



ADMINISTRATIVE & FINANCE COMMITTEE
FEBRUARY 13, 2020
SUPPLEMENTAL INFORMATION

ITEM #E6 PURCHASED TRANSPORTATION SERVICES
ITEM #E7 INSURANCE BROKER SERVICES



CONTRACT AGREEMENT

between

CONTRACTOR
First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202

(hereinafter "CONTRACTOR")
Contact: Brad Thomas, President
Telephone: (513) 419-8604
Email: brad.thomas@firstgroup.com

Remit Address
same

CONTRACT DOCUMENTS

CONTRACT NO. STS20-03

Purchased Transportation Services

And

Contract Amount: \$39,457,290

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

Omnitrans Project Manager:

Name: Frank Quass
Title: Purchased Transportation Administrator
Telephone: (909) 379-7212
Email: frank.quass@omnitrans.org

Contract Administrator:

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



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING SCHEDULES - ACCESS/OMNIGO AND MICROTRANSIT

ATTACHMENT D – POLICY 707 PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this ____ day of _____, 2020 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and First Transit, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

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

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

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

1. SCOPE OF WORK

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

2. PERIOD OF PERFORMANCE

- A. The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through June 30, 2023, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

- B. 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 July 1, 2023 through June 30, 2027, which period encompasses the remaining option years.

3. CONTRACT OPTIONS

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

4. COMPENSATION

- A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.
- B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Thirty-Nine Million Four Hundred Fifty-Seven Thousand Two Hundred Ninety Dollars (\$39,457,290), 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.

ACCESS/OMNIGO	
Base Year 1	\$11,909,711
Base Year 2	\$12,698,421
Base Year 3	\$13,354,159
Base Years Total	\$37,962,352

MICROTRANSIT- Chino Hills / 3 Vehicles	
Pilot Year 1	\$743,755
Pilot Year 2	\$751,183
Total Pilot	\$1,494,937

5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

Accountspayable@omnitrans.org

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

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

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

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire

overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

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

6. AUDIT AND INSPECTION OF RECORDS

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

7. NOTIFICATION

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

To OMNITRANS:

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

To CONTRACTOR:

First Transit, Inc.
13200 Crossroads Pkwy N., Suite 450
City of Industry, CA 91746
Attn: Fadi Chakbazof, Sr. Vice President
Phone: (513) 704-4685

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

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

Project Manager: Frank Quass, Purchased Transportation Administrator

- 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>
Laura Sampson	General Manager
Anthony Asheghian	Assistant General Manager
Walter Andrade	Operations Manager
Ramon Allen	Maintenance Manager

Any proposed/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 indeed possess such expertise and experience.

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

9. DISPUTE RESOLUTION

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

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

10. TERMINATION FOR CONVENIENCE

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

11. TERMINATION FOR BREACH OF AGREEMENT

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

the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

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

13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

- a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or
- b. Permit any subcontract to be assigned or transferred; or
- c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address

Work to Be Performed

N/A

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel

performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

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

2) Deductibles or Self-Insured Retention (SIR)

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

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

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

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

b. Workers' Compensation

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

c. Care, Custody, and Control

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

4) Acceptability of Insurers

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

5) Verification of Coverage

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

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

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

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

- 1) ☒ **Commercial General Liability** with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than twenty-five million dollars (\$25,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Vendor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that Omnitrans and its officers, officials, employees, agents and volunteers shall be additional insureds under such policies.
- 2) ☒ **Automobile Liability:** coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than twenty-five million dollars (\$25,000,000) per accident.
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☒ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☒ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☒ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

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

17. PERFORMANCE BOND

The Contractor shall provide to Omnitrans a performance bond from an insurance company admitted in the State of California with a rating of A- or better with a financial size category of IX or better as determined by A.M. Best Company, in the amount of \$1,000,000. Said performance bond may be annually renewable and shall remain in effect throughout the entire term of the contract unless waived in writing by Omnitrans at its sole discretion.

18. 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.

19. 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.

20. 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.

21. 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.
- C. The creation or provision of intellectual property is not required other than data provided for reporting purposes.

22. 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. The creation or provision of intellectual property is not required other than data provided for reporting purposes.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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).

28. COMPLIANCE WITH LAW

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

29. 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.

30. CALIFORNIA CONSUMER PROTECTION ACT

CLIENT is a government entity or a not-for-profit entity and is not a "Business" as defined by the California Consumer Protection Act ("CCPA"). If CLIENT's status in such regard changes, Client shall provide First Transit, Inc. ("FT") prompt notice so that the parties may in good faith negotiate an amendment that will address the parties' respective obligations under the CCPA as to CLIENT as a Business and as to FT as a Service Provider. In the event of any future privacy or other laws that create new compliance obligations for the parties arising out of their relationship pursuant to the Services or Agreement(s), the parties shall in good faith negotiate a further amendment that will address the parties' respective obligations in connection therewith.

CLIENT Personal Information ("PI" as defined in the CCPA) collected in the course of performing the Services is CLIENT's property, which CLIENT solely owns and controls. FT shall not retain, use, or disclose CLIENT PI for any purpose other than performing the Services for CLIENT as specified in the Agreement. For the avoidance of doubt, the following uses will be deemed to be reasonably necessary for performing the Service: picking up and delivering CLIENT customers to authorized destinations, accident investigations and reporting of incidents to public safety personnel and CLIENT, or as required under applicable law or court order ("Permitted Purposes"). FT may also use CLIENT PI for fraud investigations, in relation to risk management matters, and to identify security risks. Consistent with the parties' Agreement, FT shall retain, use, and disclose CLIENT PI for the Permitted Purposes, but for no other purposes.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. LICENSING, PERMITS AND INSPECTION COSTS

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

39. AGENCY OWNED VEHICLES

In addition to the Contractor's duties and obligations as set forth in the Scope of Work, the Contractor understands and acknowledges that Agency-owned vehicles shall not be subleased to any entity or individual without the express prior written consent of Agency.

40. PRECEDENCE

- A. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, as may be amended; (2) any and all Appendices, Exhibits and Attachments to this Agreement; (3) provisions of RFP-ST20-03 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (4) CONTRACTOR's proposal dated November 25, 2019 and its Appendices, Exhibits, Attachments and its Best & Final Offer dated February 3, 2020.
- B. In the event of a conflict, and notwithstanding the order of precedence, the most restrictive requirement shall govern, unless otherwise agreed upon in writing by OMNITRANS.

41. 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

FIRST TRANSIT

Erin Rogers
Interim CEO/General Manager

Bradley Thomas
President

Date

Date

Mark Williams
CFO

Date

Federal Tax I.D. No. 23-1716119

DP



ATTACHMENT A - SCOPE OF WORK
STS20-03
PURCHASED TRANSPORTATION SERVICES

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Z	CHAIN OF CUSTODY
AA	MICROTRANSIT SERVICE AREAS

1. PURPOSE

CONTRACTOR shall operate the following services: Access Americans with Disabilities Act (ADA) Paratransit service and OmniGo fixed route service, and as options, an expanded OmniGo fixed route service and a Microtransit service.

A. BASE SERVICE

- 1) The Access Paratransit program provides public transit service for individuals with disabilities, as required by the ADA. This service is provided using cutaway vehicles.
- 2) OmniGo is a fixed-route local circulator service operated with cutaway vehicles on fixed routes.

B. OPTIONAL OMNIGO SERVICE

- 1) OMNITRANS is considering expanding the OmniGo fixed route service up to 30,442 revenue hours.
- 2) This optional service may be implemented in whole or in part during FY2021 through FY2025.
- 3) CONTRACTOR shall be given sixty (60) day notice prior to implementation of this optional OmniGo service.

C. OPTIONAL MICROTRANSIT PILOT

- 1) OMNITRANS is exploring its options regarding implementation of Microtransit.
- 2) OMNITRANS has identified six potential pilot areas which currently include:
 - a. Bloomington
 - b. Chino Hills
 - c. Downtown San Bernardino
 - d. North Fontana/Rialto
 - e. North San Bernardino
 - f. Yucaipa
- 3) OMNITRANS may elect to award this project together with the base service to one CONTRACTOR or may elect to award this project separate from the base service to another CONTRACTOR.
- 4) OMNITRANS at its sole discretion may elect to implement this option in one pilot area at a time or may elect to implement multiple pilot areas.
- 5) CONTRACTOR shall be given ninety (90) day notice prior to implementation of either of these optional Micro Transit pilots.

