutes on a regular bus to 39 minutes. Buses will pick up passengers at stations every 10 to 15 minutes.

"People are willing to consider (public) transit if it's convenient," said Wendy Williams, spokeswoman for Omnitrans.

The line is expected to launch at the end of April. One of the San Bernardino stops will become part of a transit center, scheduled to open next year when Metrolink rail service is extended into the city center.

#### NATIONAL TREND

The sbX line, funded mostly with federal money, is the first of its kind in the Inland area. But bus rapid transit is one of the hottest trends in public transportation, primarily because it's far cheaper than rail.

In the United States, at least 50 systems are operating, under construction or in the planning stages, said Dennis Hinebaugh, director of the federally funded National Bus Rapid Transit Institute, which does research and provides technical assistance to bus systems.

"Every medium to large city either has it or is considering it," Hinebaugh said.

One of the best, he said, is the Metro Orange Line in Los Angeles' San Fernando Valley. The 14-mile line — later expanded to 18 miles — attracted three times as many weekday passengers in the year after its 2005 inauguration as had been projected and today serves nearly 30,000 passengers on a typical weekday, Metro spokeswoman Anna Chen said.

In Cleveland, a bus rapid-transit system that debuted in 2008 helped spur \$5.8 billion in economic investment, according to a September report from the New York-based Institute for

Transportation and Development Policy. Other cities also saw hundreds of millions of dollars in economic development linked to bus rapid transit.

The bus line is the latest effort by San Bernardino to reverse a decline that led to a bankruptcy declaration. The city's crime and poverty rates are among the state's highest.

San Bernardino Mayor Pat Morris, one of sbX's most enthusiastic supporters, predicted the project would lead to the construction of housing, stores and offices near bus platforms.

In 2012, the city approved transit overlay districts for 13 stations. The designation allows residential and retail development but bars car washes, auto sales, service stations and other uses not oriented toward public transit.

Bus rapid transit often attracts development because it can allow residents near stations to quickly get to jobs, restaurants, stores and cultural attractions, said Martin Wachs, a principal researcher in transportation planning and policy at the Santa Monica-based RAND Corporation. But, he said, "it's a little bit of a chicken and egg thing," because people will move into housing near stations if there are desirable places to travel to by rapid-transit bus, but retail developers want a customer base before building stores.

#### SBX SKEPTICS

City Councilman John Valdivia said San Bernardino doesn't have the population density for a successful bus rapid-transit system. He said sbX is a "distraction" for a city struggling to provide basic services.

"It's good for LA, it's good for grand metropolises, but it's not good for San Bernardino," said Valdivia, who calls the project a "boondoggle."

Valdivia also pointed to complaints from store and restaurant owners upset that the project eliminated left-turn access at some points. Customers will have to drive further to make U-turns.

Some parking spaces along E Street in downtown San Bernardino were taken out to accommodate bus-only lanes. Bud Ammons said sales at his Ammons Diamond & Coin Gallery, which has been in several downtown locations since 1953, have plummeted as a result.

"I put it up for sale," Ammons, 86, said of his E Street building. "I'm going to retire. It's forcing me out of business."

Down the street, past deserted sidewalks and a half-empty parking garage, Guadalupe Plasencia said she's lost customers at her Barber Shop 215 because of the loss of out-front street parking. People are nervous about walking too far in a neighborhood with a reputation for crime, Plasencia said as she gestured across E Street at a man knocking his head against the Union Bank building and a group of young men hanging out in the parking lot.

But Morris said store owners need to give sbX a chance. For years, downtown has suffered from vacant storefronts and struggling businesses, he said.

"It's been comatose since the (Carousel) mall began to go upside down 15 years ago," he said. "The status quo is not acceptable."

The bus line will zip Cal State students downtown in minutes to movies at Regal Cinemas and create a market for new restaurants and stores, in addition to helping existing ones, Morris said.

Officials don't expect massive development overnight but over 20 to 30 years, sbX spokesman David Rutherford said. "We built this for what is planned in the future."

#### FINGERS CROSSED

The route was chosen in part because of the thousands of potential riders at Cal State, Loma Linda and the VA.

VA/Loma Linda Healthcare system spokesman Jim Rich said many patients and employees already use public transit and will welcome improved service.

Some business owners are taking a wait-and-see attitude toward sbX.

Ricardo Montes de Oca said an sbX station on San Bernardino's Hospitality Lane that eliminated left-turn access to his Philly Steak and Subs appears to deter some potential diners. But Montes de Oca said sbX could bring in, for example, Loma Linda University Medical Center employees on lunch break enticed by fast, frequent bus service.

Omnitrans projects 5,600 sbX riders in the first year. A measurement of success will not only be if the line meets or exceeds that number, but also whether it draws people who don't currently ride the bus, Williams said.

The Orange Line has attracted some car owners. On a recent morning, a suit-and-tie-wearing David Karp, 59, was boarding an Orange Line bus with his briefcase after attending a breakfast meeting.

Karp, a real-estate and business mediator, needs to drive his car to get to some work meetings. But he sometimes drops off the car at the Orange Line park-and-ride station near his office in Van Nuys, especially when he has to go to downtown Los Angeles. The Orange Line connects in North Hollywood to the subway that travels downtown.

Public transport sometimes takes longer than a car — although when there's heavy traffic, it can be quicker — but Karp said he saves on gas expenses and can get work done during the trip.

The car-less Ofelia Molina, 60, has no choice but to take public transportation from the San Fernando Valley to take care of an elderly woman in Beverly Hills. The trip, which involves two buses, the Orange Line and the subway, already takes 2 1/2 hours. Taking the Orange Line for



nearly 14 miles instead of buses that stop every few blocks and travel through often-heavy traffic probably gives her an hour or more of free time each day, Molina said in Spanish.

The Orange Line runs entirely on dedicated lanes, which means buses don't get stuck in traffic. All fares are paid in advance, speeding up boarding.

Omnitrans chose to run two-thirds of sbX on non-dedicated lanes to save money on land acquisition and on construction. The ticket machines don't accept cash, to deter theft and to save on armored-car pick-up costs, so passengers are allowed to pay aboard the bus, Williams said.

Hinebaugh said other bus rapid transit lines have made similar compromises because of cost, and lower expenses make it more likely agencies like Omnitrans would be able to build additional lines.

Wachs, a professor emeritus at UCLA and UC Berkeley, called sbX "an important innovation in transit in the region that is well-conceived and designed with fiscal conservatism in mind. I think public officials there should be congratulated."

But, Wachs said, expectations for sbX should be modest. It may lure some people out of their cars, but the large majority of riders likely will be existing bus users who will enjoy faster, better service, he said.

The biggest reason: Unlike, for example, downtown LA, drivers can find plenty of free parking in San Bernardino and will find their cars more convenient, he said.

One of the only places with paid parking along the route is at Cal State San Bernardino, where an annual student parking pass costs \$306. Students can ride for free on Omnitrans.

Jaime Garcia and Jose Quintero now drive to campus. But the students said they plan to switch to sbX, which will have a northern terminus at Kendall Drive and Palm Avenue, a few minutes walking distance from their house.

"If it goes from here to there, yeah we'd take it," Garcia said as the two sat in the student union.

And with free wifi aboard the buses later this year, "I'll do my homework on it," he said.

Darryl Enoch, a Cal State student who commutes by multiple buses to Moreno Valley, said that sometimes when he misses the Route 2 bus, he has to wait a half-hour for the next one. He's looking forward to sbX.

"Faster," he said, "is always better."

Follow David Olson on Twitter: [@DavidOlson11](https://twitter.com/DavidOlson11)

## **SBX FACTS**

The bus rapid-transit system is scheduled to open in late April.

Schedule: Buses run 6 a.m.-8 p.m., every 10 minutes during peak hours and every 15 minutes at other times.

Projected ridership: About 5,600 a day during the week in the first year.

Parking: Four of the 16 stations will have park-and-ride spaces.

Security: All stations and buses will have security cameras; stations will have emergency phones.

Next bus: Electric message boards and existing Omnitrans apps will notify riders when the next bus is arriving.

Wifi: Available on the new buses later this year.

Aesthetics: Some platforms will include freestanding art; shelters will either have the sbX logo or floral or other designs.

#### **RAPID TRANSIT IN THE WORKS**

Among other rapid-transit projects being planned in the Inland area:

— Metrolink service in San Bernardino will be extended a mile east to a transit center at Rialto Avenue and E Street, where an sbX station also is being built. Construction is scheduled to begin in the coming weeks.

— San Bernardino Associated Governments is planning a 9-mile rail line east from the new San Bernardino transit center to the University of Redlands. Existing track would be upgraded.

— A \$247 million, 24-mile extension of Metrolink's 91 line from Riverside to March Air Reserve Base and Perris is slated to open in mid-2015. The federal government last month announced a \$75 million grant for the project.

— The Riverside Transit Agency is looking into creating a limited-stop, express bus service between Riverside and Corona, primarily along Magnolia Avenue.

#### **PAYING FOR SBX**

Cost of sbX line: \$191.7 million.

Annual operating expenses: \$4.3 million (Omnitrans will save \$1 million elsewhere by reducing service on a similar route with standard buses)

New staff: 23 people



STAN LIM/STAFF PHOTOGRAPHER

Work continues at a new bus stop along the center lane of E Street in San Bernardino. The stop will serve a new bus rapid transit line connecting north San Bernardino and Loma Linda. Eventually it will intersect the Metrolink line that is being extended into downtown San Bernardino.



STAN LIM/STAFF PHOTOGRAPHER

Riders can buy tickets at machines installed at the stops for the new sbX bus line. Electronic signs will let people know when the next bus will arrive.



STAN LIM/STAFF PHOTOGRAPHER

Stations for the bus rapid transit line are spaced about a mile apart on the the 15.7-mile route.



## **THE PRESS ENTERPRISE**

### **SAN BERNARDINO: Express bus project brought woes to some**

JANUARY 13, 2014 BY [CASSIE MACDUFF](#)



Finishing touches are put on bus shelter on E Street in San Bernardino. —(STAN LIM/STAFF PHOTO)

There's a well-worn saying: No pain, no gain.

Pain was plentiful during the two-year construction of San Bernardino's bus rapid transit, called sbX.

Curbs and gutters along the major business thoroughfare were torn out for months at a time.

Driveways became obstacle courses; street parking disappeared, driving many customers away, business-owners said.

Coming at the same time as construction on Interstate 215, municipal bankruptcy and the deep recession, sbX put the bite on businesses already struggling in the impoverished city.

Now, as the sbX service prepares to launch, the question is whether the gain will outweigh the pain.

The project was touted during planning in 2005 as a way to get solo drivers out of their cars and onto public transit.

Dense, urban-style development was to spring up along the route, and students from Cal State San Bernardino and Loma Linda University would choose to live downtown and ride sbX to their campuses, project supporters claimed.

Cities that have bus rapid transit — Cleveland, Denver and LA — have seen surrounding commercial zones revitalized, according to a promotional video shown at a public forum on sbX in 2010.

But skeptics now wonder whether the project will live up to its promise.

"I don't think anybody's going to ride it," said Gary Walbourne, who owns a business on the route. "It looks like it's a losing proposition. ... I think it's going to drag the city down."

San Bernardino County Supervisor Josie Gonzáles said she felt there were other critical issues in San Bernardino that needed to be addressed before money was poured into bus rapid transit.

In addition, the City Council was divided on the project, and the Chamber of Commerce raised alarms on behalf of affected businesses, Gonzales said.

"The mayor has been a champion of the sbX project," she said. "Where are the other champions?"

Gonzales also questioned whether the double-length buses will attract as many riders as Omnitrans projects. If not, the investment of \$191.7 million in taxpayers' money wasn't worthwhile.

"It doesn't matter how great a project is if people don't use it," she said.

The worst of the pain was been felt in the struggling downtown and in the thriving restaurant/hotel district.

Streets were torn up for most of the two-year construction process, making it perilous for customers, hotel guests and restaurant patrons to enter driveways.

Many business owners said they lost as much as 15 percent of their earnings during the lengthy disruption.

Walbourne, owner of Pride Envelopes Inc., said, "They basically put blockades in front of my business for eight months."

No stopping is allowed in front of his shop anymore, so his letter carrier couldn't deliver mail, Walbourne said.

Burger Mania owner Vassileios Douvikas said construction near his restaurant always seemed to start up right before the lunch hour, blocking customers just at what would have been his busiest time.

"One day, they closed all three lanes, so I had no access to my own restaurant," Douvikas said.

The biggest heartburn is the ban on left turns. Drivers now must proceed to the next signal and make a U-turn to reach their destinations.

A few merchants gave up and closed their stores, moving to other cities or other parts of San Bernardino, said Judi Penman, executive director of the San Bernardino Area Chamber of Commerce.

"It was really sad for these businesses," Penman said. "Remember, business is the lifeblood of this community."

In some ways, the cart seemed to be before the horse during the sbX project.

The San Bernardino Associated Governments approved the project in 2006 or 2007, sbX spokesman David Rutherford said. But the public wasn't invited to meetings about sbX until October 2008.

By the time businesses learned of the plan, it was a done deal, Penman said.

Some wonder why dedicated bus lanes weren't installed throughout the route.

Omnitrans officials told the Federal Transit Administration, which gave \$75 million to the project, that center bus lanes would run the majority of the 16-mile route. Instead, they run only about six miles, along Hospitality Lane and downtown.

Dedicated bus lanes were supposed to speed the sbX buses, eliminating the need to merge with local traffic.

Omnitrans spokeswoman Wendy Williams said the cost of adding bus-only lanes where speeds average 20 mph-plus prompted the decision not to build them.

The loss of parking in front of businesses, questionable ridership projections and the ban on left turns all have local business owners worried, said Larry Quiel, chairman of the chamber's business support division.

The pain already has been felt. It could take years to see whether sbX brings the promised gains. It will be a cautionary tale for other areas considering bus rapid transit.



Sun  
Wednesday, January 15, 2014

## THE SUN

# MASS TRANSIT SYSTEMS

### Local leaders tour SBX route



Omnitrans previewed the Inland Empire's first SBX rapid transit service bus on Wednesday, at the Kendall Station in San Bernardino. The 15.7-mile corridor will include 16 art-inspired stations at key university, government, business, entertainment and medical centers as well as four park-and-ride facilities. John Valenzuela — Staff Photographer

By [Ryan Hagen](#), *The Sun*

POSTED: 01/15/14, 7:32 PM PST

SAN BERNARDINO >> The state-of-the-art, 60-foot-long bus didn't turn many heads as it pulled smoothly from the sbX park-and-ride station at Palm Avenue and Kendall Drive to Cal State San Bernardino on Wednesday, but for officials onboard, the 2.5-mile ride represented a coming surge into the future.

Wednesday's voyage — a ride-along for local leaders and reporters, between the two most northern stops — was ceremonial, but [beginning April 30](#) buses like that one will travel the 15.7-mile corridor every 10 minutes during peak hours, changing not only San Bernardino but the region, said Omnitrans chair Alan Wapner.

“We need it to succeed so we can continue to develop Bus Rapid Transit,” said Wapner, who is also an Ontario councilman. “Hopefully what we’ll see is a new type of rider. We’ll see students and business people.”

Officials hope that Wi-Fi accessibility, power outlets and a design that’s intended to appear sleeker and more like light rail than a traditional bus will appeal to riders.

In fact, it might also be a precursor to light rail, Wapner said.

And by connecting to the larger Metrolink system — including its [extension into Redlands](#) that’s planned for 2018-19 — the buses offer people an option to travel Southern California without depending on the cars that clog local freeways, said San Bernardino Mayor Pat Morris, who’s on the Omnitrans board of directors.

“We are becoming an increasingly urban region ... and that is not a healthy dependency, as we see from all of our freeways,” Morris said.

Besides propelling business within San Bernardino, Morris said the accessibility of nearby mass transit will also spur transit-oriented development in the area of sbX stops — one per mile, creating a 92-minute ride from one side of the bus line to the other.

As an example, businesses will require less parking and can be closer to the street, he said.

“It will be a far more interesting new urbanism design,” he said.

With luck, no new parking spots will be added to the 8,500 now at Cal State during his time there, said Bob Gardner, the school’s vice president of administration and finance. Students, faculty and staff at Cal State and other schools can ride sbX free, as they now do with regular Omnitrans buses.

Those regular buses take 62 minutes to go the route that sbX can complete in 46 minutes because of a 6-mile dedicated traffic lane, less frequent stops, and prioritization of traffic signals, according to interim CEO/General Manager Scott Graham.

One of those buses arrived at Cal State Wednesday as Gardner spoke, about 11:30 a.m., and four students stepped out. Gardner said he expects ridership to increase dramatically.