2. OVERVIEW

A. Access

- 1) ADA requires agencies operating fixed route services to provide complementary paratransit service for individuals who are unable to use the fixed route bus system offered by OMNITRANS. OMNITRANS provides for Access Paratransit (Access) services through its CONTRACTOR. This Scope of Work (SOW) sets forth the requirements for the management, operations, and maintenance of this service.
- 2) Access transportation service is available for ADA paratransit-eligible individuals to any location within $\frac{3}{4}$ of a mile of any regular fixed-route bus operated by OMNITRANS during the hours of regular fixed route bus service. Access trips include advance reservation and subscription trips.
- 3) Access is also available during limited times beyond the base ADA service area for a premium fare. The eligible Access passenger must reside at a location outside the standard ADA service area and the trip must originate or terminate at their residence from/to a location within OMNITRANS' defined ADA service area. Additionally, the passenger's residence address must be within the city limits of one of the OMNITRANS Joint Powers Authority (JPA) cities: Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

B. OmniGo

- 1) CONTRACTOR shall deliver OmniGo fixed-route service. CONTRACTOR shall provide OmniGo fixed-route service in cutaway vehicles to designated routes with ridership that does not require an OMNITRANS 40' transit coach. OMNITRANS' OmniGo routes assigned to the CONTRACTOR are subject to change at the sole discretion of OMNITRANS.
- 2) The base service OmniGo routes to be assigned to the CONTRACTOR are Routes 308, 309, 310, 320, 325, 329, and 365. Exhibit A - Hours and Miles, provides estimated revenue hours and vehicle miles. Exhibit B, OmniGo Schedule, contains route specific information for each of the initial routes.
- 3) The OPTIONAL OmniGo routes are tentatively identified as noted in Exhibit A, Hours and Miles and EXHIBIT B – OmniGo Schedule. The Exhibit A provides the range of revenue hours and vehicle miles should this option be exercised.

C. Optional Microtransit

Introduction to and definition of Microtransit for the purposes of this RFP:

CONTRACTOR shall assist Omnitrans with the development and management of a microtransit program and provide monthly reports and evaluations to monitor the performance of the program. CONTRACTOR shall assist with the development of microtransit services as defined by the Federal Transit Administration (FTA): "IT-enabled

private multi-passenger transportation services, such as Bridj, Chariot, Split, and Via, that serve passengers using dynamically generated routes, and may expect passengers to make their way to and from common pick-up and drop-off points. Vehicles can range from large SUVs to vans to shuttle buses. Because they provide transit-like service but on a smaller, more flexible scale, these new services have been referred to as “microtransit” (FTA, Shared Mobility Definitions, <https://www.transit.dot.gov/regulations-and-guidance/shared-mobility-definitions>).

- 1) OMNITRANS requires CONTRACTOR to deliver demand responsive Microtransit service when/if this option is implemented. CONTRACTOR shall provide Microtransit service in accessible vehicles in designated pilot areas as directed by OMNITRANS. OMNITRANS’ Microtransit pilot areas assigned to the CONTRACTOR are subject to change at the sole discretion of OMNITRANS.
- 2) The first six (6) pilot areas are defined in Exhibit AA – Microtransit Service Areas. The tentative order of implementation is Bloomington, Chino Hills, and North Fontana/Rialto. This order of implementation is subject to change by OMNITRANS.
- 3) The Microtransit service shall operate Monday through Friday between 5:00 AM and 7:00 PM except for the six non-service holidays of New Year Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day.
- 4) Microtransit Service Criteria
 - a. CONTRACTOR shall provide a Microtransit APP for IOS and Android devices which will provide the rider ability to:
 1. Book a demand ride
 2. Book a scheduled ride for the same day
 3. Check on the arrival status of a ride
 4. Cancel a ride
 5. Make payment for a ride from a preidentified source
 6. Check other transit options from their ride location
 7. Provide feedback regarding a ride experience
 - b. CONTRACTOR shall provide a booking phone number for riders who prefer speaking to a live agent.
 1. Calls to the booking phone number shall not have an average initial hold time greater than two (2) minutes
 2. CONTRACTOR shall provide to OMNITRANS a monthly phone summary report which details the number of calls handled, the number of calls abandoned, the average initial hold time and the longest hold time
 - c. Microtransit response time shall be comparable for ambulatory passengers and passengers using mobility devices.

- d. Microtransit vehicles shall be of sufficient size to transport up to two (2) power mobility devices while also carrying no less than two (2) ambulatory riders together.
- e. Microtransit vehicles shall be of sufficient size to transport no less than six (6) ambulatory riders with no mobility devices.
- f. Microtransit vehicles shall be equipped with a mobile IOS or Android device with GPS features to:
 - 1. receive trip information
 - 2. view map information
 - 3. timestamp trip arrival information
 - 4. timestamp trip completion information
 - 5. send location information
 - 6. send vehicle arrival information
- g. OMNITRANS will provide the vehicle branding details at a date to be determined.
- h. CONTRACTOR shall use dispatching software which will:
 - 1. Display the pending trips and the active vehicles on a map screen
 - 2. Record the booking time, arrival and completion times for each trip
 - 3. Record the fare collected
 - 4. Record the driver and the vehicle used to perform each trip
 - 5. Highlight trips which have aged beyond 15 minutes without being dispatched
 - 6. Flag vehicles which are in transit for greater than 20 minutes
 - 7. Produce daily, weekly and monthly ridership reports in Excel or CSV format

3. GENERAL INFORMATION

- A. CONTRACTOR may subcontract with other paratransit service subcontractors or taxi providers, but the prime CONTRACTOR is responsible for all actions of its subcontractors and all such subcontractors must be disclosed and approved in advance by OMNITRANS. The CONTRACTOR shall ensure that all trips are provided within the parameters of the contract and that individuals are eligible for particular trips. Additionally, the CONTRACTOR shall ensure that trips are provided in a timely, safe manner and that trip and performance data are accurate and submitted to OMNITRANS as required by contract.
- B. CONTRACTOR shall be familiar with and enforce Access policies and procedures as detailed in the Access Paratransit Policies booklet included as Exhibit C - Paratransit Policies. The CONTRACTOR shall understand that from time to time OMNITRANS may amend its Access policies and procedures.
- C. To maximize cost-effectiveness, OMNITRANS' service area has been divided into two (2) Access service areas. Exhibit A – Hours and Miles provides estimated revenue hours and vehicle miles.

1) West Valley

Pick-up locations west of Etiwanda Avenue are included in the West Valley operating area. This includes the cities of Alta Loma, Rancho Cucamonga, Chino Hills, Montclair, Ontario, Chino, Upland and portions of Pomona.

2) East Valley

Pick-up locations east of Etiwanda Avenue are included in the East Valley operating area. This includes the cities of Fontana, Rialto, Colton, Grand Terrace, San Bernardino, Highland, Loma Linda, Redlands and Yucaipa

- D. CONFIDENTIAL INFORMATION - No reports, information, data, documents, or correspondence given to or prepared or assembled by the CONTRACTOR under this contract shall be made available to any individual or entity without prior written approval of OMNITRANS.
- E. CONTRACTOR shall have a work stoppage contingency plan, an emergency action plan, a Continuity of Operations Plan (COOP), and a disaster recovery plan. A sample of these plans must be submitted with proposal. Final plans to be developed during the startup period.
- F. CONTRACTOR shall submit an organization chart for their project personnel with proposal.

4. PROJECT OPERATING FACILITIES

A. East Valley (EV) Paratransit - 234 South "I" Street, San Bernardino, CA 92410

Omnitrans-owned facility: Occupied by incumbent Contractor for administrative and operations support, centralized dispatch and reservations for all paratransit services and maintenance for East Valley Access, and OmniGo Routes 308, 309, 310, 320, 325, and 329 vehicles. Omnitrans' contracted security guard service is provided during off-hours. The current Contractor's Project/General Manager, East Valley Operations Manager, Safety and Training Manager, Maintenance Manager, and Dispatch Supervisor are at this location. The majority of the revenue vehicles operated at this site are powered by CNG fuel.

B. West Valley (WV) Paratransit- 9421 Feron Blvd, Unit 101, Rancho Cucamonga, CA 91730

Omnitrans-leased facility: The Contractor is responsible for maintaining an alarm monitoring and response security system for this site. Currently occupied by incumbent Contractor and used for administrative and operations support, window dispatch and maintenance support for West Valley Access, and OmniGo Route 365. 100% of the revenue vehicles at this site are CNG powered.

C. Revenue Vehicle CNG Fueling

The refueling of the Access CNG revenue vehicles is to occur at either the Omnitrans San Bernardino operations and maintenance facility at 1700 W. Fifth Street or at the Omnitrans Montclair operations and maintenance facility at 4748 Arrow Highway. CNG fueling hours are approximately 06:00 to 15:45 daily." Fueling hours are subject to change based on SCE electrical rate plans. OmniGo CNG revenue vehicles are to refuel at either Omnitrans facility when possible. CNG fuel cards will be issued to OmniGo CNG vehicles to allow for off-site fueling when necessary in the evenings at completion of shift.

5. OMNITRANS' ROLES AND RESPONSIBILITIES

- A. CONTRACTOR performance and oversight under the awarded Contract will be managed by Omnitrans' Special Transportation Services (STS) Department.
- B. The roles and responsibilities of OMNITRANS specific to the operation of the Purchased Transportation Service described in this SOW are outlined as follows:
- 1) Establish service policies and/or modification of service policies for Access Service operations and maintenance, ensuring compliance with ADA regulations.
 - 2) Provide Access Service eligibility determination services.
 - 3) Provide paratransit scheduling and dispatch software, upgrades, licensing, and hardware and communications systems as detailed herein.
 - 4) Provide dedicated revenue vehicle fleet, including fuel and all Omnitrans required auxiliary equipment, for use on OMNITRANS' Access and OmniGo services. This does not apply to CONTRACTOR-owned vehicles.
 - 5) Provide an operations and maintenance facility, including facility maintenance services, as follows:
 - a. Major electrical;
 - b. Air Conditioning and Heating service and maintenance;
 - c. Outside lighting (standards and lights);
 - d. Internal sprinkler system;
 - e. Property fencing;
 - f. Parking lot repairs;
 - g. Landscaping;
 - h. Roof maintenance;
 - i. Plumbing (pipes and fixtures);
 - j. Building Structural damage repair; and
 - k. Major repairs;
 - l. Omnitrans owns one set of Mobile Column Hoists at each of the contractor operating sites and will perform annual maintenance on these units. Note: these hoist sets will not be replaced once they become inoperable. See Exhibit D, Omni-Owned Shop Equipment.
 - m. Omnitrans owns an A/C Recovery Machine at each of the contractor operating sites and will perform the annual maintenance on these machines. Note: these machines will not be replaced once they become inoperable.

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- n. Electrical, gas and water costs for both the EV and WV Paratransit Facilities
 - o. Telephone service for dispatch, reservations and published customer information lines
 - p. Costs of communications (T-1 lines et al) related to the onboard communications and video systems
- 6) Establish fare policies and fare structures. See Exhibit E Fares.
 - 7) Perform overall branding and marketing of the services.
 - 8) Administer and monitor the Contract including performance monitoring, audits, and review of contractor accident/incident investigations.
 - 9) When it is necessary to change, add or delete a route from CONTRACTOR operation, OMNITRANS will provide a minimum of 60 days' advance written notification.
 - 10) Receive invoices, verify monthly reports, and process payments to CONTRACTOR per Contract.
 - 11) Submit required National Transit Database (NTD) report with data provided by CONTRACTOR.
 - 12) Monitor all customer comments received related to the service, review CONTRACTOR input and coordinate written responses as required.
 - 13) Attend meetings with CONTRACTOR Project Management Team, on a monthly basis or more often as needed.
 - 14) Make presentations to OMNITRANS' Board of Directors and Board Committees relative to project status, as needed.
 - 15) During transition, provide up to 60 of the revenue vehicles for training use on weekends and after 6:00 p.m. on weekdays. The training room at the East Valley Paratransit facility will be made available to the Contractor as needed during the transition of providers.

6. CONTRACTOR'S ROLES AND RESPONSIBILITIES

- A. The CONTRACTOR shall provide all aspects of the Purchased Transportation Services, including management, operations, and maintenance.
- B. The roles and responsibilities of CONTRACTOR specific to the operation of the Purchased Transportation Services described in this SOW are outlined below (this list is not to be considered all-inclusive):
 - 1) CONTRACTOR shall comply with all applicable Federal, State and Local laws and regulations in its management and operation of purchased transportation services and its occupancy and use

PURCHASED TRANSPORTATION SERVICES

of the OMNITRANS facilities including, but not limited to, those listed below. In addition, CONTRACTOR and any subcontractors shall comply with all Federal Transit Administration (FTA) requirements related to the receipt of Federal funds.

- 2) Americans with Disabilities Act (ADA): CONTRACTOR shall be fully knowledgeable of and at all times in full compliance with the Code of Federal Regulations requirements of 49 CFR 37, Transportation Services for Individuals with Disabilities. CONTRACTOR shall advise OMNITRANS of any issue relating to ADA compliance and shall consult and assist OMNITRANS to maintain full compliance at all times.
- 3) Provide the Purchased Transportation Services as described in this SOW in compliance with all applicable local, county, state, and federal laws and regulations.
- 4) Recruit, hire, and train all personnel including management, staff, and vehicle operators necessary to operate the service.
- 5) Provide for on-going management and supervision of its employees.
- 6) Provide, either directly or through subcontract arrangement(s), for the operation of purchased transportation services as described herein.
- 7) Collect Access fares and fare media, account for, and report all fare revenues received during operation of the service.
- 8) Investigate all customer comments received, enter responses directly to Trapeze COM software within prescribed policies, and as necessary provide written reply to complainant within five (5) business days for general complaints and within three (3) business days for safety related complaints.
- 9) Prepare and submit all operating reports on time and in the prescribed formats.
- 10) Develop a lost item process similar to OMNITRANS' Exhibit F - Lost and Found Procedures.
- 11) Provide an adequate number of non-revenue vehicles to perform operator shift changes and/or reliefs for Access and OmniGo Services, road supervision, and maintenance road calls.
- 12) Provide required office equipment and any other equipment deemed necessary to operate the service.
- 13) Attend meetings with OMNITRANS staff as required.
- 14) Attend monthly CONTRACTOR and/or STS meetings with OMNITRANS to address current status of operations, to identify new challenges to meeting performance objectives and what steps require implementation to overcome said challenges.

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- 15) Ensure that each farebox-equipped CONTRACTOR-operated vehicle is probed a minimum of three times weekly at the nearest OMNITRANS fixed route bus facility.
- 16) Attend OMNITRANS' Board of Directors meetings.
- 17) Attend OMNITRANS' Board Committee meetings as needed.
- 18) Maintain operations facilities as follows:
 - a. Interior and exterior light bulbs (except parking lot light poles);
 - b. Cover plates for all electrical outlets and switches;
 - c. Routine building and property upkeep including janitorial services.
 - d. Carpet cleaning and/or floor buff, seal and wax; as per flooring manufacturer's care instructions.
 - e. All damages caused by misuse, abuse or negligence.
- 19) Internet service to access Contractor's corporate system, cable or satellite if needed in the driver assembly area and security alarm system for the West Valley leased facility.
- 20) Remove tablet brackets from decommissioned vehicles and reinstall same brackets into newly commissioned vehicles as applicable.

7. ACCESS ELIGIBILITY (Included for Informational Purposes only)

- A. Before riding Access, an individual's eligibility will be certified by an OMNITRANS Transit Evaluator who determines the applicant's eligibility. If found to be eligible, an individual will receive one of the following eligibility levels:
 - 1) Unconditional: where the individual is eligible to ride Access for any trip that corresponds to a similar trip on the fixed-route bus system within the OMNITRANS service area;
 - 2) Conditional: where the individual is eligible to ride Access only for those specific trips which they are determined eligible;
 - 3) Temporary: where eligibility is granted for a specified time period; and
 - 4) Visitor: where eligibility of another transit agency is granted on a limited basis.
- B. After eligibility is determined by OMNITRANS' Transit Evaluator, each eligible individual's trip requirements are stored in the passenger database file for use by the CONTRACTOR to determine the rider's trip eligibility. There are approximately 8,100 active individuals currently certified as eligible for Access.
- C. ADA eligibility is determined by an in-person assessment process. Individuals requiring transportation to/from the eligibility site must be provided free transportation. This transportation

will be provided by the CONTRACTOR on the Access fleet and eligibility trips must be shared ride with other Access trips to the most reasonable extent.

- D. Access service shall be provided to any unconditional eligible individual who requests a trip to/from any location which is served by an OMNITRANS public fixed-route bus during the hours and days of operation of the fixed-route system.

8. PROJECTED REVENUE VEHICLE HOURS

- A. The number of annual Revenue Vehicle Hours (RVH) provided under this Contract is an estimate of the service level required to meet ACCESS Service demand; this estimate may be subject to change. Use of a fixed and variable rate structure shall protect both CONTRACTOR and OMNITRANS from such changes.
- B. The estimated annual vehicle miles/revenue hours are estimates only as are the estimated weekday trips. OMNITRANS does not guarantee that trips, revenue hours or vehicle miles will surpass or even equal the estimated amounts specified above. As such, the estimated amounts are not a guarantee, commitment, or a promise that in the future OMNITRANS will guarantee any minimum quantity of services.
- C. OMNITRANS reserves the right to increase or decrease Access Service revenue hours by up to twenty percent (20%) without change in compensation rates, variable or fixed, agreed to be paid to CONTRACTOR. If the number of Access revenue hours decreases in excess of 20% of the estimated number set forth above, or if the number of revenue hours increases over 20% from that estimated above after adjustment for the amount of the monthly estimated growth rate above, the CONTRACTOR or OMNITRANS can request a re-negotiation of the proposed rates. CONTRACTOR agrees that OMNITRANS may direct either an increase or decrease in the Revenue Vehicle Hours listed above up to 20% above or below the estimated annual totals indicated for each year without renegotiation of the variable hourly rate for that particular year.
- D. OMNITRANS reserves the right to increase or decrease the revenue hours for the base OmniGo Fixed Route Service by up to twenty percent (20%) without any change in compensation rates, variable or fixed, agreed to be paid to CONTRACTOR. If the number of BASE OmniGo revenue hours decreases in excess of 20% of the estimated number set forth above, or if the number of BASE OmniGo revenue hours increases over 20% from that estimated above after adjustment for the amount of the monthly estimated growth rate above, the CONTRACTOR or OMNITRANS can request a re-negotiation of the proposed rates.
 - 1) OMNITRANS changes to the OmniGo routes occurs at the shift-bid start dates which are in January, May, and September of each year.
- E. OPTIONAL OmniGo service may be added or deleted route by route at any time during the term of this contract with OMNITRANS providing sixty (60) day notice. Changes, additions, and/or deletions will be scheduled to occur at the OMNITRANS shift-bid start dates which are January, May, and September of each year.