Many business owners, residents and city officials have expressed skepticism about whether sbX will get enough passengers to justify the cost — \$192 million, with most of that being federal dollars and the city’s only direct cost being in-kind contributions like waived fees — and disruption caused by construction and the additional lane.



San Bernardino Mayor Pat Morris, left, Yucaipa Mayor Dick Riddell and Program Manager of KVCR Rick Dulock, right, talk while riding Omnitrans' new San Bernardino Express bus rapid transit service on Wednesday. John Valenzuela — Staff Photographer



## **THE PRESS ENTERPRISE**

### **SAN BERNARDINO: 'Human error' likely as drivers adjust to sbX**

**BY CASSIE MACDUFF**

**January 17, 2014; 05:48 PM**

San Bernardino's express bus service hasn't even started running and there's already been a car accident related to it.

Last week, a motorist totaled his car when he hit a newly installed median curb as he tried to make a left turn where they used to be permitted, said Vassileios Douvikas, owner of Burger Mania, who witnessed crash.

The bus rapid transit service, dubbed sbX, features bus-only lanes down the middle of the street downtown San Bernardino and through the restaurant-hotel district.

Left turns now are prohibited from side streets and driveways so motorists won't cross in front of the huge buses and potentially be seriously injured.

Low curbs, painted bright yellow, have been built to block the left turns.

But drivers who frequent the corridor are used to being able to turn left. Transit officials and police know the changes are going to take some getting used to.

Acting Police Chief Jarrod Burguan said he anticipates "it is going to create a little hiccup in traffic."

Police may offer a grace period where they give warnings instead of tickets.

"We're not going to go out on Day One and start writing a bunch of tickets," Burguan said. But he cautioned that police won't overlook egregious violations. If you endanger others, expect a ticket. And if crashes spike, police will step up enforcement.

To prevent injuries and crashes, Omnitrans' PR firm is launching a public awareness campaign to warn drivers not to cross the bus lanes — except at traffic signals.

Westbound Communications is preparing materials to teach drivers, school children and parents about the new rapid-transit buses and the new rules.

Right-turn-only signs and arrows will be installed at 14 intersections, said Westbound's Kelly Koehler.

Other signs will warn drivers about \$341-minimum fines for violating bus-only lane restrictions.

No-jaywalking signs will warn pedestrians to resist the temptation to run out mid-block to middle-of-the-street bus stops.

Soon, the sbX buses — long, accordion-segmented vehicles — will begin making test runs (no passengers aboard) to familiarize drivers with handling and to make sure that electronic signs at bus shelters properly display arrival times.

Omnitrans learned from the experience of Metro officials in the San Fernando Valley, where crashes occurred between cars and buses on the rapid-transit Orange Line when service started.

"We learned, no matter how much outreach you do, crashes are going to happen," said David Rutherford, sbX project spokesman. "It's human error."

But the Orange Line runs on an abandoned railway corridor diagonal to the street grid, Rutherford said.

Drivers didn't expect to see buses coming at an angle. Now they've gotten used to it, and crashes have declined.

The sbX runs along regular streets, so drivers should have no problem seeing it.

If they avoid crossing the double-yellow lines and the median curbs, they won't total their cars like the driver Douvikas saw.

Other  
Wednesday, January 22, 2014



# INLAND VALLEY NEWS

## Omnitrans Unveiling of sbX Rapid Transit

1/22/2014, 11:06 a.m.



Members of the Media preview Omnitrans sbX Rapid Transit Service firsthand

San Bernardino, CA— Yesterday, members of the media had a chance to preview Omnitrans upcoming sbX rapid transit service firsthand. They were invited to climb aboard one of the new 60-foot rapid transit vehicles for a ride-along and a tour of the newly completed Cal State University station. Safety was the key message of the day. The Inland Empire's first bus rapid transit (BRT) service, sbX (San Bernardino Express), and to announce the substantial completion of the first corridor and the upcoming system-wide operational testing phase to take place during the next few months.

On completion of construction phase of new bus rapid transit service (sbX), it will be the start of a system-wide operational testing phase and three-mile ride-along to CSUSB station. Technical experts were on hand to answer questions about the many innovative elements of the project, as well as top Omnitrans officials.

Press briefing on station platform included Omnitrans CEO/General Manager Scott Graham and San Bernardino Mayor Patrick Morris, member of Omnitrans Board of Directors.

The implementation of dedicated bus-only center lanes will require some adjustment for pedestrians and motorists unused to the concept. Omnitrans has released a safety tips video along with a detailed infographic, designed to educate the community on the new rules of the road.

Raising public awareness is critical as sbX enters testing phase this month in preparation for its April launch of service. Operations management will simulate operating conditions and test communication systems such as the traffic signal prioritization system.

Interested in learning more Visit [www.estreet-sbx.com](http://www.estreet-sbx.com) or join [Omnitrans sbX](#) on Facebook.

# MASS TRANSIT

## Wednesday, January 22, 2014

### **MASS TRANSIT**

## CA: Omnitrans Launches BRT Safety Campaign

SOURCE: [OMNITRANS](#)

CREATED: JANUARY 22, 2014

*The sbX bus rapid transit line to start up in April 2014*



MULTIMEDIA



[Omnitrans SBX Safety Tips](#)

RELATED TERMS

- [Safety](#)
- [Market](#)
- [Scott Graham](#)

Passenger service on [Omnitrans'](#) sbX bus rapid transit line is more than three months away, but with 60-foot coaches operating daily beginning in February for system testing and driver training, the agency is launching a safety campaign geared at motorists and pedestrians.

"We are proud to say that in two years of construction on this project — with nearly 400,000 hours worked — we have had zero lost time accidents," said Omnitrans Interim CEO/General Manager Scott Graham. "Now our focus shifts to keeping motorists, pedestrians, and our bus drivers and passengers safe."



The 15.7-mile BRT line is the first to be constructed in the Inland Empire and includes nearly 6 miles of dedicated bus-only lanes in the center of the road.

Safety information materials stress three key points:

1. Pay attention to sbX buses on the road daily
2. Stay out of dedicated bus-only lanes
3. Watch for new traffic signs and obey at all times

Newly installed traffic signs include no u-turn, bus-only lane, do not enter and no jaywalking signs.

Additionally, yellow curb-like safety barriers are installed to prohibit left turns into bus only lanes. Newspaper ads, social media, posters and community outreach will be employed to help increase awareness of sbX operations and safety features.

Omnitrans hosted a media tour on Jan. 15 to promote the safety campaign and demonstrate features of sbX stations and vehicles. Each of the 23 station platforms feature electronic message signs with real time arrival information, ticket vending machines, surveillance cameras, emergency and customer service phones, public art, seating, shelter and water-wise landscaping.

The 60-foot articulated sbX vehicles run on clean-burning compressed natural gas, have five doors offering level boarding on either side, interior bike racks, wheelchair areas and electrical plug-ins for customer use. Vehicles are equipped with traffic signal priority technology to extend green lights which keep service operating with minimal delays.

**MASS TRANSIT**  
**Wednesday, January 22, 2014**

***MASS TRANSIT***

**Omnitrans SBX Safety Tips**

VIDEO

CREATED: JANUARY 22, 2014



Omnitrans produced a video to promote BRT safety in anticipation of the launch of the sbX bus in San Bernardino County, Calif.

# Passenger Transport

## Monday, January 13, 2014

# PASSENGER Transport

THE SOURCE FOR PUBLIC TRANSPORTATION NEWS AND ANALYSIS

JANUARY 10, 2014

[FORWARD](#) | [CALENDAR](#) | [APTA HOME](#) | [ADVERTISE WITH US](#)

## INSIDE

» [NEWS HEADLINES](#)

» [APTA MEMBER  
PROFILE](#)

» [MEET THE APTA  
STAFF](#)

» [AROUND THE  
INDUSTRY](#)

» [COMMENTARY](#)

» [PEOPLE ON THE  
MOVE](#)

## NEWS HEADLINES

### New Capital Projects for 2014: An Overview

Public transportation agencies throughout North America are moving forward on major projects in a variety of modes: commuter rail, light rail, heavy rail, modern streetcar, and bus rapid transit (BRT). Here's a preliminary list of new and expanded services scheduled to open in 2014.

#### Northeast

MTA New York City Transit plans to open the extension of the 7 subway line to the far west side of Manhattan this summer. The line currently terminates at Times Square and will continue to a new station at 34th Street and 11th Avenue.

NYC Transit will open Fulton Center—which it calls “a downtown ‘Grand Central’ station”—in June. This facility will connect nine subway lines and improve access to another two lines.

The Washington Metropolitan Area Transit Authority is finishing five new heavy rail stations as it prepares to open the 11.6-mile Phase I of the Silver Line.

District DOT, Washington, DC, plans to launch two miles of modern streetcar service on H Street NE, beginning at Union Station, late in 2014.

#### Southeast

The initial segment of Florida DOT's SunRail commuter rail line is due to enter service in May. The route runs from DeBary, north of Sanford, to Sand Lake Road in south Orlando.

The city of Atlanta is working with the Metropolitan Atlanta Rapid Transit Authority and businesses to launch the Atlanta Downtown Streetcar later this year. It will run between the Martin Luther King Jr. National Historic Site and Centennial Olympic Park.

LYNX in Orlando, FL, is preparing two new BRT lines under the LYMMO brand. East/West BRT, opening in April, will largely operate in mixed traffic with some dedicated lanes. Parramore BRT, opening later in the year, is a new 2.1-mile line.

#### Midwest

The Interurban Transit Partnership (The Rapid), Grand Rapids, MI, will introduce revenue service for SilverLine BRT on Aug. 25. A special event including a ceremonial first ride will precede the

beginning of service.

The Chicago Transit Authority and Chicago DOT are preparing to open the Central Loop (East-West) BRT Corridor this year. This service will operate bus-only lanes along Washington and Madison streets and will include a new bus terminal at Union Station.

Metro Transit, Minneapolis/St. Paul, will launch Green Line light rail in the summer, connecting downtown Minneapolis with downtown St. Paul at Union Depot Station.

#### **South**

Houston's Metropolitan Transit Authority of Harris County will open two more light rail lines this fall: East End (Green) and Southeast (Purple).

Dallas Area Rapid Transit will open the last section of Orange Line light rail, connecting the Belt Line Station to Terminal A of Dallas-Fort Worth International Airport, before the end of the year.

#### **Rockies**

Transit in Fort Collins, CO, is scheduled to launch MAX BRT in May. The new service will operate in a north-south corridor more than five miles long, which includes about three miles of new transit-only concrete guideway.

#### **Pacific Northwest**

Seattle's King County Metro will launch two new RapidRide BRT lines during 2014. The E Line opens Feb. 15, while the RapidRide F Line will begin in June.

#### **California**

Omnitrans, San Bernardino, CA, will open its first BRT service, sbX, in April. The 15.7-mile corridor will connect northern San Bernardino and Loma Linda, with 16 stations and four park-and-ride facilities.

The San Diego Metropolitan Transit System plans to introduce BRT service on its I-15 Express Lanes this summer. Commuter Express bus routes currently operate on these lanes.

Los Angeles Metro is working with the city and county of Los Angeles on the Wilshire Bus Rapid Transit (BRT) Project in Los Angeles, an upgrade of the current Wilshire service. Improvements are planned for 9.9 miles of the 12.5-mile route, including 7.7 miles of peak period curbside bus lanes.

#### **Canada**

In Edmonton, AB, the 3.3-km Metro Line (North LRT to the Northern Alberta Institute of Technology) is expected to enter service in late June. This is the first segment of a planned LRT expansion to the Edmonton city limits and includes three new stations.

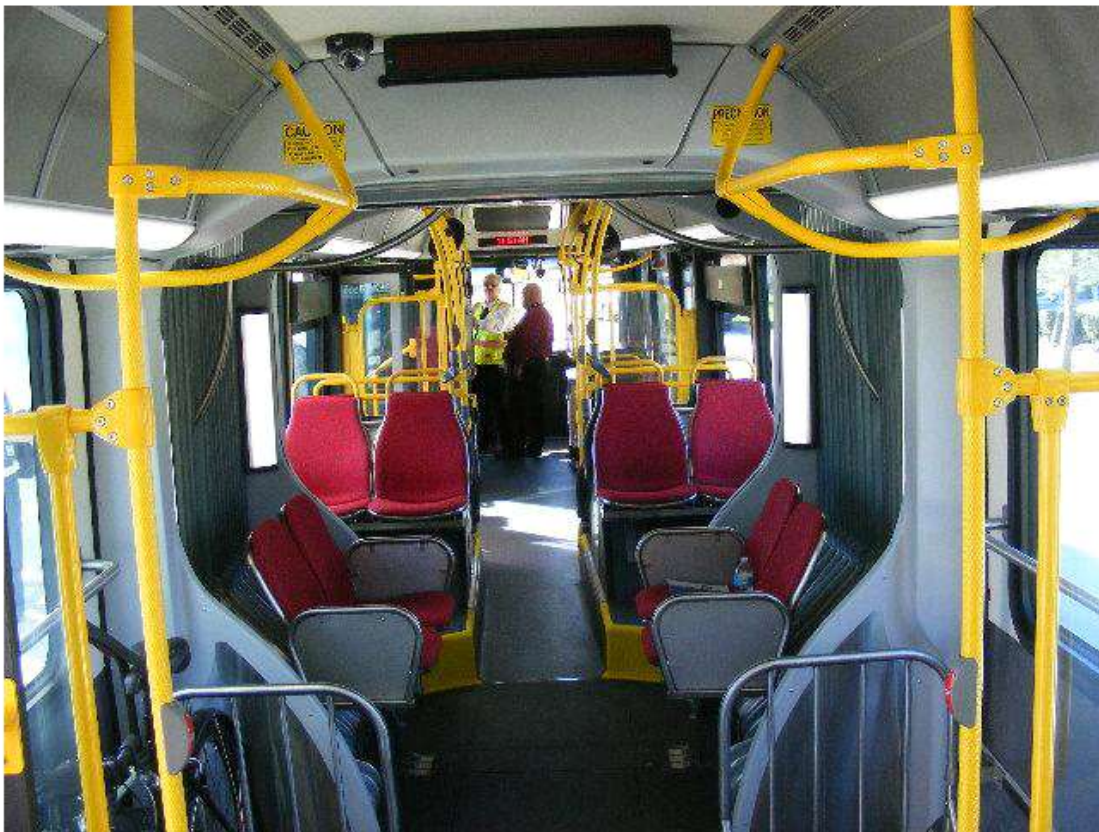
Calgary Transit in Calgary, AB, will open the final extension of its Northwest Light Rail Line (Red Line) in the fall. The line currently has eight stations, and this extension will add one new station.

Other  
Thursday, January 23, 2014



# Loma Linda City News

## Inland Empire Gets Preview of sbX



*Photo Courtesy of: Nadjha Johnson*

*The sbX coach bus is 60 feet long, is under 24/7 security watch and can hold up to 104 persons.*





*Photo Courtesy of: Nadjha Johnson*

*During an excursion where members of the press were invited on a ride-along inside the sbX coach bus,*

*Omnitrans officials described the benefits the sbX will have for commuters and for several Inland Empire cities.*

By Nadjha Johnson, Community Writer 1/23/2014

The unveiling of the Inland Empire's first rapid transit bus, sbX (San Bernardino Express), took place at Kendall Drive near Palm Avenue in northern San Bernardino, and even featured a ride-along preview of the 60-foot-long coach bus. Omnitrans' media press conference showcased the innovative transport coach last Wednesday morning, where San Bernardino Mayor Pat Morris, Yucaipa Mayor Dick Riddell and several Omnitrans officials gathered to discuss the new state-of-the-art rapid transit buses.

Expected to launch this coming April, sbX will travel the 15.7-mile corridor from Cal State San Bernardino to Loma Linda every 10 minutes during peak hours. Each bus costs \$1.1 million to build and the sleek comfortable design and the prompt service of the sbX coaches are meant to attract more commuters, officials explained.

Omnitrans's Wendy Williams, director of marketing, and Jack Dooley, director of maintenance, answered questions about the details involved with the sbX and thoroughly described the many benefits of sbX, including: advancement of public transit, stimulation of economic growth, reduction of vehicular traffic and emissions, creation of construction jobs, revitalization of station neighborhoods, utilization of compressed natural gas, reduction of travel time, improvement of security, and the convenience of park-N-ride locations.

Cal State San Bernardino's vice president of Administration and Finance, Bob Garner, shared that at this point he doesn't envision new parking spots at the university to be added, given that faculty and staff at CSUSB and other schools can ride sbX free as they now do with regular Omnitrans buses.

With wireless internet capabilities and power plugs, officials are enthusiastic that the convenience of sbX will encourage more students and businesspeople to use sbX to commute. According to Omnitrans interim CEO/General Manager Scott Graham, regular buses take 62 minutes to go the route that sbX can complete in 46 minutes because of a six-mile dedicated traffic lane, less frequent stops and prioritization of traffic signals.