9. REQUIREMENT SECTIONS

The CONTRACTOR is responsible for the effective completion of the following requirements as described herein:

Section I	Start-Up/Transition of Service
Section II	Acquire/Provide Personnel
Section III	Provide Training / Safety Support / Employee Incentives
Section IV	Provide Vehicle Operations
Section V	Information Systems and Data Requirements
Section VI	Acquire/Provide Vehicles
Section VII	Provide Vehicle Maintenance
Section VIII	Provide Scheduling and Dispatch
Section IX	Maintain, Prepare and Submit Records and Reports
Section X	Attain Performance Standards
Section XI	Safety and Security
Section XII	Clean Water and Clean Air Requirements

SECTION I - START-UP/TRANSITION OF SERVICE

- A. CONTRACTOR shall complete the following requirements during the start-up/transition period and prior to the commencement of service and shall provide adequate documentation to ensure compliance.
- 1) All Key personnel in place and dedicated to OMNITRANS' contract no later than June 1, 2020.
 - 2) Transition maintenance inspections may begin as early as May 1, 2020. A CONTRACTOR maintenance director or manager shall be on site to participate.
 - 3) The CONTRACTOR must occupy the facilities and commence service provisions by July 1, 2020.
 - 4) If applicable, 80% of all subcontractors' personnel must have completed required training no later than June 15, 2020. *Regarding Microtransit Services, 80% of the proposed driver force shall be fully trained by 6/15/2020 and be at 100% by 7/1/2020.*
 - 4) A detailed start-up/transition plan must include, but is not limited to:
 - a. Hiring and training schedules for schedulers, dispatchers, drivers and reservationists.
 - b. Key dates and approach for service implementation during the transition period.

B. TRANSITION PLAN AT THE TERMINATION OF THIS CONTRACT:

- 1) At the termination of the contract, CONTRACTOR shall facilitate the transition of staff who choose to seek employment with the new CONTRACTOR. Cooperation in furnishing vehicle operators and/or the new CONTRACTOR with copies of driver training records will be a requirement of the fully executed contract. These requirements are to ensure a smooth transition of service and to eliminate possible service disruption.
- 2) Transition Plan shall include details of how the transition of services will be managed at the end of the term, if the CONTRACTOR is not awarded a new contract in a re-solicitation situation. Plan shall address, but is not limited to: driver retention during the transition period, allowing access to employees for the incoming CONTRACTOR, handling and transfer of maintenance records; joint inspection of assets, and provision of training record copies to employees upon request, etc.
- 3) The outgoing CONTRACTOR must cooperatively participate in the transition of this service to a new CONTRACTOR. Sixty days prior to a new CONTRACTOR starting, participation is necessary in:
 - a. Meetings
 - b. Transfer of Paratransit Service records
 - c. Access to OMNITRANS-owned vehicles
- 4) A transition period is defined as the 60-75-day period prior to the expiration of an incumbent contract. The CONTRACTOR shall participate in the coordinated transition of service to a new CONTRACTOR in such a manner as to ensure the transition results in minimum service disruption. Difficulties in providing the service experienced by the CONTRACTOR that are the natural result of the imminent expiration of the term of the contract will not be deemed an excuse from penalties otherwise described in this scope of work.
- 5) During the transition phase, OMNITRANS staff will meet with both the incumbent and new CONTRACTOR to discuss specific operational issues, records and vehicle transition events and the time frame in which they must occur. There is no limit as to the number of meetings OMNITRANS may call. As requested by OMNITRANS, the incumbent must make pertinent records accessible to both OMNITRANS and the new CONTRACTOR within three (3) days of OMNITRANS' request.
- 6) OMNITRANS-owned vehicles will be subject to a joint transition inspection using EXHIBIT G – Transition Vehicle Inspection Report and acceptance upon transition to the new CONTRACTOR in accordance with vehicle maintenance standards. The incumbent will make all OMNITRANS' vehicles available to OMNITRANS, at its request, by the end of the service day on the day of expiration of contract.
 - a. Maintenance Director or Managers from both the incumbent Contractor and the new Contractor shall be present for the vehicle inspections.

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- b. The Omnitrans Maintenance Technician(s) or their designee will inspect each Omnitrans-owned vehicle and record any defects identified on the Agency inspection report.
 - c. The Omnitrans Maintenance Technician and an authorized representative from each Contractor will sign the inspection report validating the results.
 - d. In the event of a disagreement regarding the identification of a defect, the Omnitrans Maintenance Technician's (or their designee) decision shall prevail.
 - e. The results of the vehicle inspections will be cataloged in an excel format worksheet and shared with both Contractor's staff.
 - f. The incumbent shall make every reasonable effort to complete the repairs of the items noted on the inspection worksheet prior to the termination of their contract.
 - g. Follow up inspections will be conducted.
 - h. At the end of each week, the incumbent Contractor shall provide an update regarding the repairs that have been made and note such completion on the worksheet.
 - i. By close of business on the final day of the incumbent contract, any repairs which remain unresolved will be completed by the new Contractor. The final invoice will be held until all parties agree that all repairs identified during joint inspections have been completed. The costs of the repairs that the new Contractor completes shall be applied to the outgoing Contractor's final invoice. Costs shall be actual without mark up.
 - j. Transition inspections shall occur after 16:00 on weekdays or anytime on Saturdays and/or Sundays.
- 7) OMNITRANS will establish a transition timeline detailing the due dates for critical requirements completion. Check points and stop points will be built into this timeline. If, at any time during the transition phase, requirements are not completed by the assigned due date, a halt to the transition plan may be declared until the deficiency is corrected.

C. STARTUP COSTS

- 1) All startup costs are subject to negotiation with Omnitrans.
- 2) Once approved by both parties, the final startup cost is a "Not To Exceed" (NTE) dollar amount. CONTRACTOR will not receive compensation for expenditures which exceed the mutually approved dollar amount.
- 3) The CONTRACTOR shall not markup the costs of the supplies, materials, and/or equipment claimed for reimbursement as a startup cost. Original invoices will be required to reconcile the supplies, materials and/or equipment purchased with startup funding.
- 4) Office equipment and maintenance shop equipment purchased with startup funding and approved by Omnitrans shall become the property of Omnitrans upon reimbursement of startup costs. CONTRACTOR is responsible for the maintenance and repair of equipment through the term of their contract.

SECTION II - ACQUIRE/PROVIDE PERSONNEL

- A. The CONTRACTOR shall provide all resources (employees, subcontractors, supplies, and services) necessary to meet the SOW.
- B. The CONTRACTOR staff, at a minimum, shall consist of a Project/General Manager, two (2) Operations Managers, Safety Security & Training Manager, Maintenance Manager, Dispatch Supervisor(s), Mechanics, utility service personnel, Behind-the-wheel Trainer(s), Schedulers, Dispatchers, Reservationists, office/administrative support staff, Road Supervisors, Vehicle Operators, and other staff deemed necessary to provide services.
 - 1) If 25% or greater of the optional OmniGo service is implemented, CONTRACTOR shall also provide an OmniGo-dedicated dispatcher to direct the drivers during all hours of the weekend service span.
 - 2) If 25% or greater of the optional OmniGo service is implemented, CONTRACTOR shall also provide an OmniGo Quality Assurance supervisor to oversee the delivery of the OmniGo services.
- C. Vehicle Operators, Maintenance Mechanics, Utility Service Workers, Reservationists, Schedulers and Dispatchers are represented by Amalgamated Transit Union (ATU) Local 1704. See Exhibit H, Wages & Benefits.
- D. Requirements:
 - 1) The CONTRACTOR shall comply with all federal, state and local employment regulations with regards to employee wages, workers' compensation, unemployment insurance, payroll taxes, social security, and any other mandated employee benefits.
 - 2) The CONTRACTOR shall be solely responsible for payment of all its employee wages and benefits. The CONTRACTOR shall be solely responsible for the payment and actions of any and all subcontractors and subcontractors' employees when performing duties for OMNITRANS under the contract on behalf of the CONTRACTOR.
 - 3) The CONTRACTOR shall ensure that all vehicle operators are properly certified and licensed for the service that they are providing.
 - 4) All CONTRACTOR personnel assigned by CONTRACTOR to this project, irrespective of their employment status with CONTRACTOR, shall be knowledgeable about the project and the FTA's regulations regarding the provision of ADA paratransit as defined in 49 CFR Part 37. In addition, all personnel must maintain a professional and courteous behavior toward all passengers and individuals transported and those contacting the CONTRACTOR by phone.
 - 5) At all times, staffing shall include personnel who answer customer calls to be bilingual in both English and Spanish.