"Although sbX is fueled by compressed natural gas, sbX was actually inspired by the rapid transit system in Cleveland, Ohio, which happens to be fueled by hybrid diesel," said David Rutherford, the sbX public relations specialist.

The 2.5-mile excursion revealed how safe and efficient the sbX will be. The sbX coaches have a capacity of 104 persons (65 standing and 41 sitting), five doors, two wheelchair locations and four interior bike racks, said Omnitrans operator Diane Caldera. When asked about the safety of the new sbX buses, Jacob Harms, director of information technology, explained that each bus has 10 security cameras and 24 hours of security monitoring camera footage, well lit buses and stations. The cost of these coach buses come to \$1.1 million, with the entire sbX project costing \$192 million: 73.9 percent of which has been federally funded, 15.7 percent of which has been state funded, 6.2 percent of which was funded by San Bernardino County, and 4.2 percent of which was funded by Loma Linda and San Bernardino in-kind contributions.

ITEM # F1

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

The FTA (Federal Transit Administration) Triennial Review conducted January 21-22 resulted in recommendations to improve sub-recipient procedures, staff recommendations and updates of ADA provisions regarding wheelchair dimensions/weight materials.

On January 15, Omnitrans hosted a successful media tour of the sbX service to promote awareness of station and vehicle features and our safety education campaign. Eight members of the media attended, representing one daily and three weekly newspapers and one radio station. Featured speakers were Board Chair Alan Wapner, Board Member Pat Morris and myself, along with California State University, San Bernardino VP of Administration and Finance Robert Gardner. As a result, feature news articles appeared in six local newspapers.

As the sbX service set to begin in April, the 60-foot buses will begin to be on the corridor daily for component testing and operator training. Omnitrans is launching a safety campaign using posters, fact sheets, newspaper ads, bus shelter ads, social media, video, project website and community outreach to help create awareness among motorists and pedestrians. In addition, a brief 80-second safety video has been produced and will be viewed at the Board Meeting.

**MONTHLY STATISTICS**

Ridership for December 2013 was 1,229,673 compared to 1,184,244 in December 2012. This is a 3.8 percent increase from December of last year.

Year-to-date ridership through December 2013 was 7,926,388, which is a decrease of 2.9 percent from last year-to-date. Fixed route ridership decreased by 239,913 passengers year-to-date. Ridership on Access increased by 2,889 passengers, and OmniLink decreased by 506 passengers. OmniGo ridership was 78,840 year-to-date, which is up 18.3 percent.

Year-to-date pass outlet sales through December 2013 decreased by 28,064 units with 33,963 sold compared to 62,027 last year. This represents a decrease of 45.2 percent. Revenue from bus pass and ticket sales, combined with the Go Smart college program revenue, decreased 6.1 percent through December (\$2,507,101.64 vs. \$2,669,264.90 last year, a decrease of \$162,163.26).



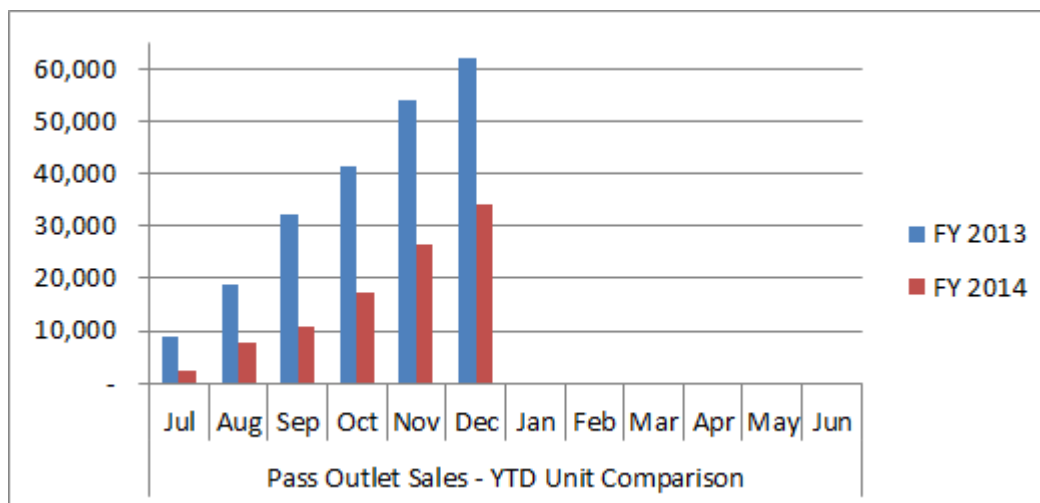
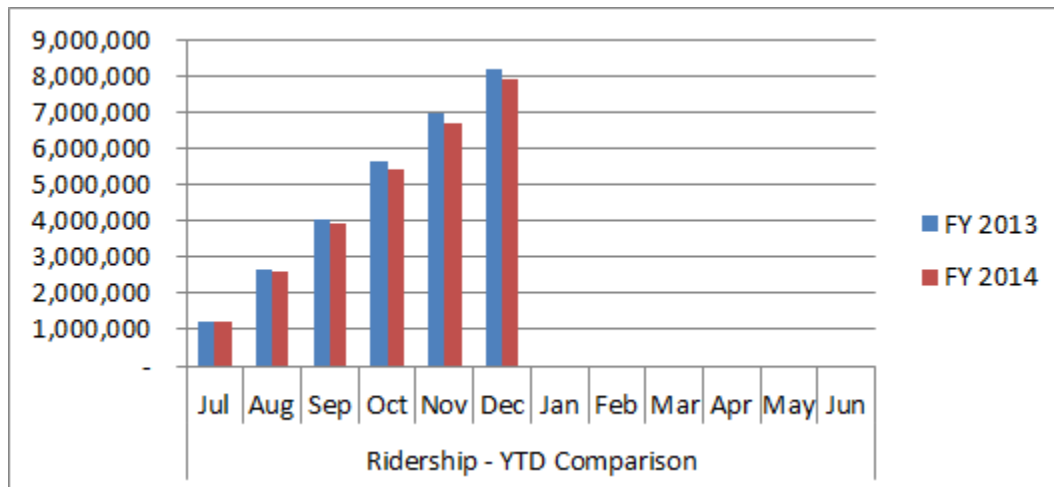
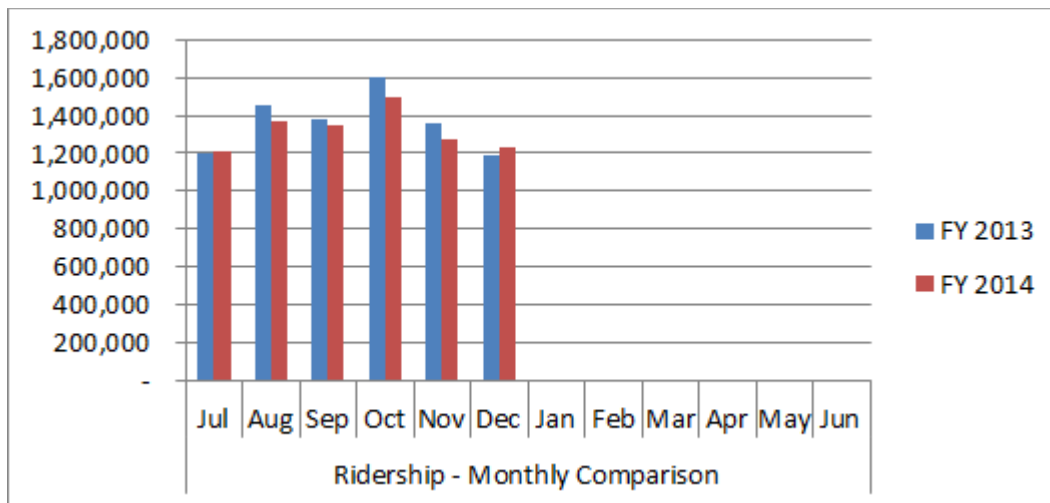
Year-to-date fixed route revenue through December 2013 was \$6,584,540 compared to \$6,562,597 last year, which is an increase of .33 percent.

On-time performance for December 2013 was 85.75 percent.

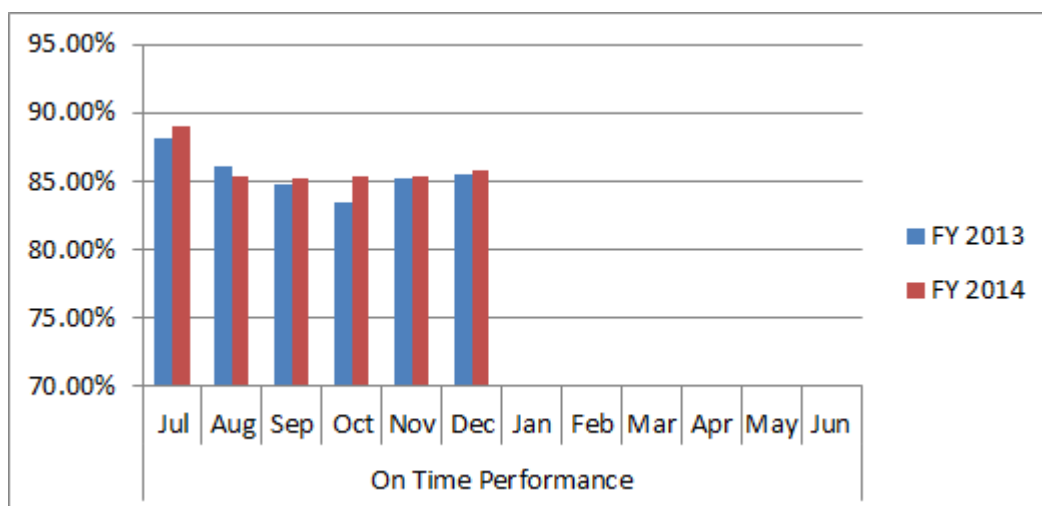
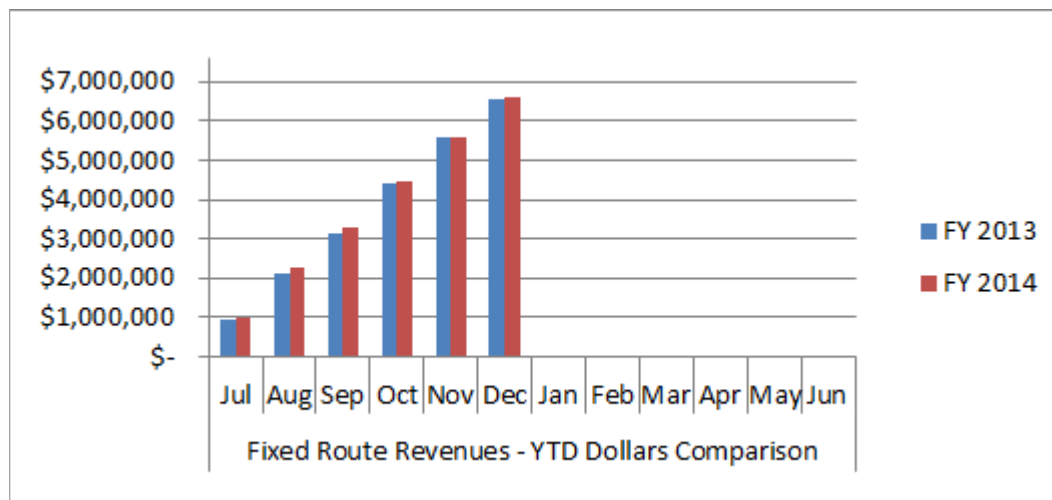
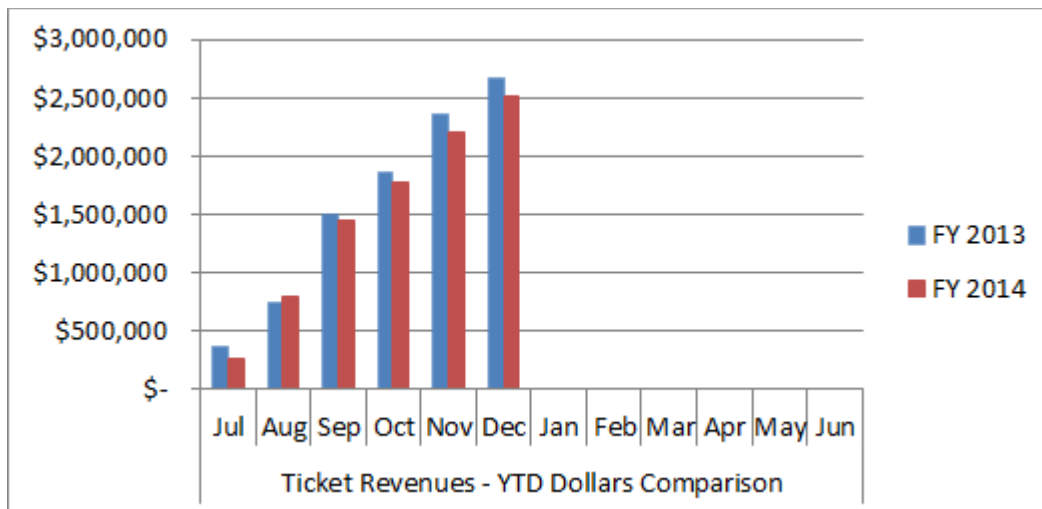
Outreach events in December included: Travel Training Bus Presentation, Truman Middle School and Colton High School, Spark of Love Toy Drive – “Stuff a Bus”, Bloomington Christmas Parade and the Rialto Holiday Parade.

PSG:VD

## CEO/General Manager Report - December 2014



## CEO/General Manager Report - December 2014



ITEM #       F2      

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**FROM:** Anna Rahtz, Acting Director of Planning and Development Services

**SUBJECT:** OMNICONNECTS PUBLIC HEARINGS

**FORM MOTION**

Authorize the Plans and Programs Committee (PPC) to authorize a call for public hearings to be issued following the Plans and Programs Committee meeting in February 2014.

**BACKGROUND**

Omnitrans is updating its Short Range Transit Plan (SRTP) for FY2015-2020. This SRTP is called OmniConnects to emphasize Omnitrans' core function of connecting people, businesses, and the community with convenient and reliable transit.

The SRTP is a 5-7 year business plan that outlines the short-term direction for a transit agency. While the SRTP provides the short-term plan, the implementation of that plan occurs every fiscal year with the adoption of the Annual Management Plan.

OmniConnects will include potential fare changes, proposed service changes, and minor policy changes. The proposed service levels include both an unconstrained plan and a constrained plan. The constrained plan is designed to represent the proposed service levels that will be delivered each year. The unconstrained plan provides Omnitrans with the ability to seek grant funding and to develop programs that may be shovel-ready should additional funding become available.

Fare and service policy updates require public hearings prior to adoption. The public hearing will build upon two rounds of public input sessions that were held as part of the Comprehensive Operational Analysis (COA) of Omnitrans.

In December 2013, staff updated the Plans and Programs Committee on the status of the OmniConnects plan, including the proposed schedule and a discussion of high-level goals. During this meeting, it was suggested that the Committee hold two workshops in early 2014. These workshops would focus on 1) establishing/refining goals and strategies and 2) reviewing staff's suggested service implementation plan for the established goals. The first workshop was held January 22, 2014 and included a discussion of proposed goals and proposed fare policy.

A second workshop is anticipated to be scheduled in early to mid-February, at which staff will present the proposed constrained and unconstrained service scenarios. Following discussion and refinement of the plan by the Plans and Programs Committee, staff would like the PPC to authorize a call for public hearings so that staff can seek public comment on the draft plan. The draft plan is anticipated to be presented to the PPC in March and to the full Board of Directors for discussion in April 2014.

## **CONCLUSION**

Staff recommends that the Board authorize the Plans and Programs Committee to issue a call for public hearings to take place during March 2014.

SG:AR:JB

ITEM # F3

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: AUTHORIZE AWARD - CONTRACT MNT14-01  
INDUSTRIAL CHEMICALS**

**FORM MOTION**

Authorize the Interim CEO/General Manager to award Contract MNT14-01 to Enviroform Industries of Santa Fe Springs, CA, for the provision of Industrial Chemicals beginning January 20, 2014 and ending no later than January 19, 2015, in the amount of \$30,811, and the authority to exercise four one-year options, extending the contract to no later than January 19, 2019, in the annual amount of \$36,805 for each option year, for a five-year contract amount of \$178,031 should all options be exercised, plus a ten percent contingency of \$17,803, for a total not-to-exceed amount of \$195,834.

**BACKGROUND**

Industrial chemicals are utilized for bus cleaning (interior and exterior), as well as for general cleaning purposes within the garage areas. Omnitrans utilizes bulk industrial chemicals and equipment services to include product, storage containers, dispensing equipment and delivery to replenish chemicals on an as-needed basis, with no guarantee of usage.

On October 2, 2013, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MNT14-01 for the provision of Industrial Chemicals. Staff released the IFB, notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system.

A pre-bid meeting was conducted on October 15, 2013, and was attended by five firms. Four bids were received electronically by the bid deadline date of November 5, 2013, and two were deemed responsive.

Due to the various dilution ratios submitted by the bidders, Omnitrans calculated costs of bids submitted to the lowest common denominator (gallons and dilution ratios) to evaluate the costs submitted by the bidders. The lowest overall pricing was determined by the ready to use (RTU)

cost per gallon using the published manufacturer's recommended range of dilution ratios for each product.

	Product	Concentrated Cost Per Gallon	Recommended Dilution Ratio	RTU Cost Per Gallon Enviroform	RTU Cost Per Gallon Chemstation
<b>Application = Bus Wash</b>					
Enviroform Industries	Ace Econo EH	\$5.50	1:50	\$0.11	
Chemstation of Southern Ca. Inc	2084	\$6.35	1:10		\$0.59
<b>Application = General Purpose Cleaner</b>					
Enviroform Industries	True Green 5	\$4.50	1:12	\$0.34	
Chemstation of Southern Ca. Inc	8094	\$5.50	1:10		\$0.51
<b>Application = Degreaser</b>					
Enviroform Industries	Cobra OCTA PW2	\$4.50	1:12	\$0.34	
Chemstation of Southern Ca. Inc	2437	\$5.50	1:10		\$0.51
<b>Application = Aluminum Brightener</b>					
Enviroform Industries	Rim Wash 1H	\$4.50	1:7	\$0.55	
Chemstation of Southern Ca. Inc	9898	\$5.75	1:10		\$0.53
Totals =				\$1.34	\$2.14
Avg/RTU gal				\$0.34	\$0.54

Award is being recommended to Enviroform Industries, the responsive and responsible bidder who submitted the lowest bid, with an average RTU cost per gallon of \$0.34, compared with the next lowest bid of \$0.54 per RTU gallon.

Contract price of \$178,031, which includes sales tax, is based on estimated quantities and the costs per concentrated gallon. Price is deemed fair and reasonable as it is the lowest bid and \$60,069 less than the Independent Cost Estimate of \$238,100.

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   504200

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

**CONCLUSION**

Approving award of this contract will ensure Omnitrans of uninterrupted service and supply of industrial chemicals.

PSG:JMS:CV





## CONTRACT AGREEMENT

between

**CONTRACTOR**

Enviroform Industries  
9624 John Street, Suite 104  
Santa Fe Springs CA 90670

(hereinafter "CONTRACTOR")

Telephone: 877-694-6330

Email: victor@enviroformindustries.com

And

OmniTrans

1700 West Fifth Street

San Bernardino, CA 92411

(hereinafter "OMNITRANS")

**CONTRACT DOCUMENTS**

**CONTRACT NO.**

**MNT14-01**

**Industrial Chemicals**

Contract Amount: \$30,811

OmniTrans Project Manager:

Name: Mark Montgomery

Title: Facilities Manager

Telephone: (909) 379-7175

Email: [mark.montgomery@omnitrans.org](mailto:mark.montgomery@omnitrans.org)

Contract Administrator:

Name: Christine Van Matre

Title: Contract Administrator

Telephone: (909) 379-7122

Email: [christine.vanmatre@omnitrans.org](mailto:christine.vanmatre@omnitrans.org)



## TABLE OF CONTENTS

1.	SCOPE OF WORK.....	3
2.	PERIOD OF PERFORMANCE.....	3
3.	COMPENSATION.....	4
4.	INVOICING AND PAYMENT.....	4
5.	AUDIT AND INSPECTION OF RECORDS.....	5
6.	NOTIFICATION .....	5
7.	OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES.....	6
8.	TERMINATION FOR CONVENIENCE .....	7
9.	TERMINATION FOR BREACH OF AGREEMENT .....	7
10.	ASSIGNMENT .....	8
11.	SUBCONTRACTING.....	8
12.	INDEPENDENT CONTRACTOR.....	9
13.	INSURANCE .....	9
14.	INDEMNITY.....	10
15.	REVISIONS.....	10
16.	RIGHTS IN TECHNICAL DATA .....	10
17.	OWNERSHIP OF REPORTS AND DOCUMENTS.....	11
18.	OWNERSHIP RIGHTS.....	11
19.	WORK FOR HIRE .....	12
20.	SUBMITTAL OF CLAIMS BY CONTRACTOR.....	12

21.	EQUAL OPPORTUNITY.....	12
23.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES .....	13
24.	DISQUALIFYING POLITICAL CONTRIBUTIONS .....	13
25.	COMPLIANCE WITH LAW.....	14
26.	COMPLIANCE WITH LOBBYING POLICIES.....	14
27.	PUBLIC RECORDS ACT.....	14
28.	WAIVER/INVALIDITY .....	15
29.	FORCE MAJEURE.....	15
30.	CONFIDENTIALITY.....	15
31.	CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC .....	15
32.	GOVERNING LAW.....	16
33.	MODIFICATIONS TO AGREEMENT .....	16
34.	PRECEDENCE .....	16
35.	ENTIRE AGREEMENT.....	16

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Enviroform Industries (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code with power to contract for services described in Exhibit 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**

This Agreement shall commence on \_\_\_\_\_, and shall continue in full force and effect through \_\_\_\_\_ (base period), unless earlier terminated, extended as provided in this Agreement, or terminated as specified in Paragraphs 8 and 9. Omnitrans reserves the right at its sole discretion to exercise a total of four (4) one-year options with no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The

"maximum term" of this Agreement shall be the period extended from \_\_\_\_\_ through \_\_\_\_\_, which period encompasses the Initial Term and Option Years.

### 3. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED UNIT PRICE basis at the fully burdened fixed rates stated herein in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation.

<u>Description</u>	<u>Unit</u>	<u>Price</u>
Bus Wash Cleaner	Gallon	\$5.50
General Purpose Cleaner	Gallon	\$4.50
Degreaser	Gallon	\$4.50
Aluminum Brightener	Gallon	\$4.50

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Thirty Thousand Eight Hundred Eleven Dollars (\$30,811), 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.

### 4. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

- Unit Price, extended price and applicable taxes
- 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.

## 5. 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.

## 6. NOTIFICATION

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

To OMNITRANS:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Contract Administrator  
Phone: 909-379-7122  
Email: Christine.vanmatre@omnitrans.org

To CONTRACTOR:

Enviroform Industries  
9624 John St. #104  
Santa Fe Springs CA 90670  
Attn: Victor Shane  
Phone: 562-243-8680 (cell)  
Email: victor@enviroformindustries.com

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

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

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

Project Manager: Mark Montgomery, Facilities Manager.

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

## **B. Contractor's Key Personnel**

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

<u>Name</u>	<u>Role</u>
Victor Shane, Partner	Formulation, Logistics, Installation & Planning
Celina Johnson, Partner	Contract Administration and Project Performance Management

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.

## **8. 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.

## **9. 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 26, 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 8, 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.

## **10. 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.

## **11. 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

---

**12. 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.

**13. INSURANCE**

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*
- D. **Employers Liability** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate; *Endorsement naming Omnitrans as additional insured.*

Additional Insured:

Omnitrans, its officers, officials, employees, agents, and volunteers.

**14. 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.

**15. REVISIONS**

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.

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to Omnitrans, or the time required for the performance of the contract, must be approved as prescribed herein.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.
- C. Contractor shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect at the onset of the Contract.

**16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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).

**25. COMPLIANCE WITH LAW**

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

**26. 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.

**27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

### **32. 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.

### **33. 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.

### **34. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including Attachment A, Scope of Work and Attachment B, Regulatory Requirements, (2) provisions of IFB No. IFB-MNT14-01 and (3) CONTRACTOR's proposal dated November 5, 2013.

### **35. 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

ENVIROFORM INDUSTRIES

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

\_\_\_\_\_  
Victor Shane, Partner  
Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Tax I.D. No. 95-4225005

DP 95  
CM 95

## ATTACHMENT "A"

### SCOPE OF WORK

#### 1. INTRODUCTION

Contractor shall provide industrial chemicals for one base year and four single option years in strict accordance with the scope of work. The project scope of work shall be comprised of providing a bulk cleaning chemical service to include cleaning products, refillable storage containers, dispensing equipment and monthly service to replenish products as needed, no guarantee of usage. These products will be utilized for bus cleaning (interior & exterior), as well as for general cleaning purposes within the garage areas.

#### 2. LOCATIONS

- A. Omnitrans (East Valley)  
1700 West 5<sup>th</sup> Street  
San Bernardino, CA 92411
- B. Omnitrans (West Valley)  
4748 Arrow Highway  
Montclair, CA 91763

#### 3. CLEANING PRODUCTS

The following list of bulk cleaning chemicals is the type of products that are currently being used by Omnitrans for the various cleaning applications. The list shows the salient characteristics of the products and the estimated annual usage. All products shall at least meet these minimum specifications, or be "approved equal" as determined by Omnitrans based on chemical manufacturers' tech data sheets and material safety data sheets (MSDS's). Contractor shall provide manufacturers' tech data sheets & MSDS's for all chemical types to be used.

##### A. Bus Wash:

##### 1) Used For:

Used in a drive through bus wash system (friction type) application.

##### 2) Estimated Annual Usage:

2500 gallons

##### 3) Product Description

- a) A highly concentrated alkaline cleaner formulated specifically for use general purpose vehicle cleaning.
- b) Especially effective in vehicle cleaning applications for presoaking, degreasing and wheel cleaning. Scientifically formulated to remove oils

and grease, can be used to remove a wide range of soils on a variety of surfaces.

- c) A balanced blend of biodegradable surfactants, water conditioning agents and alkaline builders, generates thick foam that clings to vertical surfaces and rinses easily.

4) Features and Benefits

- a) Liquid.....Convenient to use, easy dispensing and controlling.
- b) Self-Foaming.....Effectively penetrates and removes heavy grease and deposits.
- c) Chelated.....No filming or spotting even in hard water.

5) Dilution

1:10 typical

**B. General Purpose Cleaner:**

1) Used For:

Cleaning of bus interiors (hard surfaces and rubber floors).

2) Estimated Annual Usage:

2125 gallons

3) Product Description

- a) A highly concentrated product formulated specifically for use in line sprayer systems, tote-mounted foggers and direct applications.
- b) It controls malodors present in refuse containers, waste hauling vehicles, transfer stations, landfills, waste treatment facilities, chemical plants and facility perimeters where fugitive odors may be present.
- c) Counteracts malodors in the atmosphere immediately and effectively.

4) Features and Benefits

- a) Scented....Counteracts fugitive odors, including sulfides, amines and mercaptans.
- b) Liquid.....Convenient to use, easy dispensing and controlling.

5) Dilution

1:20 typical

**C. Degreaser:**

1) Used For:

- a) Removing grease & oil off of bus exteriors.
- b) Steam cleaning engines.
- c) Mopping up garage/shop floors.

2) Estimated Annual Usage:

2125 gallons

3) Product Description

- a) A highly concentrated, alkaline cleaner formulated specifically for use as a foaming degreaser.
- b) Especially effective in applications such as presoak and pressure washing.
- c) Product can also be used in mop buckets, spray bottles and automatic scrubbers.
- d) Product is a balanced blend of biodegradable surfactants, water soluble solvents and alkaline builders. It generates moderate foam that clings to vertical surfaces and rinses easily.
- e) When used as directed, product conforms to former USDA A-1 guidelines for use in all departments of official establishments operating under the Federal meat, poultry, shell egg grading and egg products inspection programs.

4) Features and Benefits

- a) Reserve Alkalinity.....Penetrates and removes grease and oil deposits.
- b) Liquid.....Convenient to use, easy dispensing and controlling.

5) Dilution

1:10 typical

6) Steam Cleaning Areas

- a. Degreaser Storage Containers: There are three separate steam cleaning areas, two at East Valley and one at West Valley. These areas require their own separate storage containers and dispensers. For the storage areas at the East Valley facility, one area will be suitable for a 275-gallon tote, and the other area will only be suitable for a 55-gallon drum. For the West Valley facility, there is suitable storage for a 275-gallon tote.

- b. Dispensers: In the steam cleaner areas, a spray wand type of dispenser system shall be provided (and maintained) to apply the diluted degreaser solution to the items that are to be steam cleaned. The system shall be tied into whatever utilities are required for proper operation i.e. water supply, compressed air, etc. The system shall have the capability to change dilution ratios, but not be readily accessible to the end user to change. These dispensers shall meet the same criteria in Section 5, Dispensing Equipment, with the exception that they must be outfitted with a spray wand.

**D. Aluminum Brightener:**

1) Used For:

To clean and brighten aluminum wheels on buses. Omnitrans' aluminum wheels are polished but not coated.

2) Estimated Annual Usage:

250 gallons

3) Product Description

- a) A highly concentrated, self-foaming, acid-intensified cleaner formulated specifically for applications such as pressure spraying or foam spraying of painted construction equipment.
- b) Can be used to remove a wide range of soils on aluminum, stainless steel, walls, floors, piping, painted surfaces, and other hard-to-reach areas.
- c) Generates medium foam that clings to vertical surfaces. It is a scientifically balanced blend of biodegradable surfactants and aluminum safe acids, and is economical to use at all temperatures.
- d) Contains no HF or HCL acids.

4) Features and Benefits

- a) High Reserve Acidity ..... Effective on grease and carbonaceous soils.
- b) Self-Foaming ..... Effective in foam cleaning or spray applications.
- c) Aluminum Safe ..... Can be used on all types of equipment.
- d) Hard Water Tolerant ..... No filming or spotting.

5) Dilution

1:10 typical

#### **4. STORAGE CONTAINERS**

- A. Storage containers shall be provided and maintained by chemical supplier.
- B. Storage containers shall be refillable type and made of materials suitable for products contained.
- C. The West Valley facility storage area is limited to three 130-gallon containers, one each for the general purpose cleaner, degreaser, and aluminum brightener. The bus wash system has two bus wash soap container areas, one limited to 130 gallons and the other would be suitable for a container/tote up to 270 gallons.
- D. The East Valley facility storage area for the general purpose cleaner, degreaser, and aluminum brightener would be suitable for containers/totes up to 270 gallons. The bus wash system has two bus wash soap container areas, one limited to 130 gallons and the other would be suitable for a container/tote up to 270 gallons.

#### **5. DISPENSING EQUIPMENT**

- A. Shall be provided and maintained by Contractor.
- B. Must be water-driven venture proportioners that accurately dilute chemical concentrations to required ratios and fill any size container with diluted, ready-to-use (RTU) chemical solutions.
- C. Designed to endure heavy usage in industrial settings with minimal maintenance requirements.
- D. Material selection for optimum chemical and industry compatibility, with all wetted parts chemically resistant.
- E. Provide manufacturers' tech data sheets for all dispenser types to be used.

#### **6. TRAINING**

Contractor shall provide specific product safety handling and usage training on all products for all shifts at both facilities. Training shall be done at initial start up and on an annual basis thereafter. Dates and times shall be coordinated with the designated Project Manager.

- A. Shift Information:
  - 1) East Valley
    - a) Graveyard, Day, & Swing
    - b) Seven (7) days a week.
  - 2) West Valley

- a) Day & Swing
- b) Seven (7) days a week.

## **7. RESPONSE TIME**

Contractor shall respond to requests of low product levels, dispenser issues, or storage container issues within 24 hours after being contacted by coming on site, making an assessment of the situation and establishing an agreeable solution and timeframe with the Project Manager or his designee.

## **8. INVENTORY CONTROL**

- A. Contractor shall be solely responsible for maintaining proper inventory levels of all products to ensure product availability at all times.
- B. Contractor shall employ either a manual inventory or automated system to meet this requirement.
- C. Contractor shall track monthly/annual usage of all products, and periodically provide reports as requested by Omnitrans.

## **9. DILUTION RATIOS**

- A. Contractor shall inform Omnitrans of the dilution ratio starting point for each product, and shall consult with the Project Manager or designee prior to making any adjustments. Only the Project Manager or his designee can request/agree with any dilution ratios adjustments to be made.
- B. Contractor shall record, and track any/all dilution ratio adjustments for all products, and periodically provide reports as requested by Omnitrans.

## **10. PERFORMANCE GUARANTEE**

All products shall perform in a manner consistent with what is stated in the manufacturer's technical data sheets, and the desired results are expected to be obtained within the manufacturer's published recommended dilution ratios.