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- 6) OMNITRANS retains the right to review the CONTRACTOR's personnel policies and lists of personnel assigned to the OMNITRANS Paratransit Services Contract at any time upon twenty-four (24) hour notice.
- 7) Key personnel include the Project/General Manager, Operations Managers, Safety, Security & Training Manager and Maintenance Manager. It is expected that changes in proposed Key Personnel shall not occur during the initial two years of this contract. The only exceptions to this requirement shall be: 1) if the proposed individual resigns from the Contractor's employment and leaves their organization; 2) the CONTRACTOR, with minimum thirty-day advance approval from OMNITRANS, proposes a personnel change that provides to OMNITRANS a stronger, more experienced management team; or 3) the personnel change is at the request of OMNITRANS. Key Personnel changes for any other reason during this initial two-year period shall be subject to a charge of **\$50,000** to be deducted from the first month's invoice after the change.
- 8) Proposed changes in "key personnel" and their job duties shall be subject to review and approval by OMNITRANS prior to implementation of changes.
- 9) "Key Personnel" are required to take a minimum of four (4) hours each, every six months, in-service training riding with a certified, dedicated OMNITRANS Paratransit vehicle operator. One of the rides per year shall be while occupying a wheelchair for boarding, riding and alighting. A summary report of the observations shall be sent forward to Omnitrans at the end of the month that the in-service ride took place.

E. PROJECT/GENERAL MANAGER

- 1) Subject to the approval of OMNITRANS, the CONTRACTOR shall assign a fully dedicated on-site Project/General Manager to oversee the daily operations of the service. The visibility and availability of this position to OMNITRANS and all CONTRACTOR staff is critical to the success of this project. As such, this position must be on site during normal working hours and shall be available by telephone or mobile phone at other times. The Project/General Manager shall ensure that CONTRACTOR's operations meet OMNITRANS' performance objectives and contract standards.
- 2) In addition, the phone numbers of two (2) managers with decision-making authority shall be made available to OMNITRANS, whereby in the event of an emergency, these individuals could be contacted on a 7-day, 24-hour basis. A manager with decision-making responsibility shall respond in-person to any service-related emergency, incident or accident involving extensive property damage (as defined by OMNITRANS in Section IX, G, Accident Reporting Requirements), injuries or fatalities during or after the operational hours of the system.
- 3) The CONTRACTOR shall provide for a change in the Project/General Manager upon six weeks' notice without reason by OMNITRANS or immediately if OMNITRANS determines that the Project/General Manager's performance is below standards. A temporary manager,

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acceptable to OMNITRANS shall be assigned immediately and be dedicated 100% to the OMNITRANS project while a replacement manager acceptable to OMNITRANS is sought.

- 4) CONTRACTOR shall not replace the Project/General Manager without 30 days advance notice and written consent of OMNITRANS. In the case of voluntary resignation, a two week' advance notice shall be provided to OMNITRANS. A temporary manager, acceptable to OMNITRANS, shall be assigned immediately and dedicated 100% to the OMNITRANS project while a replacement manager acceptable to OMNITRANS is sought.
- 5) The Project/General Manager shall have a minimum of five (5) years management experience in paratransit operations and a minimum of three (3) years management experience in fixed route operations.
- 6) The Project/General Manager must have an e-mail address accessible throughout the day, through which communication with OMNITRANS will be maintained.
- 7) Project/General Manager responsibilities shall include, but not be limited to:
 - a. Competency in all aspects of ADA paratransit, demonstrated by decision and action;
 - b. Competency in all aspects of fixed route transit, demonstrated by decision and action;
 - c. Supervise all project employees and manage all project accounts and operating records;
 - d. Be available by telephone or in person during all hours of the operational day to make decisions or provide coordination as necessary at the request of OMNITRANS;
 - e. Oversee and be responsible for the following:
 1. Employee scheduling and training
 2. Assignment and scheduling of back-up personnel;
 3. Distribution and/or collection of daily operating reports, transfer trips, and fares;
 4. Unscheduled, periodic inspections of revenue vehicles;
 5. Preparation of reports from daily operational data;
 6. Maintenance of project accounts;
 7. Preparation of monthly invoices;
 8. Immediate resolution of operational problems, accidents, issues, and/or passenger complaints; and
 9. Timely and accurate reporting of service interruptions to OMNITRANS.

F. OPERATIONS MANAGERS

- 1) A full-time, fully dedicated, on-site Operations Manager for each operating site to assist the Project/General Manager in executing activities relative to OMNITRANS' operations is also required.

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- 2) The Operations Managers shall directly supervise the activities of all vehicle operators, dispatchers, schedulers and related support personnel in the provision of safe, reliable, and courteous complementary paratransit service and fixed route service.
- 3) Both Operations Managers must have a minimum of three (3) years paratransit operations management experience and at least one Operations Manager must also have a minimum of two (2) years fixed route operations management experience.
- 4) The Operations Managers shall have sufficient knowledge of all their subordinate's functional skills to ensure their staff is performing to scope requirements. The I Street Operations Manager shall also be responsible for:
 - a. For the hands-on supervision and analysis of the use of the Trapeze PASS scheduling and dispatch system and its use by their subordinates.
 - b. For the development, use, and analysis of operational reports to identify service trends and to make corrections where applicable.
- 5) Appointment of the Operations Managers shall be subject to the approval of OMNITRANS.
- 6) The Project/General Manager or Operations Manager will be on-site during normal business hours.
- 7) The Operations Manager(s) shall ensure that adequate supervision with authority to direct personnel and to respond to customer concerns is provided in the early morning, evenings, and on weekends.

G. SAFETY, SECURITY & TRAINING MANAGER

- 1) The Safety, Security & Training Manager is responsible for directing, designing, developing and implementing the local training program and managing the Transit Safety and Security Program (TSSP). The goal of the Safety, Security & Training Manager's efforts is to produce highly trained, safe vehicle operators for provision of the OMNITRANS Access Paratransit and OmniGo Fixed Route Services and Microtransit services, and to oversee the CONTRACTOR's Environmental Health and Safety (EHS) Safety and Security responsibilities and reporting.
- 2) The Safety, Security & Training Manager or a lead instructor shall be certificated in compliance to California Education Code (EDC) Section 40088
- 3) Responsibilities of this position include:
 - a. Possession of a Transportation Safety Institute (TSI) or equivalent transit trainer certification;
 - b. Transit Safety and Security Program (TSSP) certified;

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- c. Maintain safety sensitive staff training records and FTA Drug and Alcohol testing records. Must ensure these records are up-to-date and available for inspection by designated OMNITRANS staff upon request;
- d. New operator training;
- e. Accident investigation training and review including the responsibilities and expectations of the first supervisor on scene and the responsibilities of the vehicle operator involved in the accident/incident;
- f. Refresher training;
- g. Monthly safety meetings;
- h. Video surveillance system event reviews;
- i. Safety counseling to vehicle operators;
- j. Supervision and training of behind-the-wheel trainers;
- k. Supervision and training of road supervisors;
- l. Preparation of completed accident reports for submission to OMNITRANS;
- m. FTA Drug and Alcohol policy staff training;
- n. FTA Drug and Alcohol Testing program administration; and
- o. Ensure that all the daily, weekly, monthly, quarterly and annual reporting identified in Sections XI and XII are submitted no later than the defined due dates.

H. MAINTENANCE MANAGER

- 1) The CONTRACTOR shall assign a Maintenance Manager dedicated fully to this OMNITRANS project to ensure that vehicle maintenance and vehicle performance standards are adhered to and that all Access Paratransit and OmniGo vehicles are systematically inspected, maintained and repaired while minimizing down time. The Maintenance Manager shall be separate from the Project/General Manager and Operations Managers and must be approved by OMNITRANS' Director of Maintenance or their designee. The Maintenance Manager must be on-site during regular maintenance hours.
- 2) The Maintenance Manager shall ensure that vehicle maintenance complies with OMNITRANS' maintenance schedule.
- 3) The Maintenance Manager shall ensure that any scheduled preventative vehicle maintenance does not conflict with peak service vehicle demands. Service shall not be missed or delayed due to scheduled preventative maintenance or having to wait for common consumable replacement parts.
- 4) The Maintenance Manager shall maintain service records for the assigned Access Paratransit and OmniGo fleet. The maintenance records must be available for inspection to designated OMNITRANS staff upon request.

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- 5) The Maintenance Manager shall ensure that at minimum one technician on staff has thorough knowledge related to troubleshooting:
 - a. the Onboard Video Surveillance System (OBVSS)
 - b. The Trapeze DriverMate Tablet Mobile Communications system
 - c. Braun wheelchair lift systems

This is critical to provide fully operational components.

- 6) The Maintenance Manager shall have a minimum of five (5) years of experience in CNG vehicle fleet maintenance management and understand the dynamics of the operations-maintenance relationship.

I. DISPATCH SUPERVISOR

The requisite skills, knowledge, and abilities of the Dispatch Supervisor shall include:

- 1) Demonstrated ability to observe, document, and evaluate personnel, including the ability to identify problems that affect service, and to develop and implement effective solutions to complex operational, technical and personnel problems.
- 2) Demonstrated ability to effectively interpret and analyze live run data, and to use the information to direct dispatch staff to maximize overall performance.
- 3) Knowledge and understanding of and sensitivity to the travel needs of persons with disabilities, including related accessibility / mobility issues.
- 4) Knowledge and understanding of the requirements of the (ADA) regulations as they are applied to public transportation, specifically to paratransit.
- 5) Hands-on knowledge and understanding of best practices for the use of the Trapeze PASS trip booking and dispatch system and its use by subordinates.
- 6) Ability to multi-task, prioritize work and collaborate effectively under pressure.
- 7) Hands-on knowledge and understanding of Automated Call Distribution software, specifically the features associated with call monitoring, reporting, recording retrieval, and operator assignments.
- 8) Other expectations of the position include:
 - a. Randomly monitor reservationist calls weekly to ensure policy compliance and that sound customer service skills are utilized. Provide to an Omnitrans STS designee a weekly summary of the agent calls that were monitored.
 - b. An Assistant Dispatch Supervisor shall be assigned to work the days which the Dispatch Supervisor is off duty, on vacation status, or on another off-work status.

- c. Demonstrated history of excellence in customer service.
- d. Minimum two (2) years of demand responsive dispatch experience using Trapeze PASS.
- e. Minimum two (2) years of demand responsive driving experience.

J. ROAD SUPERVISORS

- 1) The CONTRACTOR shall provide on-street road supervisors who shall operate throughout the service area during all service times to:
 - a. Ensure the best quality of service is delivered to all customers;
 - b. Address specific service-related problems and service interruptions; and
 - c. Complete occasional special projects as may be requested by OMNITRANS.
- 2) The CONTRACTOR shall provide a minimum of four (4) dedicated road supervisors for each operating site to ensure adequate shift coverage. The road supervisors will report directly to the Safety, Security and Training Manager or one of the Operations Managers.
 - a. If 25% or greater of the Optional OmniGo service is implemented, CONTRACTOR shall also provide additional weekend road supervisors specifically for and dedicated to the road supervision of the OmniGo service. Pricing may be negotiated.
- 3) Road Supervisors shall provide on-street monitoring which includes vehicle condition checks, operator professionalism, operator performance, operator appearance and adherence to service rules and performance standards.
- 4) Road Supervisors shall immediately investigate complaints related to operator misconduct, unsafe operating conditions, vehicle safety, and vehicle operating conditions and work to quickly resolve such matters. Road Supervisors shall perform such follow-up action as may be necessary to ensure opportunities for reoccurrence of similar problems are minimized or eliminated.
- 5) Road Supervisors shall promptly respond to accidents involving OMNITRANS passengers, vehicles, or CONTRACTOR vehicles used in the provision of OMNITRANS Paratransit Services.
- 6) Road Supervisors shall be proficient in the use of the Onboard Video Surveillance System (OBVSS). In their course of investigating accidents and incidents the video system management software shall be used to obtain video of the accident/incident without removing equipment from the vehicle(s).
- 7) At a minimum, 70% of Road Supervisors' work should consist of monitoring vehicle operator performance both in the field and through video ride-checks. Random ride-checks

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will be done via the OBVSS system. CONTRACTOR is to develop a random selection process which selects 10% of the active vehicle operators each month and randomly chooses one of each selected operator's shifts during the month. Thirty (30) minutes of active service shall be viewed to evaluate compliance with safe driving practices, safe mobility device securement, and courteous customer service. CONTRACTOR shall complete a ride-check report and send forward a copy to Omnitrans STS at the end of each month. A video shall be made for those ride-checks where operators are observed: to be violating CONTRACTOR or OMNITRANS' policies such as, failing to use proper securement procedures, practicing poor customer service skills, or any other safety, security or customer service violation. A video is not needed for ride-checks which have no issues to document.

- 8) Road Supervisors shall document and report their activities on a weekly basis using the Road Supervision Reports, (Exhibit I, Road Supervisor Report, or an approved alternate form). On a weekly basis, copies of these reports shall be scanned and emailed to Omnitrans' STS office.
- 9) The Road Supervisors shall have a minimum of three (3) years of professional experience in the Paratransit or fixed route service field as a driver, road supervisor, or trainer.

K. DISPATCHERS

- 1) Dispatchers must be trained to **proficiency** in the utilization of the Trapeze PASS scheduling/dispatching software. It is imperative that the dispatchers are knowledgeable in their use of Trapeze PASS to maintain the quality and productivity of the service delivery. CONTRACTOR shall develop and implement a Trapeze PASS dispatcher training program and provide a monthly update to OMNITRANS regarding the topics provided and the names of dispatchers these topics were provided to. CONTRACTOR shall also have a plan to follow up on this training to ensure that dispatchers are implementing the tools correctly. (See Section III Provide Training / Safety Support / Employee Incentives, Subsection A. Professional Development and Education)
- 2) Sufficient dispatchers shall be assigned during all hours of service operations to maintain contact with drivers and to respond to requests for estimated time of arrival (ETA) from passengers within 2 minutes of receiving a call.
 - a. If 25% or greater of the optional OmniGo service is implemented, CONTRACTOR shall also provide an OmniGo-dedicated dispatcher to direct the drivers during all hours of the weekend service span. Pricing may be negotiated.
- 3) Dispatchers shall be responsible for coordinating vehicle and operator assignments, monitoring communication traffic for service quality, and responding to service interruptions.
- 4) Dispatchers shall hold the same level of certification as vehicle operators for operation of the largest revenue vehicle. All dispatcher's license, medical card, and necessary certifications must remain current.

- 5) Dispatchers must have a minimum of one (1) year verifiable experience as a vehicle operator in a shared-ride passenger transportation service prior to hire.
- 6) Dispatchers must have the ability to communicate concisely and clearly in English when operating the communications system.
- 7) Dispatchers must be able to communicate effectively in English, both orally and in writing.
- 8) Each Dispatcher is required to operate an in-service paratransit shift, a minimum four (4) hours per month. CONTRACTOR to provide documentation monthly to Omnitrans STS.
- 9) OMNITRANS, at its sole discretion, may require CONTRACTOR to remove from service any dispatcher for customer complaints, rudeness, or other inappropriate behavior.

L. RESERVATIONIST

- 1) Reservationists shall be knowledgeable in all aspects of the service operations, including Trapeze reservations procedures. They shall be trained to be fully proficient to serve the volume of incoming telephone requests for service in a timely manner, and to be familiar with the phone system being used, including proficiency in the use of Telephone Devices for the Deaf (TDD) or text telephones. (See Section III Provide Training / Safety Support / Employee Incentives, Subsection A. Professional Development and Education)
- 2) There shall be sufficient reservationists to ensure rapid and accurate response to phone calls during operating hours.
- 3) Staffing levels must be sufficient to achieve an average initial hold time of no longer than four (4) minutes in a peak hour but no greater than two (2) minutes average for the entire service day.
- 4) Reservationists will normally work at computer workstations:
 - a. To verify ADA eligibility.
 - b. To enter trip request information.
 - c. To negotiate the trip time using the Trapeze PASS system.
 - d. To provide a pick-up time window.
 - e. To enter all trip cancellation information.
- 5) The reservationists shall also:
 - a. Answer simple information requests or transfer callers to supervisors if they are unable to answer questions.
 - b. Provide courteous, professional service to all callers.

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- c. Provide other services as directed by their supervisors to comply with Contractual obligations.
 - d. Meet all training requirements set forth in the Contract. All training records shall be kept up-to-date and housed at the CONTRACTOR's facility for immediate inspection by OMNITRANS personnel upon request.
 - e. Read back each booking to the client to ensure accuracy of the trip data.
- 6) Reservationists are required to take a minimum four (4) hours each, every six months, in-service training riding with a certified, dedicated OMNITRANS Paratransit vehicle operator, one of the rides each year shall be when occupying a wheelchair for boarding, riding and alighting. A summary report of the observations shall be sent forward to Omnitrans at the end of the month that the in-service ride took place.
- 7) OMNITRANS, at its sole discretion, may require CONTRACTOR to remove from service any reservationist for customer complaints, rudeness, or other inappropriate behavior.

M. BEHIND-THE-WHEEL (BTW) TRAINER

- 1) All BTW training shall be performed by a certified instructor or a delegated BTW Trainer. Road Supervisors shall be excluded from this role. Such BTW Trainers as are assigned by the CONTRACTOR shall be fully dedicated to this Contract.
- 2) A minimum of one (1) BTW instructor certified by the California Department of Motor Vehicles as a School Bus or Transit Bus instructor shall be provided by CONTRACTOR for each operating site.
- 6) The minimum standards for selection of delegated BTW Trainers are as follows. Note that CONTRACTOR will not have the option of waiving any of these requirements without express and written agreement from OMNITRANS:
 - a. One (1) year of experience as a professional Paratransit or transit vehicle operator of the appropriate type and size of vehicle immediately preceding the date of selection as a delegated Behind-the-Wheel Trainer.
 - b. Possession of the appropriate license, certificates, and endorsements needed to drive and train in a vehicle of a particular type and size.
 - c. A high school diploma or GED equivalent.
 - d. A driving record with no chargeable accidents within the past three years and not more than one (1) point immediately preceding the date of selection.
 - e. Successful completion of all training required of OMNITRANS drivers stated herein.
 - f. Possession of the same basic knowledge and skills as a state-certified instructor.

- g. Successful completion of a written assessment test and a wheelchair securement test both of which are to be approved by OMNITRANS.
- h. Successful completion of a driving performance test on all phases of BTW and vehicle inspection training. A state-certified instructor of the appropriate class shall give the test.
- i. The state-certified instructor shall train and verify the competence of each delegated BTW Trainer to be utilized in training. This verification shall be documented and placed in the delegated BTW Trainer's file with a copy sent to OMNITRANS.