## **11. WORKPLACE SAFETY**

The Contractor shall ensure that all of his operations strictly adhere to all Federal, State, and Local safety and environmental laws and regulations. Omnitrans, in accordance with the dual employer provision, reserves the right to correct unsafe practices by the contractor's employees, or to stop work until the Contractor makes the necessary corrections. In addition:



A. Smoking

Omnitrans uses designated areas for smoking. Smoking is not allowed at any time in the bus yard, on or in any buildings, or by the entrances to any buildings. Smoking by employees of the Contractor, or his sub-contractors, shall not create a hazardous condition for themselves, co-workers, or employees and property of Omnitrans.

B. Eye Protection

- 1) Per Omnitrans eye protection policy, ANSI Z87 approved eye protection shall be worn by all persons while conducting business outside the boundaries of the established "green zone". The policy also requires that eye protection be utilized if hazardous work is being conducted within the "green zone". The Contractor shall ensure that all of its employees have been provided eye protection that meets the requirement.
- 2) The project manager, or his designee, reserves the right to stop the contractor's work in the event that a contractor employee is in violation, and that work will remain stopped until the violation is corrected.

C. Vests

- 1) Contractors and their employees working or performing services in outside work zones shall wear ANSI Class 2 Safety Vests. ANSI Class 2 Safety Vests must be worn at all times in the bus yard and in the relief vehicle locations.
- 2) Safety Vests are not required while in designated, marked with painted green borders Safety Zones on Agency property or while on sidewalks, curbs, or raised pavement.

## 12. CURRENT/FUTURE CONDITIONS

The East Valley facility is currently undergoing construction activities, and because of this, the quantity of cleaning chemicals required may vary based upon the construction progress. Upon the start of this contract the bus wash and degreaser products usage could be lower than estimated, but would ramp back up upon completion of the new construction which is estimated to be completed midyear 2014.

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

ITEM # F4

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: AUTHORIZE AWARD - CONTRACT SAS14-09, SECURITY SERVICES**

**FORM MOTION**

Authorize the Interim CEO/General Manager to award Contract SAS14-09 to General Security Service, Inc. of Wilmington, CA, for the provision of Security Patrol Services for the sbX Green Line corridor, stations, and park and rides beginning February 24, 2014, and Security Services for Omnitrans' fixed-route and paratransit operations facilities beginning July 1, 2014, for a two-year base period ending June 30, 2016, in the amount of \$1,620,512, and three single option years ending no later than June 30, 2019, with Option Year One in the amount of \$818,408, Option Year Two in the amount of \$842,995, and Option Year Three in the amount of \$868,900, for a five-year contract total of \$4,150,815, plus a ten percent contingency of \$415,082, for a total not-to-exceed amount of \$4,565,897.

**BACKGROUND**

Omnitrans utilizes security contractors to provide security services at the East Valley, West Valley and I-Street facilities. The current contract's, SAS11-11, two-year base period expires June 30, 2014. Due to the additional security requirements for the sbX Green Line corridor, which is not covered under the current contract, Contract SAS14-09 is phased to allow for security patrol services for the sbX Green Line to commence February 24, 2014. The balance of the security services shall begin July 1, 2014.

On November 6, 2013, Omnitrans' Board of Directors authorized release of Request for Proposals RFP-SAS14-09. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system.

Sixteen firms were represented at the pre-proposal conference November 14, 2013. Twelve proposals were received prior to the December 12, 2013 deadline. Eleven were deemed responsive and evaluated in accordance with the evaluation criteria included in the RFP. Although the RFP was released requesting proposals for both unarmed and armed solutions, staff is recommending moving forward with the unarmed solution.

The six highest-ranked firms were invited to participate in a presentation and interview. Omnitrans then issued a request for a Best & Final Offer (BAFO). The original price proposed by General Security Service, Inc. was \$4,193,537. In response to Omnitrans' request for a BAFO, they reduced their pricing \$42,722, with a new offer of \$4,150,815.

The following firms are ranked from highest to lowest:

		<b>General</b>	<b>Cypress</b>	<b>National</b>	<b>BMT</b>	<b>Andy Frain</b>	<b>Contact</b>
BAFO Pricing		\$4,150,815.00	\$4,349,985.41	\$3,680,338.11	\$3,306,246.50	\$4,427,633.84	\$4,645,026.40
Criteria	Points Possible						
Responsiveness to requirements of scope	15	14.7	12.7	10.0	9.3	10.3	9.7
Work Plan	40	36.7	33.7	30.7	28.3	31.3	25.0
Experience	20	17.7	15.0	15.0	15.0	13.7	13.7
<b>Technical Total</b>	<b>75</b>	<b>69.1</b>	<b>61.4</b>	<b>55.7</b>	<b>52.6</b>	<b>55.3</b>	<b>48.4</b>
Price	25	19.9	19.0	22.5	25.0	18.7	17.8
<b>TOTAL</b>	<b>100</b>	<b>89.0</b>	<b>80.4</b>	<b>78.2</b>	<b>77.6</b>	<b>74.0</b>	<b>66.2</b>

General Security Service, Inc. (GSS) offers many value-added items at no additional cost, such as licensed ham radio security officers for patrol services, violence in the workplace training, two one-hour presentations annually for Omnitrans' employees, GSS staff available for system, design and implementation consultancy, assist with investigations, cameras in patrol vehicles, training podcast, sponsor annual security trade meeting (networking with law enforcement) at Omnitrans' facility, purchase one table per year at an officer appreciation dinner and Certified Protection Professional (CPP) training for the Account Manager assigned to Omnitrans.

Pricing is deemed fair and reasonable as it is within 6% of the Independent Cost Estimate of \$3,920,041.

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

### **FUNDING SOURCES**

The cost associated with this procurement will be budgeted in the Safety & Security Department's Operating Budget as follows:

Department Number 1630, 2110, 2200, 2500, 2600  
Expenditure Code 503210

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

## **CONCLUSION**

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

PSG:JMS:CV



## CONTRACT AGREEMENT

between

General Security Service, Inc.  
633 North Marine Avenue  
Wilmington CA 90744

### CONTRACT DOCUMENTS

**CONTRACT NO.  
SAS14-09**

**Security Services**

(hereinafter "CONTRACTOR")  
Telephone: 310-863-7806  
Email: pbristow@gss1944.com

And

Contract Amount: \$1,620,512

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

#### Omnitrans Project Manager:

Name: Mark Crosby  
Title: Security & Loss Prevention  
Supervisor  
Telephone: (909) 379-7117  
Email: [mark.crosby@omnitrans.org](mailto:mark.crosby@omnitrans.org)

#### Contract Administrator:

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



## TABLE OF CONTENTS

1.	SCOPE OF WORK.....	3
2.	PERIOD OF PERFORMANCE.....	3
3.	COMPENSATION.....	4
4.	INVOICING AND PAYMENT.....	4
5.	AUDIT AND INSPECTION OF RECORDS.....	5
6.	NOTIFICATION .....	6
7.	OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES.....	6
8.	TERMINATION FOR CONVENIENCE .....	7
9.	TERMINATION FOR BREACH OF AGREEMENT .....	8
10.	ASSIGNMENT .....	8
11.	SUBCONTRACTING.....	9
12.	INDEPENDENT CONTRACTOR.....	9
13.	INSURANCE .....	9
14.	INDEMNITY.....	10
15.	REVISIONS.....	10
16.	RIGHTS IN TECHNICAL DATA .....	11
17.	OWNERSHIP OF REPORTS AND DOCUMENTS.....	11
18.	OWNERSHIP RIGHTS.....	11
19.	WORK FOR HIRE .....	12
20.	SUBMITTAL OF CLAIMS BY CONTRACTOR.....	12

21.	EQUAL OPPORTUNITY.....	13
23.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES .....	13
24.	DISQUALIFYING POLITICAL CONTRIBUTIONS .....	14
25.	COMPLIANCE WITH LAW .....	14
26.	COMPLIANCE WITH LOBBYING POLICIES .....	14
27.	PUBLIC RECORDS ACT.....	14
28.	WAIVER/INVALIDITY .....	15
29.	FORCE MAJEURE.....	15
30.	CONFIDENTIALITY .....	15
31.	CONTRACTOR’S INTERACTION WITH THE MEDIA AND THE PUBLIC .....	16
32.	GOVERNING LAW .....	16
33.	MODIFICATIONS TO AGREEMENT .....	16
34.	PRECEDENCE .....	16
35.	ENTIRE AGREEMENT .....	17

ATTACHMENT "A" SCOPE OF WORK

ATTACHMENT “B” REGULATORY REQUIREMENTS

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and General Security Service, Inc. (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities 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 Exhibit 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**

This Agreement shall commence on \_\_\_\_\_, and shall continue in full force and effect through \_\_\_\_\_ (base period), unless earlier terminated or extended as provided in this Agreement.

The patrolling security services shall begin February 24, 2014. All other security services shall begin July 1, 2014 and end no later than June 30, 2019, should Omnitrans elect to exercise all of the option years, unless terminated as specified in Paragraphs 8 and 9. Omnitrans reserves the right at its sole discretion to exercise a total of three (3) one-year options with 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.

### 3. 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 stated herein in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation.

Term	Location	Position	Estimate Hours Yearly	Price Per Hour	Annual Total
<b>Phase 1</b>	<b>East Valley</b>	<b>Patrol Officer</b>	<b>3,048</b>	<b>\$ 17.30</b>	<b>\$ 52,730</b>
(2/24/14-					
6/30/14)					
<b>Base Year 1</b>	<b>East Valley</b>	<b>Security Officer</b>	<b>13,146</b>	<b>\$ 17.56</b>	<b>\$ 230,844</b>
(7/1/14 -		<b>Control Center</b>	<b>8,760</b>	<b>\$ 17.56</b>	<b>\$ 153,826</b>
6/30/15)		<b>Patrol Officer</b>	<b>8,760</b>	<b>\$ 17.56</b>	<b>\$ 153,826</b>
	<b>West Valley</b>	<b>Security Officer</b>	<b>8,760</b>	<b>\$ 17.56</b>	<b>\$ 153,826</b>
	<b>I-Street</b>	<b>Security Officer</b>	<b>4,480</b>	<b>\$ 17.56</b>	<b>\$ 78,669</b>
Total Base Year 1					<b>\$ 770,989</b>
<b>Base Year 2</b>	<b>East Valley</b>	<b>Security Officer</b>	<b>13,174</b>	<b>\$ 18.09</b>	<b>\$ 238,318</b>
(7/1/15 -		<b>Control Center</b>	<b>8,788</b>	<b>\$ 18.09</b>	<b>\$ 158,975</b>
6/30/16)		<b>Patrol Officer</b>	<b>8,788</b>	<b>\$ 18.09</b>	<b>\$ 158,975</b>
	<b>West Valley</b>	<b>Security Officer</b>	<b>8,788</b>	<b>\$ 18.09</b>	<b>\$ 158,975</b>
	<b>I-Street</b>	<b>Security Officer</b>	<b>4,508</b>	<b>\$ 18.09</b>	<b>\$ 81,550</b>
Total Base Year 2					<b>\$ 796,792</b>

**Total Phase 1, Base Years 1 and 2** **\$ 1,620,512**

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Million, Six Hundred Twenty Thousand, Five Hundred and Twelve Dollars (\$1,620,512), 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.

### 4. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15<sup>th</sup> of each month. CONTRACTOR shall furnish information as

may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

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

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

- Contract number
- Purchase Order number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Unit Price, extended price and applicable taxes
- 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.

## **5. 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.

## 6. NOTIFICATION

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

To OMNITRANS:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Contract Administrator  
Phone: 909-379-7122  
Email:  
christine.vanmatre@omnitrans.org

To CONTRACTOR:

General Security Service, Inc.  
633 North Marine Avenue  
Wilmington, CA 90744  
Attn: Paul Bristow, Vice President  
Phone: 310-863-7806  
Email:  
pbristow@gss1944.com

## 7. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: Mark Crosby, Security & Loss Prevention Supervisor

- 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>
Andy Patterson	VP, Managing Director
Paul Bristow	Vice President
Gary Moore	VP Branch Mgr, Inland Empire
Sean Cohan	Account Manager
Jaime Bautista	Lead Supervisor

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.

#### **8. 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.

## **9. 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 26, 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 8, 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.

## **10. 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.

## 11. SUBCONTRACTING

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

<b>Subcontractor's Name and Address</b>	<b>Work to Be Performed</b>
---	-----------------------------

N/A	
-----	--

---

## 12. 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.

## 13. INSURANCE

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*

- C. **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- D. **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- E. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*
- F. **Employers Liability** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate; *Endorsement naming Omnitrans as additional insured.*

Additional Insured: Omnitrans, its officers, officials, employees, agents, and volunteers.

#### 14. 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.

#### 15. REVISIONS

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.

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to Omnitrans, or the time required for the performance of the contract, must be approved as prescribed herein.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.

- C. Contractor shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (*FAR*) in effect at the onset of the Contract.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

#### **24. 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).

#### **25. COMPLIANCE WITH LAW**

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

#### **26. 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.

#### **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

### **34. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including Attachment A, Scope of Work and Attachment B, Regulatory Requirements, (2) provisions of

Solicitation No. RFP-SAS14-09 and (3) CONTRACTOR's proposal dated December 10, 2013 and Best & Final Offer dated January 10, 2014.

**35. 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

GENERAL SECURITY SERVICE, INC.

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

\_\_\_\_\_  
Brian Hanhart  
CEO and Sole Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Tax I.D. No. 95-2844683

DP\_\_\_\_

CM\_\_\_\_

# **ATTACHMENT A – SCOPE OF WORK**

## **SAS14-09 SECURITY SERVICES**

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

- A. As the public transportation agency for the San Bernardino Valley, Omnitrans wishes to provide a safe, secure environment in and around its respective facilities for its patrons and employees, and to safeguard Omnitrans' property.
- B. Unarmed security services are required to protect Omnitrans' fixed route and paratransit operations facilities, sbX Green Line stations, and park and rides, and patrolling the sbX Green Line corridors located in the San Bernardino Valley.
- C. The patrolling security services shall begin February 24, 2014. All other security services shall begin July 1, 2014 and end no later than June 30, 2019, should Omnitrans elect to exercise all of the option years.
- D. These services shall include, but are not limited to, the following:
  - 1) Monitoring electronic security equipment and cameras
  - 2) Patrolling the various buildings and parking lots during the day, after business hours, and on weekends/holidays
  - 3) Logging and assisting employees and visitors in during and after business hours
  - 4) Checking for locked/unlocked doors
  - 5) Inspecting offices and spaces throughout the facility
  - 6) Monitoring and tracking Omnitrans property removal
  - 7) Responding to, and reporting unusual incidents, including altercations, thefts, etc.
- E. Contractor shall provide Security Services for Omnitrans' "T" Street, East Valley and West Valley facilities, sbX stations and park and rides in the city of San Bernardino and Loma Linda during business and/or non-business hours. While performing these services, the Contractor shall be an independent contractor with all of its employees under its direction and that of its management and supervisors and in no event shall such employees be deemed employees or agents of the Agency/client.
- F. Contractor shall provide, at its sole expense, all of the requirements of the contract at the contracted rates. The required services include, without limitation, providing everything necessary to:
  - 1) Trained unarmed, uniformed security personnel and services;
  - 2) Maintain proper security measures at all times during Contractor's on-site hours;
  - 3) Monitor admittance of personnel and authorized visitors;

- 4) Ensure that Omnitrans' facilities are secure (fences, gates, doors and windows);
- 5) Inspect the properties, station, platforms, and park and rides (make rounds);
- 6) Assist in dealing with unruly customers;
- 7) Enforce applicable local city, state, and federal laws and enforce Agency policies and procedures;
- 8) Log events: persons coming onto Omnitrans' property after hours, loitering, vandalism;
- 9) Perform all other tasks to accomplish the preceding requirements.

## **2. BACKGROUND**

### **A. General**

Omnitrans is a Joint Powers Agency (JPA) created in 1976 to provide public mass transit services to 16 member jurisdictions located in Southeastern San Bernardino County.

Omnitrans' service area covers 480 square miles bordered by the Los Angeles County line, Riverside County line, and the San Bernardino and San Gabriel Mountains. The service area includes the communities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa and some unincorporated areas of San Bernardino County.

Omnitrans operates fixed route bus service directly utilizing a fleet of approximately 150 full-sized buses and a bus rapid transit system of a fleet of approximately 14 articulated buses. Omnitrans also provides paratransit (Access/Dial-A-Ride) services under a contract with a qualified private operator.

Omnitrans currently has approximately 629 employees at its East and West Valley operations facilities.

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

#### **1) General**

- a) Hours and Holidays are subject to change. Omnitrans will notify Contractor regarding any proposed or actual changes as soon as reasonably possible. Adjustments will be made in pricing with corresponding changes in number of hours.
- b) Location changes and additional sites, while they are not foreseen during the duration of the resultant contract, may occur. Adjustments will be made in pricing with corresponding changes in number of hours.



- 2) Omnitrans' West Valley Facility
  - a) General  
4748 Arrow Hwy, Montclair, CA 91763  
Maintenance and Operations Departments only  
5.5 acre Operations and Maintenance Facility
  - b) Operations Department (Coach Operators/Dispatchers)  
Monday - Friday: 2:30 a.m. to 11:30 p.m.  
Saturday: 4:30 a.m. to 11:30 p.m.  
Sunday: 4:30 a.m. to 8:30 p.m.
  - c) Maintenance Department  
Monday - Sunday: 4:30 a.m. to 1:30 a.m.
- 3) Omnitrans' East Valley Facility
  - a) General  
1700 West Fifth St., San Bernardino, CA 92411  
Maintenance, Operations, and Administration  
12.7 acre Administrative Offices and Maintenance Facility
  - b) Operations Department (Coach Operators/Dispatchers)  
Monday - Friday: 2:00 a.m. to 12:00 a.m.  
Saturday: 4:00 a.m. to 12:00 a.m.  
Sunday: 4:00 a.m. to 9:30 p.m.
  - c) Maintenance Department  
Sunday - Saturday: Twenty-four Operation
  - d) Administration  
Monday - Friday: 8:00 a.m. to 5:00 p.m.
- 4) Omnitrans' "I" Street Facility (Contracted Demand Response Service)
  - a) General  
Located at 234 South "I" Street, San Bernardino, CA 92410  
Maintenance, Operations, and Administration  
4.7 acre Operations and Vehicle Maintenance complex
  - b) Operations Department (Coach Operators/Dispatchers)  
Monday - Friday: 4:00 a.m. to 11:00 p.m.  
Saturday: 5:00 a.m. to 9:00 p.m.  
Sunday: 5:00 a.m. to 9:00 p.m.
  - c) Maintenance Department  
Monday - Friday: 4:00 a.m. to 11:00 p.m.  
Saturday: 5:00 a.m. to 5:00 p.m.

- Sunday: 5:00 a.m. to 5:00 p.m.
- d) Administration
- Monday - Friday: 7:00 a.m. to 6:00 p.m.
- 5) sbX Green Line and Park and Rides
- a) General
- The 15.7 mile corridor spans from Northern San Bernardino to Loma Linda. The corridor has four (4) park and ride locations and 16 station locations with 23 platforms.
- b) sbX Bus Operating Hours
- Monday – Friday: 6:00 AM – 8:00 PM
- Saturday – Sunday: No Service
- \*Note: Bus operating hours is subject to change without notice.
- 6) Holidays
- a) Only Omnitrans holidays will be observed as holidays.
- b) The following six days are recognized as Omnitrans non-service holidays:
- 1) Year's Day
  - 2) Memorial Day
  - 3) Independence Day
  - 4) Labor Day
  - 5) Thanksgiving Day
  - 6) Christmas Day

C. Omnitrans-Provided Security Stations

Security Officers must keep the facilities listed below clean and in order. Intentional or negligent damage to the security station will be repaired by Omnitrans then the Contractor will be billed for the repair.

Officers are not permitted regular access to any other amenities or offices other than those listed below:

- 1) *Omnitrans' West Valley Facility*  
4748 Arrow Hwy, Montclair, CA 91763  
A Security Station with a restroom and telephone is provided at this site.
- 2) *Omnitrans' East Valley Facility*  
1700 West fifth Street, San Bernardino, CA 92411  
Security Station(s) and CCTV Control Center with a/or access to a restroom and telephone is provided at this site.

3) *Omnitrans' "I" Street Facility (Contracted Demand Response Service)*

234 South "I" Street, San Bernardino, CA 92410

A Security Station, with a/or access to a telephone and restroom are available at this site.

**3. SPECIFICATIONS**

Contractor shall meet or better the following requirements:

A. Employee Recruitment, Screening and Licensing

- 1) Contractor's employees assigned to Omnitrans shall have their payroll in the form of automatic deposit/direct deposit or payroll credit card. The automatic deposit/direct deposit or payroll credit card fee is not billable to Omnitrans.
- 2) Contractor's employees assigned to Omnitrans sites shall have the ability to:
  - a) Read, write accurate, clear, and legible reports speak and understand the English Language, and additional Spanish language skills are desirable. Specifically, assigned personnel shall be able to report emergencies to 911 and the Security and Loss Prevention Supervisor. Assigned personnel must be able to read and understand all post orders, Agency policies and procedures, and posted warning and danger signs of potential hazards and safety instructions.
  - b) Have the necessary public relations skills to deal with employees (Security Contractor & Agency) and customers in a professional, courteous, businesslike manner.
  - c) Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
  - d) Must possess either a high school diploma or a General Equivalency Diploma and have 1½ years of prior security experience or have worked in a related field. The minimum age for security officers assigned to Omnitrans is 21 years old.
  - e) Maintain poise and self-control under stress. Security officer must be able to think and act quickly and effectively in emergency situations.
  - f) Must be mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training. Emotional and mental stability are essential since duties normally require contact with public and quick action under emergency situations.
  - g) Must be able to stand on their feet for extended periods of time, maneuver stairs and other physically demanding terrain at the site

as regular duties. Security Officers must make all building rounds/tours as assigned by the Project Manager or his or her designee.

- h) Refrain from fraternization with Agency employees while on or off duty. This includes but not limited to dating, emails, or other means of communications (i.e. Social Media – Facebook, Twitter, etc.).
  - i) Utilize computer and associated equipment to monitor environmental and electronic security systems.
  - j) Possess and carry in their possession while on duty a valid California Driver's License issued by the State of California Department of Motor Vehicles.
  - k) Recognize the confidential nature of the information associated with this work. The Security contractor shall treat all information and data regardless of form that is received from the Agency, as confidential. Furthermore, the Security contractor and employees shall neither discuss nor disclose any information regarding any of the internal security operations of the Agency with any uninvolved persons or agencies. The security contractor's employees shall not release any information either verbally or in writing to any uninvolved persons and/or agencies without prior written approval from the Agency. Also, no photographs of any of the Agency facilities, equipment or its operations covered by this Scope of Work are permitted without the written consent of the Project Manager or his/her designee. Violation of this will result in a service credit and the Security Officer's immediate removal from the account.
  - l) Excessive turnover of security officers shall be avoided at all cost. A turnover rate in excess of fifty (50) percent per a fiscal year of the security officer compliment assigned to Omnitrans will result in a service credit and will be cause for the Contractor to provide Omnitrans with a corrective action plan. Contractor shall provide a list of all personnel assigned at the start of the contract, and shall provide an updated list monthly identifying personnel that have been added and personnel that have been removed from each Agency site and/or mobile patrol.
- 3) Background Checks/Pre-employment Screening/Drug Screening
- a) The Contractor shall certify in writing that it conducts background checks, medical (physical) examinations, and an initial drug screening on all of its prospective employees, which indicates that employees are acceptable and qualified prior to his/her being assigned to Omnitrans' premises.

- b) All background checks shall include a fingerprint check by the California Department of Justice (DOJ) and a minimum inquiry of all previous employers during the past five (5) years, driving record history, local, California State, and Federal criminal history, and military discharge records (if applicable).
- c) All such background checks shall be at Contractor's expense and provided to Omnitrans prior to any individual's assignment to an Omnitrans facility.
- d) All prospective Officers must pass a drug test administered at the Contractor's expense. At the minimum, the screen shall include testing of urine samples for marijuana, amphetamines, methamphetamines, cocaine, opiates, etc.
- e) Medical (physical) examinations of security officer to assure their physical fitness shall be conducted at the Contractor's expense, prior to initial request for clearance and for cause at Omnitrans request, or more frequently as determined by the Contractor's examining physician. The examination must have occurred within six (6) months prior to their assignment and must have been found to be in good physical condition for the work they are to perform. Security Officers must be fully capable of performing work requirements moderate to arduous physical exertion under either normal or emergency conditions. Security Officers will possess a good distance vision in each eye corrected to 20/30. They will have normal field of vision, good depth perception, and the ability to distinguish basic colors. Any hearing loss may not exceed thirty (30) decibels in both ears or 35 decibels in the poorer ear. Medical examinations will be in accordance with security industry standards and arranged by the Contractor at its own expense.
- f) All Security Officers shall have a valid California driver's license and Contractor is responsible for assuring assigned officers have an acceptable driving history prior to assignment and annually thereafter. Security officers with DUI/DWI on their driving record will not be acceptable nor those with excessive tickets. Omnitrans Director of Safety & Regulatory Compliance or his/her designee will determine what is excessive.
- g) Contractor is required to provide written documentation for background checks, medical examination (physical), driving history check, and drug testing of all employees assigned to the Agency (including Field Supervisors and Flex Officers) to the Project Manager or his/her designee fourteen (14) calendar days prior to the contract commencement date. In addition, as new officers are assigned, written documentation of the background check, medical evaluation, and drug screening must be submitted

to the Director of Safety & Regulatory Compliance or his/her designee prior to working at Omnitrans.

4) Licensing and Permits

- a) Contractor must be licensed and experienced in performing the services described in herein and must provide evidence of current licensing and permits as required by local, state and federal regulations in providing such services including, but not limited to, a California Private Patrol Operator's License issued by the Department of Consumer Affairs at no cost to Omnitrans.
- b) Contractor must identify its qualified district manager and those individual(s) responsible for managing day-to-day business operations and provide written qualifications.
- c) Contractor is responsible for making sure that any security officer working at an Omnitrans site is properly licensed under California law. Contractor's security officers must be registered and must have a valid guard registration card in their possession while on duty. Guard registration cards must be presented to Omnitrans upon request. If Contractor's security officer is unable to present his/her guard registration card upon demand, he/she must be relieved from duty and Contractor must provide a security officer who has appropriate cards in his/her possession.

B. Training and Job Function

A. Required Contractor Training

- a) After award of the Contract and before the Contracted services begin at the East Valley, CCTV Control Center, West Valley, and I Street locations, Contractor's management is required to train with the existing Omnitrans security contractor, at no cost to Omnitrans.
  - b) The training will consist of working each shift at all sites; days and shifts as referenced in this section, subsection 4.D.2.
  - c) The training schedule must be submitted to the Project Manager or his/her designee within 48 hours before training begins.
- 2) All officers must have non-billable on-the-job training at a minimum of 24 hours. In addition, **prior to assignment** to Omnitrans officers must be trained in the following areas:
- a) Security Officer instruction as mandated by the State of California
  - b) Patrol Procedures
  - c) Basic, Intermediate, and Advanced Report and Parking Ticket/Citation Writing
  - d) Observation and Incident Reporting

- e) Security Awareness
- f) Legal Aspects of Private Security
- g) Security Officer Conduct
- h) Principles of Radio Communications
- i) Principles of Access Control
- j) Principles of Safeguarding Sensitive Security Information
- k) Emergency Response Procedures
- l) Life Safety Awareness
- m) Workplace Violence
- n) Sexual Harassment
- o) Discrimination
- p) Diversity
- q) Conflict Resolution Awareness (i.e. unruly citizens, dealing with difficult and hostile people, etc.)
- r) Traffic Control (Parking Lot and City Street)
- s) Parking Lot Security
- t) Crowd Control
- u) Terrorism (Recognition, Response, and Recovery)
- v) Responding to Bomb Threats
- w) Responding to Natural Disasters
- x) Crisis Management
- y) Labor Relations (work stoppage, strikes, lockouts, etc.)
- z) CCTV Monitoring
- aa) Motor Vehicle and Defensive Driving Training
- bb) Heat Illness Prevention and Response
- cc) Pandemic Influenza Training
- dd) Basic and Intermediate Computer Training
- ee) Cardiopulmonary Resuscitation (Adult, Child, and Infant) (CPR) and Automatic External Defibrillator (AED) certification (proof required)
- ff) First Aid (proof required)
- gg) Site Specific Training (as outlined in Post Orders and Omnitrans)

- 3) Health and Safety Training  
Contractor shall provide safety training as required by the California Department of Industrial Relations, California Occupational Safety and Health Administration, and United States Department of Labor Occupational Safety and Health Administration.
- 4) Omnitrans Safety & Security Procedures/Policies  
Contractor shall provide training to officers assigned to Omnitrans on Agency specific Safety & Security Procedures/Policies.
- 5) Officers assigned to Omnitrans shall provide physical and other related security deterrence:
  - a) Maintain high visibility, answering routine questions; provide directions and handle problems (incidents, criminal acts, etc.)
  - b) Investigate unusual or suspicious conditions (vehicle, people, etc.)
  - c) Preventing trespass on, damage to, or theft of Agency property.
  - d) Inspecting parking areas, enforcing Agency parking regulations, and conducting traffic control duties.
  - e) Enforcing security procedures and regulations.
  - f) Interacting in a professional manner with the public.
  - g) Be a visible presence in the lobbies and other areas when requested.
  - h) Responding to emergencies and/or alarms.
  - i) Escorting Agency personnel to or from their automobiles as requested and provide general assistance whenever possible.
  - j) Screening and documenting Agency property leaving or entering Agency premises as directed by the Project Manager or his/her designee.
  - k) Reporting any dishonest or criminal act committed on Agency property by Agency personnel or other persons.
  - l) Enforcing "No Smoking" policy.
  - m) Maintaining a daily activity report that summarizes the significant events that occurred during the shift, visitor log and distribute visitor passes.
  - n) Survey facilities, sbX stations, and park and rides for any defective exterior lights, electrical outages, broken pipes, broken windows, broken sprinklers, and vandalism to the appropriate Omnitrans personnel.
  - o) Identify and report any exterior/interior doors or gates not permanently secured (via card reader or mechanical lock) and or



requiring maintenance. If the situation is of a suspicious nature, the Security and Loss Prevention Supervisor shall be notified.

- p) Report any unsafe or dangerous conditions or circumstance, fire hazards, or breaches of security to the Project Manager or his/her designee.
  - q) Operate computers, telephones, faxes, radios, cameras, closed circuit television equipment, card access systems (CCTV), automated security system, and other security equipment as required.
  - r) Cooperate with local law enforcement officers.
  - s) Reading all pass-down information, emails, and alerts at the beginning of each shift and initial in pass-down book they have done so. Provide briefing of day events, issues, and pertinent information to the relieving security officer.
  - t) Report any dishonest or criminal act committed on Agency property by Agency or Contractor personnel or other persons.
  - u) Notify appropriate Agency personnel and local authorities when emergencies occur.
  - v) Other duties as assigned by the Project Manager or his/her designee.
- 6) Omnitrans will require security officers to sign a document (produced by Contractor) indicating the security officer understands the training herein and will conform to all training and Agency policy and procedures as required.
  - 7) Evidence of proper certifications must be provided.
  - 8) Annual refresher training will be required for all security officers assigned to Omnitrans.
  - 9) Contractor shall provide an outline of their complete training program.