N. VEHICLE OPERATORS/DRIVERS

1) Vehicle operators must meet the following standards:

- a. CONTRACTOR shall, prior to employment, subject potential drivers including road supervisors and dispatchers to an initial criminal background check either performed by a San Bernardino County law enforcement agency, the California Highway Patrol, or an equivalent background check approved in advance by OMNITRANS. The background checks shall screen not just for vehicular related felony and misdemeanor records but also all felony and misdemeanor arrests and convictions. Thereafter, CONTRACTOR shall conduct criminal background checks at a minimum of once every two years. Upon request, CONTRACTOR shall provide designated OMNITRANS staff access to documentation demonstrating that the initial and subsequent background checks have been performed. CONTRACTOR shall have responsibility for record keeping and maintenance of all background checks. At minimum, a conviction for the following exclude the individual from this position:
 - 1. Murder;
 - 2. Bank robbery;
 - 3. Elder abuse;
 - 4. Child abuse;
 - 5. Abuse of a disabled individual
 - 6. Sexual assault
 - 7. Assault with a weapon

Considerations can be made in specific instances in relation to individuals seeking employment who have received felony convictions and judgements. However, the basis for review on felony convictions should focus on the federal guidelines of 1) nature and gravity of the offenses or conduct 2) time passed since offense or conduct and /or completion of sentence, and 3) the nature of the job held or sought.

- b. A valid California Class A, or Class B driver's license, and current medical examination certificate for all drivers regardless of vehicles operated, as well as any other license

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required by applicable federal, state, and local regulations, are required when operating any vehicle assigned under this contract.

- c. At the time of hire, Drivers may not have accumulated more than four points on their most recent DMV abstract over the past 36 months. In addition, drivers may not have had any single violation of two points in the past 36 months. Once hired, drivers may accumulate no more than two points against their license per year. A single violation of two points may be grounds to deem a driver unqualified to provide service under the contract.
 - d. While multi-lingual Drivers are encouraged, each must also communicate effectively in English, both oral and written, and are required to treat all passengers with kindness, courtesy, and respect. Drivers found without sufficient skills to communicate effectively in English or without sound customer service skills shall be immediately removed from service.
 - e. OMNITRANS, at its sole discretion, may require CONTRACTOR to remove from service any driver for customer complaints, rudeness, or other inappropriate behavior or appearance, preventable accidents (per National Safety Council) or any other behavior or appearance which reflects poorly on OMNITRANS.
 - f. In accordance with Section 12523.6 of the California Vehicle Code (CVC), vehicle drivers are required to have on their person a valid Vehicles for Developmentally Disabled Persons (VDDP) card when operating a vehicle providing Access Service.
- 2) In addition to the CONTRACTOR's corporate appearance policy, all Drivers (direct CONTRACTOR employee or subcontractor employee) shall be required to adhere to the following appearance standards:
- a. Drivers shall wear uniforms acceptable to OMNITRANS when performing their duties under this Contract and shall not be placed into revenue service without the proper uniform.
 - b. Uniforms will be of the CONTRACTOR's design, but shall, at a minimum, consist of a shirt or blouse, uniform long pants or uniform short pants, and a lightweight jacket of a uniform design and color.
 - c. Uniforms are to be neat, clean and pressed, in good condition and properly fitted. Shirts shall be tucked at all times during employees' service hours.
 - d. All Drivers shall maintain good hygiene and grooming standards. Excessive jewelry, excessive make-up, excessive hairstyles, visible body piercings, and visible tattoos are not permitted while on duty.
 - e. During hours that drivers are either on duty or are at any OMNITRANS property, all drivers shall wear an identification badge that shall include a picture of the employee and a badge number. The badge number shall be unique and shall be used to identify the driver on all paperwork submitted to OMNITRANS. Badges shall be of a design approved by OMNITRANS and shall contain a large print, unduplicated number for each employee as well as an OMNITRANS Access logo. Badges shall be issued upon employment and must be surrendered upon employee termination.

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- f. Drivers are expected to maintain a professional standard of appearance. The CONTRACTOR shall provide a copy of their company appearance policy to OMNITRANS for approval. OMNITRANS reserves the right to add additional requirements if the CONTRACTOR's policies appear inadequate to meet OMNITRANS requirements. Submit with proposal.
- 3) The CONTRACTOR shall notify OMNITRANS of Driver termination, suspension (start/end) or reinstatement on a weekly basis (see Exhibit J, Employee Update Form, attached hereto and incorporated herein by this reference and made an integral part hereof for format to be used in reporting this information.)

O. SCHEDULERS/OPTIMIZERS

- 1) It is imperative that the schedulers are knowledgeable in their use of Trapeze PASS to maintain quality and productive schedules. CONTRACTOR shall develop and implement a Trapeze PASS scheduler training program and provide a monthly update to OMNITRANS regarding the topics provided and the schedulers these topics were provided to. CONTRACTOR shall also have a plan to follow up on this training to ensure the schedulers are implementing the tools correctly. (See Section III Provide Training / Safety Support / Employee Incentives, Subsection A. Professional Development and Education)
- 2) The CONTRACTOR shall ensure availability of a sufficient number of scheduling personnel to ensure timely and accurate scheduling of all trips.
- 3) Schedulers shall:
 - a. Automatically (and infrequently manually) schedule trips in the most efficient run configurations.
 - b. Understand how to develop, implement and monitor auto-batch jobs which aid in the automated scheduling process.
 - c. Provide other services as directed by their supervisors to comply with Contractual obligations.
 - d. Maintain the master runs of the scheduling software to build the routes.
 - e. Have proficient knowledge regarding the effective and efficient use of subscription trips.
 - f. Have a **thorough knowledge of the Trapeze PASS** scheduling software and how to utilize the applications to maximize run efficiency and performance.
- 4) Schedulers are required to take a minimum four (4) hours each, every six months, in-service training riding with a certified, dedicated OMNITRANS Paratransit vehicle operator. One of the rides each year shall be while occupying a wheelchair for boarding, riding and alighting. A summary report of the observations shall be sent forward to Omnitrans at the end of the month that the in-service ride took place.

P. MAINTENANCE STAFF

- 1) CONTRACTOR shall employ at least one (1) OMNITRANS-service dedicated, Automotive Service Excellence (ASE) certified Master Automotive Technician for each operating site.
- 2) CONTRACTOR shall maintain a minimum ratio of one (1) technician certified in at least one ASE category for every 15 revenue service vehicles. A \$500.00 per day liquidated damage shall apply starting on the 26th day should the CONTRACTOR fail to meet this requirement for any single period exceeding 25 consecutive days within a rolling twelve (12) month period.

Q. PERSONNEL POLICY

- 1) CONTRACTOR, and any and all of its subcontractors shall have in effect personnel policies that conform to all state, federal, and local labor laws including, but not limited to, all regulations concerning Equal Employment Opportunity State of California Department of Industrial Relations, compensation (wage and hour laws), Workers' Compensation, Fair Labor Standard Act (FLSA), protected military/family/medical leaves such as Pregnancy Disability Leave (PDL), California Family Rights Act (CFRA), Family Medical Leave Act (FMLA) and other regulations as appropriate.
- 2) While working in support of the OMNITRANS contract, Contractor's employees may not have weapons on their person, in OMNITRANS-owned or certified vehicles, or on OMNITRANS owned/leased property.
- 3) The purchasing or consumption of alcoholic beverages while in uniform or while wearing an OMNITRANS Access ID badge is prohibited. The purchase, use, and transfer of illegal substances are forbidden at all times while operating under this OMNITRANS' contract. It will be the CONTRACTOR's responsibility to immediately remove any employee from OMNITRANS service who is observed doing so by the CONTRACTOR or OMNITRANS staff.
- 4) It is the CONTRACTOR's obligation to see that vehicle operator uniforms are in good repair and do not appear old or worn. Uniforms that are not in good repair must be replaced. Operators shall be in uniform when performing work under this contract.

R. DRUG AND ALCOHOL TESTING

- 1) The CONTRACTOR shall comply with the requirements of the Drug-Free Workplace Act of 1988 (49 CFR Part 32); State of California Government Code Section 8350, et. seq., SB 532 (enacted into law on 10/10/00); Procedures for Transportation Workplace Drug & Alcohol Testing Programs per the U.S. Department of Transportation Drug Free Workplace Act of 1994 (49 CFR Part 40); the FTA covered employees (49 CFR Part 655). Since these rules are periodically revised and amended, any plan adopted by the CONTRACTOR must be revised and amended accordingly to maintain compliance.