C. Uniforms and Standards of Appearance

- 1) Contractor's employees must wear the same color and style or type of uniform, accessories and equipment.
- 2) The Contractor's employees shall provide (and replace as needed or determined by Omnitrans) uniform garments (minimum of three (3) complete uniforms for full time officers and two (2) complete uniforms for part time officers) to employees who are assigned to work this contract at no additional expense to those employees or the Agency. Contractor shall ensure that all officers assigned to Omnitrans' facilities comply with basic appearance standards to include:

- a) While on duty, security personnel shall be in complete uniform. All personnel must be neat in appearance, with uniforms clean, pressed and correctly fitted, and shoes shined and hat worn straight (not backwards or off to the side). Assigned personnel shall not “accessorize” (i.e. political or religious items) their uniforms and must wear their shirts tucked inside their slacks/shorts. In addition, personnel must display a professional appearance in uniform and hygiene. Assigned Security Officers must be well groomed with their hair clean and neatly cared for (men: beards chin, and lip whiskers (except a mustache) are not permitted. In addition, men must be neatly shaven and sideburns shall be trimmed and not extend below the bottom of the ear. The back of the hairline shall not extend beyond the top of the uniform collar. Female: Hair shall be neat and styled or trimmed in such a manner it does not extend beyond the top edge of the uniform collar or detract from a professional image. Make-up and nail polish shall be neutral in appearance and shall be in good taste. High heel or open toed shoes are not permitted).
- b) Uniform shirts with sewn on badge and common logo in a visible location.
- c) Uniform slacks and shorts.
- d) Shorts must be above the knee.
- e) Shorts can only be worn during the summer months as determined by the Project Manager or his/her designee.
- f) Denim pants are not acceptable.
- g) Uniform basket weave belt
- h) Black boots (security or law enforcement quality or better)
- i) Flashlight holder; flashlight (rechargeable security or law enforcement quality)
- j) Communication radio device holders (radio provided by Omnitrans)
- k) Cellular telephone with texting capabilities and holder (must be a reliable nationwide provider)
- l) Wi-Fi Telephone Holder (Wi-Fi telephone provided by Omnitrans)
- m) Other appropriate equipment
- n) Uniform jackets ({1}heavy winter jacket and {1} summer wind breaker)
- o) Sewn on Security Badge
- p) Shoulder patches displaying the Contractor’s logo

- q) Name tag
  - r) SECURITY on the back of jacket
  - s) Uniform hat with Security
  - t) Yellow Safety Vest – ANSI, Class II, with SECURITY on the back and a fabric name plate with the Officers' last name on the front and sewn on security badge.
  - u) High Visibility Rainwear, ANSI, Class II, with SECURITY on the back (jacket and pants)
  - v) Winter ear warmers and gloves (must match jackets)
  - w) Contractor employee photo identification (ID) badge. ID badge must also have employee name and position held in front, no smaller than a font size of 18 with last name, first name, and middle initial, if any.
- 3) Contractor must immediately send home personnel for failure to wear a proper uniform.
  - 4) Contractor personnel shall not be assigned to work at Omnitrans without being issued the uniformed as described herein.
  - 5) General: Wrist watches, medical or identification bracelets, rings, and earrings are the only items of jewelry or ornaments authorized to be exposed when in uniform and on duty (including supervisors and account manager). No jewelry will be worn in such a manner as to present a safety hazard to the individual, or a distraction of professional appearance. Only post type of earrings shall be worn.
  - 6) Tattoos: No visible tattoos will be permitted unless otherwise approved by Omnitrans.
  - 7) Security personnel SHALL NOT possess, display, or use firearms, explosives, or other dangerous weapons, including night sticks (batons), handcuffs, knives, saps (clubs), brass knuckles, stun gun, taser, mace or oleoresin capicum (pepper spray) while on duty. This includes but is not limited to, the employee's vehicle, locker, and while on Omnitrans property or in an Omnitrans or mobile patrol vehicle.

D. Instructions Manual and Post Orders and Temporary Post Orders

- 1) Contractor is required to provide written post orders documenting site/security station/mobile patrol/position specific operational instructions assigned officers are to follow. These procedures are to be created with input from the Project Manager or his/her designee and must be approved in writing before they are implemented. All assigned officers shall read and sign off on these post orders as part of their on-going training.

- 2) Contractor shall ensure that all officers have an updated copy of Instructions and Post Orders according to the following:
  - a) Instructions Manual must contain duty instructions, safety instructions, and emergency instructions.
  - a) Post Orders, which are subject to change by Omnitrans, are the site-specific instructions as promulgated by Contractor and Omnitrans. Contractor is responsible for writing and updating (quarterly or as necessary) the Post Orders and providing electronic copies to Omnitrans.
  - b) Temporary Post Orders are temporary instructions issued by Omnitrans.

E. Security Officer Tour Verification System/Officer's Schedule

- 1) Contractor's employees shall be responsible for recording rounds using a security officer tour verification system.
- 2) Contractor must supply, at Contractor's sole expense, a security officer tour verification system for each facility.
- 3) Contractor must set the patrol points at all facilities, sbX stations, platforms, and park and rides in coordination with Omnitrans' Project Manager or his/her designee.
- 4) Contractor must develop officers' schedules and provide weekly schedules to assigned security officers and Omnitrans every Thursday by 4:45 PM for the coming week. In addition, security officer tour verification reports must be provided every Thursday by 8:00 AM to Omnitrans' Project Manager or his/her designee.

F. Employee Acceptance by Omnitrans

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

- 4) Contractor's personnel will be interviewed and accepted by the Project Manager or his/her designee prior to being assigned to Omnitrans.

#### **4. STATEMENT OF WORK**

##### **A. General**

- 1) Contractor shall provide, at its sole expense, all of the requirements of this Contract. The required services include, without limitation, providing all tools, equipment, resources and labor necessary to maintain proper security measures at all times during their on-site hours; ensure that facilities are secure (doors and windows); inspect the properties (make rounds); log events: persons coming onto Omnitrans' property after hours, loitering, vandalism; and perform all other tasks to accomplish the preceding requirements as specified herein.
- 2) Contractor shall provide a program of comprehensive security coverage by providing sufficient and qualified employees to perform these services. Services to be provided include, but are not limited to, the following activities:
  - a) Become familiar with Omnitrans' facilities and the security requirements of each site.
  - b) Possess appropriate customer service skills to interact with employees and the public, courteously and professionally.

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

- 1) Contractor shall be responsible for the development, design, coordination and supervision of all services associated with the security program at Omnitrans' facilities. These activities include, but shall not be limited to, the following:
  - a) Evaluating, recruiting, screening, supervising, and training of personnel.
  - b) Evaluate and provide adequate field supervision to ensure officers arrive at assigned post on time, fit for duty, in proper uniform, and properly trained and oriented and perform their duties throughout their assigned shift, and provide backup as needed during all required hours.
  - c) Provide at a minimum of three (3) flex officers at all times assigned to work the Omnitrans account to fill in for other officers while they are on vacation, sick, military leave, jury duty, etc. These officers shall meet all of the requirements of this Contract.
  - d) Monitoring of Facility Surveillance System
    - (1) Contractor's employees assigned to Omnitrans' facilities shall monitor and track door alarms and provide sight

- contact of the facility through multiple cameras located throughout the facility on a 24-hour basis.
- (2) Officers will also utilize an access control system and will be monitoring Omnitrans' cameras as well as assuring continuous video recording.
  - (3) Contractor's personnel will actively monitor all activities that are recorded on Omnitrans' Facility Surveillance System.
  - (4) Close observation is required for 'high traffic' areas and areas that maintain cash on Omnitrans' facilities. The Contractor is responsible for documenting and reporting any criminal activity or attempts at criminal activity, especially in these areas.
- d) A written incident report submitted to Omnitrans' Project Manager, or his/her designee, is required of all incidents. Incidents include, but are not limited to, homicide, assault, robbery, major vandalism, bomb threats, auto theft, any injury, evacuation of any facility, trespassers, and conflicts with employees, etc.
  - e) Security Incident Reports and Security Officer Daily Reports are to be provided weekly.
  - f) Contractor must provide hand-held mobile communication equipment (cellular telephone) and rechargeable flashlights for each officer on duty to enable communications throughout the facility, both indoors and outdoors. Security officers must carry the issue hand-held mobile communication devices on their person at all times. A security officer shall be able to summons law enforcement within thirty (30) seconds after the officer determines he/she needs assistance.
    - (1) Contractor is responsible for providing replacement bulbs and rechargeable batteries for the flashlights and an adequate number of chargers for cellular telephone equipment. In addition, Contractor is responsible for providing an Internet Service Provider/email addresses for all locations/security stations/officers.
    - (2) Contractor is responsible for maintaining the cellular telephone equipment and for providing replacements while any unit is out for repairs.
    - (3) Contractor must provide cellular phones and relevant phone numbers must be provided to Omnitrans' Project Manager or his/her designee.
  - g) Contractor is responsible for equipping each site with 20x50mm binoculars (full size), bull horn, handheld rechargeable spotlight,

video recorder, and a separate digital camera for security officer use at each security stations (4) and contractor provided vehicle(s).

- h) Contractor is responsible for equipping each security station with the necessary office equipment for security officer use. An example of this office equipment, but not limited to, is as follows: printer cartridges and paper (printer provided by Omnitrans), pens, pencils, stapler, staples, hand sanitizer, disposable nitrile gloves, etc.)
- i) Contractor is responsible for providing bottled drinking water for security officer consumption during the days reaching 85 degrees or more at each location/station and mobile patrol.
- j) Contractor is responsible for providing security service for the days and hours specified. Any officer unable to work his/her shift must be replaced by Contractor before the start of the shift. No overtime shall be charged. Contractor must replace any post that is left vacant unexpectedly within 30 minutes and not charge for time not worked. A service credit may be applied under these circumstances.
- j) There may be occasions when an additional officer is required for special events which will be billed at the stated contract rate.
- k) Contractor shall maintain a 24-hour communication center 365 days a year for their employees and for Omnitrans to contact in the event of an emergency. Communication center phones must be immediately answered and staffed at 24/7 365 days a years.
- l) The Contractor will receive Omnitrans owned equipment, keys, electronic card keys to the building, various offices, gates, etc, as required to perform security duties. The contractor shall issue, and account for all Omnitrans owned equipment, keys and electronic key cards issued on each shift. All Omnitrans owned equipment, keys and electronic key cards shall be returned each shift. Each shift shall be responsible for the safety and security of all Omnitrans owned equipment, keys and/or electronic cardkeys in their possession. Contractor shall be responsible for any and all expenses related to any Agency owned equipment replacement where security was found negligent in handling or safeguarding the equipment and required door re-keying as a direct result of security officers losing keys. Contractor shall also be responsible for any and all expenses related to the replacement of lost electronic cardkeys in the form of a Service Credit.

2) Authority

- a) Security personnel shall be helpful, courteous, and professional at all times.

- b) The primary role of the security officer is to be alert, observe, report, and be present rather than apprehend.
  - c) Security personnel shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or abuse against them or other persons in the area.
  - d) **The use of force shall be avoided except for personal protection or for the safety of others.**
- 3) Equipment/Personal Equipment/Visits
- a) At no time shall assigned contract personnel use or tamper with Agency telephones, computers, or other equipment for non-Agency or personal business without prior approval by the Project Manager or his/her designee. Unauthorized use of any Agency equipment may be cause for removal of the Officer from Agency assignment and the Agency may demand a Service Credit.
  - b) Security personnel must always be diligent, vigilant, and alert and focused on their duties, and should not engage in any activity that distracts them from their responsibilities as a security officer.
  - c) Security personnel shall not be permitted to bring to their respective posts any personal items (electronic or otherwise), except equipment required for duty and food and drink to be consumed at appropriate times.
  - d) Security personnel are expected to display a professional image at all times while on duty. Consistent with this is the expectation that officers will be alert to their surroundings at all times while on duty and will not be engaged in any activity that distracts them. Security personnel must be instructed that personal activities, including but not limited to: watching television, listening to radios or any other audio medium, reading any material that is not job related, socializing, sleeping, telephone usage, leaving their post, entertaining personal visitors, etc., are strictly forbidden and may not be engaged in while on post assignment at Omnitrans. Security officers may not smoke while in performance of their duties.
  - e) Contract Security Officers or Account Manager, or any other employee employed by the Contractor may not present or identify themselves as an Omnitrans employee and/or express or interpret policies, procedures, statements, and/or opinions of Omnitrans to the media.

C. Customer/Patron Relations

- 1) Security Officers shall always maintain their professionalism even under stress. Hostile or aggressiveness will not be tolerated in any form. Security Officers will be expected to defuse situations that involve emotion, stress,



and frustration on behalf of the customers, by responding in a polite and cordial manner.

- 2) Security Officers may contact suspicious persons for the purpose of establishing identity and explanation of activity. These contacts will be conducted in a professional and courteous manner. Security Officers are expected to identify his or herself as a Security Officer for Omnitrans during the initiation of the contact. The security officer will provide his or her name if requested by any Omnitrans employee, Law Enforcement Officer or customer.
- 3) Security Officers shall assist the customers/visitors with requests for general information. To that end, in the event the Security Officer does not know the answer to a question, it is expected the officer will make every attempt to contact the appropriate person that can provide the answer. Security officers shall not socialize with visitors.
- 4) Contractor shall be required to monitor Omnitrans' parking lot areas. Each Security Officer should be aware of Omnitrans' notification procedures and regulations related to the use of the parking lot areas. The towing of vehicles will not be carried out, or cause to be carried out, by Contractor unless otherwise instructed by Omnitrans' Project Manager or his/her designee.

D. Days and Hours of Service

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

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

b) East Valley CCTV Control Center

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

c) sbX Green Line and Park and Ride Mobile Patrol

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

d) West Valley Facility

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

e) "T" Street Facility

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

3) Special Events or Emergencies

- a) Additional security services may be required for special events or emergencies at the contracted rate(s)
- b) Contractor shall be capable of providing security officers for emergency situations within a two (2) hour response time after notification by Omnitrans.

E. Security Officer's Log

Contractor must maintain an Officer's Log as required below:

- 1) Maintain a chronological Officer's Log at each facility.

- 2) Do not remove the Officer's Log from the facility.
- 3) Ensure that the Officer's Log contains, at least the following minimum information:
  - a) The Officer's name.
  - b) The times the Officer begins and concludes their shift.
  - c) An inspection by the Contractor's supervisors.
  - d) A report of any doors left unlocked or windows left open at the conclusion of Omnitrans' workday.
  - e) The name and title of any Omnitrans employee, who is authorized to enter the facility at any time and who enters the facility after Omnitrans' work day ends or on days when the facility is closed.
  - f) Descriptions of any suspicious persons loitering near the facility.
  - g) Description of any acts of vandalism or intrusion.
  - h) A report of any event where law enforcement, fire department or other public safety officials are contacted.
  - i) A description of any other events which the officer may wish to note.
- 4) All report entries must be completed honestly, accurately, and in response to an activity.

F. sbX Green Line and Park and Ride Mobile Patrol

- 1) Contractor must provide one (1) fuel efficient (eco-friendly), marked patrol extended cab pick-up truck, including fuel, maintenance, and insurance at no cost to the Agency that is properly equipped, maintained, and identified to conduct mobile patrols. Vehicles must meet all pertinent federal, state, and local regulations, including valid registration and emissions controls. Patrol pick-up truck, mileage, gasoline, etc. and associated equipment is not billable to Omnitrans.
- 2) Contractor patrol pick-up truck must be brand new at the start of the contract and properly equipped (AC/Heater, Blue Tooth, etc.). The vehicle must be replaced when it reaches 125,000 miles and/or 3 years of usage.
- 3) Contractor must have a system in place for cleaning and maintaining the patrol truck that does not impact security assignments. Contractor shall assure the vehicle's appearance displays a professional appearance at all times (no bumper stickers, dings, dents, etc.). If the assigned pick-up truck is out for maintenance, a like vehicle must be provided that has all the equipment listed below. Personal or company vehicles that do not meet the requirements herein shall not be used for patrolling.

- 4) Contractor shall provide all necessary equipment for patrol of the sbX Green Line and Park and Rides. The pick-up truck shall be equipped with:
- a) Security Contractor Logo and professional lettering that states in case of emergency contact 911.
  - b) Roof top mounted emergency led light bar (yellow flashing lights and alley lights)
  - c) External Public Address System
  - d) GPS System (will track vehicle and send weekly report to Omnitrans)
  - e) Magnetic Decal with Omnitrans logo on driver and passenger side doors representing Omnitrans. Logos and design must be approved by Omnitrans.
  - f) Driver and Passenger Side Door Spotlight (mounted to vehicle)
  - g) 12 Volt Portable Spot Light
  - h) Rechargeable 12 volt flashlight with vehicle charger. Flashlight must be security law enforcement grade.
  - i) Five (5) pound ABC Fire Extinguisher
  - j) Industrial First Aid Kit (Contractor s responsible for replacing kit contents as they expire)
  - k) 36" Traffic Cones (10) each
  - l) Traffic A Frames Barricade with Flashing Yellow Barricade Light (3) each
  - m) Cellular Phone with blue tooth and car charger
  - n) Yellow scene management ("SECURITY") tape (3) rolls
  - o) Blanket
  - p) Locking cross bed diamond plate aluminum truck tool box
  - q) Tool kit (hammer, pliers, screwdrivers (multiple sizes – flat and Phillips head), utility knife, channel locks, scissors, allen wrenches, tape measure, duct tape, and gloves, etc.)
  - r) Portable vehicle battery jump start kit
  - s) Portable 12 volt tire inflate pump
  - t) Three (3) 12 volt – hard wired power outlets
  - u) 5W Halogen Map Light with color lenses.
  - v) Laptop Computer with appropriate Microsoft Office Suite for emails and word processing capabilities for Daily Activity Reports, Incident Reports, etc. Lap top must be equipped with computer

light and air card which will allow the Security Officer to send emails with attachments.

- w) Laptop Computer Mount
  - x) Push Bumper
  - y) Power Inverter (12V DC to 120V AC)
- 5) 24 Hour Mobile Patrol Duties: specific patrol duties may include those listed below, but are not limited to:
- a) Respond to the safety and security needs of Omnitrans
  - b) Patrol, monitor, and respond to calls for service for the 15.7-mile sbX Greenline corridor that spans between San Bernardino and Loma Linda and includes 16 art inspired stations as well as four park and ride facilities.
  - c) Handle calls of vandalism, enforce trespassing, fare evasion (on and off bus), unruly passengers (on and off bus), theft, assist with traffic accidents (city streets and park and ride), etc.
  - d) Enforce trespass laws at stations and park and rides, ask violators to leave the premises and contact law enforcement for assistance in removing uncooperative individuals.
  - e) Patrol Security Officers will park the patrol truck at each station and park and ride and perform a foot patrol to check parking lots, platform areas, restroom areas, and other areas as directed by Omnitrans.
  - f) Investigate suspicious activities, vehicles, and persons.
  - g) Respond to call for medical aid and provide assistance to emergency services personnel arrive.
  - h) Liaison with law enforcement when reportable crimes occur on Agency property.
  - i) Handling abandoned vehicles at stations, platform, and park and rides.
  - j) Patrol Security Officers should spend most of their time along the corridor and are not to be used for courier, administrative or “gopher” duties (i.e. picking up checks, retrieving/purchasing supplies, etc.)

G. Account Manager/Supervision

Contractor shall provide telephone number(s) for Supervisors, Account Managers, and Executive Staff and designees, where he/she can be reached 24 hours a day and shall call back within 15 minutes of originating call. Contractor must provide supervision as required below:

- 1) Account Manager – Contractor must assign a full time experienced (5+ years of progressive security or law enforcement experience), dedicated, **salaried** Account Manager with a strong management background, supervisor skills, excellent communicator and capable of interfacing with Omnitrans Management. The Account Manager will have decision making authority of the Contractor and will be responsible for all recruiting, Human Resources, payroll, invoicing, contract compliance, security program development & implementation, security inspection and audits, and other duties assigned by Omnitrans. Account Manager shall receive benefits (medical and dental coverage) and some form of automobile reimbursement (i.e. car allowance, company car, mileage reimbursement) for traversing Agency sites, sbX stations, and park and rides. Furthermore, higher-level managers shall support the Account Manager. The Account Manager shall have access to company resources, such as electronic data bases and other automated systems necessary to uphold the contract. The Account Manager shall dress in business professional attire (men must wear a tie). The Account Manager's time, benefits, and automobile reimbursement is not billable to the Agency.
  - a. The Account Manager is considered a "key personnel" and it is expected that there is no change to the Account Manager position during the initial first two (2) years of this contract. The only exception to this requirement shall be:
    - 1) If the proposed individual resigns from the Contractor's employment and leaves their organization
    - 2) The Contractor, with advanced approval from Omnitrans, proposes a personnel change that provides to Omnitrans a stronger, more experienced Account Manager
    - 3) The personnel change is at the request of Omnitrans. Key personnel changes for any other reason shall be subject to a "service credit" of \$10,000.
  - b) Since the Account Manager position is considered "key personnel," a succession plan must be developed and kept updated at all times. The plan shall be a process for identifying and developing internal people within the Omnitrans account with the potential to fill this key position. The identified Succession Officer shall be trained to assist and fill in for the Account Manager when he/she is away (vacation, medical leave, jury duty, training, etc.). The Succession Officer shall be paid at least 25% more than a regular officer assigned to the account and have all of the required training listed below of the Account Manager. The 25% more pay, training, and other items are not billable to Omnitrans.

- c) Account Manager shall be provided with a laptop computer and air card/data card, Smart Phone (with high resolution camera, email, and texting capabilities).
- d) Account Manager shall be a member of the local chapter of the American Society for Industrial Security (ASIS) and should make every effort to attend the monthly meetings.
- e) Every effort shall be made to minimize the times that the Account Manager has to walk post. In the event the Account Manager has to walk post, the time the Account Manager is walking post is non-billable.
- f) Account Manager and Succession Officer shall be trained in all required training as stated in the Training Section B (1). In addition, the Account Manager and Succession Officer shall be trained in:
  - 1) Wicklander-Zulawski & Associates Interview and Interrogation (Intermediate and Advanced)
  - 2) Computer training in Excel, Microsoft Word, and PowerPoint
  - 3) Certified First Aid, CPR, and AED Trainer for American Red Cross or approved equal,
  - 4) Technician Class Amateur Radio License (ham radio).
  - 5) Other training required by Omnitrans will not exceed \$2,000.00 per year for the Account Manager and Succession Officer. Their time away at this training is not billable to the Agency.
- g) Account Manager shall be responsible for submitting monthly reports, compiling and disseminating statistical data for such items as number of parking tickets issued, incident reports and other statistical information as requested by Omnitrans.
- h) Account Manager shall be responsible for providing monthly comprehensive written reports and data to Omnitrans for the purpose of evaluating the quality and deployment of security services. In order to meet this requirement the Contractor must provide the following:
  - 1) Monday – Friday, Account Manager must contact the Project Manager or his/her designee to report on the previous day's activities and coordinate the day's security efforts and/or as modified.
  - 2) The Account Manager shall collect and compile performance data, daily activity reports data, incident report data, and other appropriate information as specified

by the Project Manager or his/her designee and as detailed herein. This information shall be categorized and provided to Omnitrans in a Monthly Management Report to clearly depict the activities and performance of each security station/post or assignment. The data is to be used by Omnitrans for analyzing the Contractor's performance and quality of service provided and will further be used by the Contractor to produce monthly reports detailing performance standards.

- i) Ensure that supervision of the officers assigned to Omnitrans, is available during all hours in which the service is required.
- j) Make at least three (3) unannounced checks (one (1) per shift) of security services at each facility and mobile patrol each week. One (1) additional unannounced check of security services per week is mandatory for each event in which an officer failed to perform their required duties. During these checks, supervision will assure the security officer appearance is acceptable, post orders are being followed, and if the officer has received proper training. In addition, supervision must assure that the Security Officer has their Guard Card (Temporary Guard Cards are not acceptable) and CPR/First Aid/AED Card on their person and they are valid. Contractor must complete a written report for each inspection. Contractor is required to forward a copy of the inspection report to the Director of Safety & Regulatory Compliance or his/her designee.
- k) Review the Officer's Log, Incident Reports, and Security Officer Daily Reports and other normal issues with the on-duty officer when making any on-site supervisory visits.
- l) Ensure that security stations, CCTV Control Center, and mobile patrol pick-up truck are kept neat and clean at all times.
- m) Ensure that Officers are performing the requirements as contained herein.
- n) Participate in security related training exercises and skill evaluations as requested by Omnitrans.
- o) Standard shifts for Security Officers will be eight (8) hours a day and forty (40) hours per week; with the exception of the CCTV Control Center and Part Time Officers. Assure that no security personnel assigned to the Agency works more than a total of twelve (12) hours out of twenty-four (24) period (one day). Similarly, security officers with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four hour period. Security Officers must be off duty for a minimum of eight (8) hours between any two (2) work shifts.



- p) Attend weekly update meetings with the Project Manager or his/her designee. Agenda for meetings and meeting minutes will be provided by the Account Manager. This meeting will be used to review program progress and operational and administrative concerns relative to this project. The Account Manager's supervisor must attend this meeting once a month.
  - q) Conduct monthly Security Inspections and quarterly Threat and Vulnerability Assessments of all sites. Inspections shall be in writing and provided to the Project Manager or his/her designee with five (5) days of inspection.
  - r) Investigate security-related issues as requested by the Project Manager or his/her designee. Investigations shall be conducted in accordance with Wicklander-Zulawski guidelines and documented. Investigations shall include reviewing of video surveillance cameras and providing copies of video and investigation write-up to the Project Manager or his/her designee within one (1) day of completion.
- 2) Account Manager Deliverables:
- a) Security Officer Deployment Schedule – Weekly
  - b) Monthly Management/Activity Report – Monthly
  - c) Statistical Report – Monthly
  - d) CCTV Video Request Report– Monthly
  - e) Security Incident/ Breaches Report – Monthly
  - f) Security Officer Training Report - Monthly

H. Plans/Programs

- 1) At the beginning of the contract, Contractor shall submit at a minimum thirty (30) day transition plan for implementation. This plan shall include tasks, time frames, and procedures for a cold start transition. The plan shall include individuals that will be assigned to the transition team with current contact information, telephone numbers and email addresses.
- 2) Contractor shall describe in detail all benefits offered to employees. Include health care (medical, dental, etc.) insurance, life insurance, holiday pay, vacation, and any other benefits offered. Employee benefits are not billable to the Agency.
- 3) Contractor shall have at least two (2) specific incentive and recognition programs for employees assigned to Omnitrans. The Contractor shall provide an outline explaining how these programs work and who manages them. Employee incentive and recognition programs are not billable to the Agency.

- 4) Contractor must submit a complete training program with the training as outlined.
- 5) The Contractor must have a progressive disciplinary action program to address issuance of absences, tardiness, not following orders, sleeping on the job, not wearing proper uniform, customer complaints, abandoning post, etc. Contractor must submit a complete progressive disciplinary program.
- 6) The Contractor must have a Uniform Inspection Program in place for random uniform inspections of all personnel that will be working at Omnitrans. Uniform Inspection Program must be submitted to Omnitrans.

I. Service Credit

- 1) If at any time Contractor fails to provide any service as agreed, Contractor shall issue a “service credit” to Omnitrans. A “service credit” for each incident shall be calculated using a minimum of one (1) completed security officer work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the Project Manager or his/her designee. Service credit shall be given in addition to any deduction for hours not worked. Contractor may be considered in default of the contract under any one or more of the following situations as listed here or stated elsewhere in the contract. Omnitrans may demand a Service Credit for each violation. This list is used for example purposes only and does not limit what constitutes a violation of the contract and when a service credit may be demanded:
  - a) Use of security officers(s) who do not possess a valid guard registration card issued by the State of California.
  - b) Submission of inaccurate or falsified invoices, tour verification reports, incident report, or shift activity reports.
  - c) Involvement in or attempting any fraudulent or illegal act against the Agency by an employee of the contractor, whether or not he or she is considered “on duty” by the contractor.
  - d) Failure of Contractor to remove a particular employee from performing on the contract at the Agency request.
  - e) Failure of Contractor to maintain licenses and permits as required by any governmental agency to perform the services as agreed in this contract.
  - f) Being under the influence of illegal drugs or alcohol or having any detectable amount of illegal drugs in a Contractor’s employee’s blood stream.
  - g) Being under the influence of prescribed medication that may affect job performance.

- h) Abandoning post.
- i) Failure to adhere to Omnitrans policies and procedures, post orders, etc.

\*End Scope of Work\*

ITEM # F5

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

**FROM:** Jacob Harms, Director of Information Technology

**SUBJECT: AUTHORIZE SOLE SOURCE PURCHASE  
ANNUAL SOFTWARE MAINTENANCE SERVICES  
SAP ERP SOFTWARE FOR BUSINESS SYSTEMS**

**FORM MOTION**

Authorize the Interim CEO/General Manager to issue sole source purchase order to SAP Public Services, Inc., Palo Alto, CA, for the SAP Enterprise Resource Planning (ERP) software maintenance services for the Agency's business systems, beginning January 1, 2014, and ending December 31, 2014, in the amount of \$274,030.10.

**BACKGROUND**

Maintenance support is only available from SAP and the fee includes maintenance and support of the SAP ERP product including software upgrades, maintenance and support of required third party software and all applicable taxes.

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

**FUNDING SOURCE**

Funding for this contract is budgeted in Information Technology's operating budget.

Department Number           1320  
Expenditure Code           505170

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

## **CONCLUSION**

Approval of the recommended action will allow Omnitrans to renew the license and maintenance agreement with SAP to ensure the Agency has the support required for the various modules owned (ex: Human Resources and Finance modules, etc.).

PSG:JH

ITEM #         F6        

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: AUTHORIZE AWARD – CONTRACT ITS14-82  
AUTOMATIC PASSENGER COUNTERS**

**FORM MOTION**

Authorize the Interim CEO/General Manager to award Contract ITS14-82 to Trapeze Software Group, Inc., of Scottsdale, Arizona, for the provision of Automatic Passenger Counters (APC) for the sbX articulated buses in the amount of \$138,497 for the base contract, plus \$16,300 for the profiling option, and \$14,124 for the option of up to two additional APCs, for a contract not-to-exceed amount of \$168,921, plus a ten percent contingency of \$16,892, and a 3.27% Cost Allocation Plan (CAP) of \$6,076, for a not-to-exceed amount of \$191,889.

**BACKGROUND**

APCs allow for accurate and automated passenger boarding and alighting counts by route, stop, trip and time of day. This data allows Omnitrans to continually optimize routing, generate reliable estimates of the fare evasion rate so staff can monitor and prevent fare erosion due to fare evasion, and is used to complete required annual reports to the Federal Transit Administration's National Transit Database (FTA's NTD), which ultimately feed into federal transit funding formulas.

On November 6, 2013, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-ITS14-82. Staff released the RFP, notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system.

A pre-proposal meeting was held November 20, 2013, but there was no vendor participation. Additional outreach was conducted and a second meeting scheduled for December 18, 2013. Although no vendors attended either pre-proposal meeting, questions were submitted during the Request for Information period, indicating participation in this solicitation.

One proposal from Trapeze Group was received prior to the January 22, 2014 deadline and was deemed responsive and responsible. In accordance with Federal Transportation Administration (FTA) Circular 4220.1F, staff contacted potential bidders that chose not to submit a proposal. As

a result of the survey, staff determined that the limited number of responses was unrelated to any terms or specifications of the solicitation.

The proposal was evaluated based on the criteria set forth in the RFP and scored as follows:

<b>Criteria</b>	<b>Points Possible</b>	<b>Trapeze Software Group</b>
Responsiveness to Requirements of Scope	10	9.4
Work Plan	40	36.0
Experience	20	20.0
Price	30	30.0
<b>TOTAL</b>	<b>100</b>	<b>95.4</b>

Trapeze Software Group proposes a technically acceptable solution that meets the requirements of the RFP. The proposed price of \$168,921, plus the ten percent contingency and CAP totaling \$191,889 is deemed fair and reasonable as it is less than the independent cost estimate of \$199,957.

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

### **FUNDING SOURCES**

Funding for this purchase is as follows:

<b>FUNDING</b>	<b>GRANT</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
FTA	CA-95-X124	2011	sbX E-Street Corridor	X11B20101Q	\$191,889

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

### **CONCLUSION**

By proceeding with this solicitation to equip the sbX buses with APCs, Omnitrans will be provided with the most efficient and reliable method to accurately capture ridership levels at the required reporting detail.

PSG:JMS:CV

ITEM # F7

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: AUTHORIZE RELEASE - RFP-MKT14-120  
ADVERTISING AND DESIGN SERVICES**

**FORM MOTION**

Authorize the Interim CEO/General Manager to release Request for Proposals RFP-MKT14-120, for the provision of Advertising and Design Services for a three-year base period beginning July 1, 2014 and ending June 30, 2017, with the option to exercise two single option years, for an end date no later than June 30, 2019.

**BACKGROUND**

Omnitrans utilizes the services of a qualified firm to provide Advertising and Design Services. The firm assists Omnitrans' Marketing Department in meeting its marketing goals. The requirements include providing professional creative and graphic design services; website design and maintenance; media analysis, production, buying services; and advertising services. The current Contract MKT09-26 expires June 30, 2014.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project is \$3,340,773 over five years. Annual contract amounts will be based on Board approved budget amounts.



### **FUNDING SOURCE**

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

Department	1400
Expenditure Code	509080

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

### **CONCLUSION**

By proceeding with this solicitation, Omnitrans will be able to continue to develop and implement effective advertising campaigns, produce professional marketing materials, and maintain or enhance the Agency's website, [www.omnitrans.org](http://www.omnitrans.org). Collectively, these efforts will help increase ridership, enhance community awareness and project a positive image of Omnitrans.

PSG:JMS:CV

ITEM # F8

**DATE:** February 5, 2014

**TO:** Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

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

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

**SUBJECT: AUTHORIZE RELEASE – IFB-MKT14-164  
FARE MEDIA PRINTING**

**FORM MOTION**

Authorize the Interim CEO/General Manager to release Invitation for Bids IFB-MKT14-164, for the provision of Fare Media Printing for a two (2) year base period, and three (3) single option years beginning June 1, 2014, and ending no later than May 31, 2019.

**BACKGROUND**

The current contract for Fare Media Printing services expires May 31, 2014. Omnitrans utilizes the services of qualified firms to provide the printing of bus passes and trim cards. Staff recommends seeking the services of a single firm to print the different types of bus passes and trim cards, with the initial order for July 29, 2014, and thereafter, on an as-needed basis.

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 \$165,000 for the base period, plus the three (3) single option years.

**FUNDING SOURCE**

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

Department Number 1400  
Expenditure Code 509230

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

## **CONCLUSION**

By proceeding with this solicitation, Omnitrans' will streamline the ordering process, thereby utilizing staff time efficiently.

PSG:JMS:aa