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- 2) Prior to performance of this contract, the CONTRACTOR shall submit a current Drug and Alcohol Policy that complies with the minimum requirements of the applicable drug and alcohol testing regulations. The policy shall be approved by OMNITRANS. Refer to 49 CFR Section 655 of the FTA regulation for a listing of the FTA policy statement contents.
- 3) CONTRACTOR's Drug and Alcohol Policy shall include requirements for pre-employment, post-accident, reasonable suspicion, and random testing for employees performing safety-sensitive functions, as defined in the current FTA regulations. OMNITRANS is a zero-tolerance organization and as such, expects that the safety sensitive employees performing on this contract are covered by a zero-tolerance policy. Additionally, subcontractors including some maintenance subcontractors performing safety-sensitive requirements will be subject to the same regulations. The CONTRACTOR is responsible for ensuring that subcontractors that are considered safety-sensitive meet current FTA testing regulations.
- 4) Unless the CONTRACTOR's own policy or requirements of State, Federal or local law now or hereafter are more stringent, the CONTRACTOR shall enforce these standards. From the date of this contract, the CONTRACTOR shall certify to OMNITRANS in writing its compliance with the mandated laws and regulations. See Exhibit K – FTA D&A Certification for a sample "Certificate of CONTRACTOR Compliance".
- 5) The CONTRACTOR's drug and alcohol testing program shall be subject to periodic audits either by OMNITRANS or its designated representative. The audit shall include a review of forms, as well as procedures utilized by the CONTRACTOR's service agents (e.g., collection sites, drug testing laboratory, Medical Review Officer, Substance Abuse Professional, and consortium/third party administrator, if applicable.)
- 6) Any deficiencies identified during program audits shall be corrected by the CONTRACTOR to the full satisfaction of OMNITRANS either within 45 days or an alternative cure period mutually agreed upon by Agency and CONTRACTOR. Penalties may be applied for failure to meet this requirement or should CONTRACTOR fail to provide the cure within the agreed upon alternative cure period, such as suspension of payment of invoices or, depending on the seriousness of the violation, termination of the contract. The assessment of such a penalty in accordance with the terms of the proposed Contract shall in no event be deemed a breach thereof by OMNITRANS.
- 7) The CONTRACTOR shall comply with all record keeping and reporting requirements outlined in the Department of Transportation (DOT) and FTA rules: 49 CFR Parts 40 and 655.
- 8) The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and 49 CFR Part 40; produce any documentation necessary to establish its compliance with Part 40 and Part 655; and permit any authorized representative of the US Department of Transportation or its operating administrations, the State of California oversight agency, 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 40 and 655.

- 9) Using the current DOT Drug and Alcohol Monitoring and Information System (DAMIS) forms, the CONTRACTOR shall submit quarterly drug and alcohol testing reports to OMNITRANS. The reports are due no later than the 15th of the month following the close of each quarter. (See schedule below.)

1st Quarter Reports – Due April 15
2nd Quarter Reports – Due July 15
3rd Quarter Reports – Due October 15
4th Quarter Reports – Due January 15

- 10) In addition, on an annual basis, no later than February 1 of each year, the CONTRACTOR shall submit to OMNITRANS an annual DAMIS report for the previous calendar year. The CONTRACTOR shall provide an explanation for any discrepancy or deficiency in the data reported (e.g., not meeting the required random rates).

SECTION III - PROVIDE TRAINING / SAFETY SUPPORT / EMPLOYEE INCENTIVES

The CONTRACTOR shall ensure ongoing training which shall prepare all employees assigned to the OMNITRANS project to function in a manner that conforms to all federal, state and local laws and ensure that OMNITRANS' contractual and operational objectives are met.

A. Professional Development and Education

Proposers shall submit a Professional Development and Education Plan for all employees in the organization. The plan should include: 1) methods to improve the competency, professionalism, and innovation with which OMNITRANS Access and OmniGo services are provided; and 2) opportunities for individual employee professional development.

- 1) Training in compliance with Title VI of the Civil Rights Act of 1964 shall be provided to all new hires and annually thereafter for all Contractor's employees using materials provided by Agency. Please refer to Exhibit L, Title VI Training.
- 2) Vehicle Operator Training
 - a. The CONTRACTOR shall establish and document a training program. Exhibit M - Training Record, provides the format to be used in documenting original driver training, continuous driver training, and driver re-training. These forms may also be used for dispatcher and reservationist training on the provision of service:
 1. Which is safe, reliable and meets ADA requirements.
 2. Which will maximize customer experience.
 3. In a manner which will minimize costs while providing quality service.
 - b. Current OMNITRANS-certified drivers may be exempt from a portion of the training described below. To obtain a training exemption, drivers must furnish relevant training documentation to the new CONTRACTOR who then must sign off on this training on the OMNITRANS' Driver Training form.

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- c. Drivers are required to receive training in all areas listed herein and in the stated number of hours) for which they have not been trained by an OMNITRANS contracted CONTRACTOR. All training documentation is subject to OMNITRANS' review. All required training must be completed prior to the driver's commencement of revenue service. All training must be documented on the OMNITRANS' Driver Training form. This form is subject to periodic inspection and every six months review.
- d. The CONTRACTOR must furnish OMNITRANS with the name of all drivers prior to placing them in Access revenue service.
- e. Minimum Requirements of the training program:

The vehicle operator training program shall meet the requirements of the training programs required by California State statutes (Verified Transit Training (VTT) or Vehicle for Developmentally Disabled Persons (VDDP)). The program shall consist of each vehicle operator successfully completing a minimum of 100 hours of instruction but is not limited to the following:

- 1. Applicable laws and regulations – 1 hour minimum;
 - 2. Minimum of four (4) hours of sensitivity training which teaches disability awareness and communication skills with disabled individuals;
 - 3. Minimum of four (4) hours continued sensitivity training on a paratransit bus, boarding, riding and alighting with trainee using a wheelchair;
 - 4. Minimum of two (2) hours of training regarding OMNITRANS policies and procedures for ADA service;
 - 5. Minimum of one (1) hour of training in the safe handling of blood-borne pathogens as required by 29 CFR 1910.1030.;
 - 6. Minimum of two (2) hours of training regarding sexual harassment of riders; and
 - 7. Minimum of two (2) hour of training in how to maintain a drug-free workplace.
- f. In addition to initial Vehicle Operator training, the CONTRACTOR must also provide the following continuing education:
 - 1. Continuous annual training, including a minimum of four (4) hours of sensitivity training and four (4) hours of training in safe vehicle operation, according to California Vehicle Code (CVC) 12517.5 (see Exhibit M – Training Record for format to be used in documenting driver continuous training);
 - 2. Applicable retraining (a minimum of one (1) hour per incident) for minor infractions (see Exhibit M – Training Record)
 - g. All vehicle operators must be able to communicate effectively in writing and orally in English. Any vehicle operator reported to have completed training but is later determined to be deficient in English may be removed from service until this requirement is met.

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- h. Operator Evaluation. The Contractor shall have a plan for evaluating each vehicle operator's ability to transport older adults and people with disabilities. Evaluation methods shall include at least the following:
 - 1. Annual observation of each operator's on-the-job performance (the supervisor should ride with the operator to observe his/her driving techniques as well as providing spot checks during regular service).
 - 2. Annual review with each operator their responsibilities and performance. Results of the annual observation and review shall be documented.
 - 3. Random ride-checks using the OBVSS system. CONTRACTOR is to develop a random process which selects 10% of the active vehicle operators each month and randomly selects one of that operator's shifts during the month. Thirty (30) minutes of active service shall be viewed to evaluate compliance with safe driving practices, safe mobility device securement, and courteous customer service. CONTRACTOR shall complete a ride-check report and send forward to Omnitrans STS at the end of each month.

3) SAFETY SUPPORT

The CONTRACTOR shall provide training and safety support by the following:

- a. Department of Motor Vehicles (DMV) Pull notice enrollment and initial background check and Commercial Motor Vehicle medical certifications, for all vehicle operators including taxi and sedan drivers who participate in the ACCESS service.
- b. Establishment of a safe driving awards program.
- c. Ongoing checks of operator's record and operator's license using DMV pull notice printouts or comparable pull notice program approved by OMNITRANS. CONTRACTOR shall immediately remove from service operators who are found to have invalid or suspended licenses or who have developed a poor driving safety record (whether in personal or business vehicles).
- d. Ensuring possession of a valid and appropriate driver's license and credentials by all drivers while operating an OMNITRANS vehicle and continual reinforcement of driving and safety principles. Operator must show valid California driver's license, certifications and medical card daily, prior to receiving the keys to the vehicle and going into revenue service.
- e. CONTRACTOR shall develop a Road Supervisor training curriculum which shall include but not be limited to:
 - 1. Accident Investigation;
 - 2. FTA Drug and Alcohol Reasonable Suspicion training;
 - 3. Americans with Disabilities Act;
 - 4. Sensitivity Training;
 - 5. Defensive Driving;
 - 6. Passenger Relations techniques;

7. Stress Management;
8. How to Deal With Difficult People; and
9. Paratransit Emergency Operations.

4) RESERVATIONIST TRAINING

- a. OMNITRANS recognizes that the success of Paratransit transportation services begins with the training and management of first-contact personnel. The initial telephone call by the rider and the accuracy of the information recorded is the foundation on which trips are successfully performed. Thus, it is imperative that reservationist training be effective, efficient, and focused on those skills necessary to render the reservation process a success each time.
- b. The CONTRACTOR shall ensure reservationists undergo, at a minimum, the required initial training prior to their acceptance into reservation service. The initial training shall include the following:
 1. A minimum of forty (40) hours of training in procedures which may combine classroom sessions with hands-on training with an experienced reservationist;
 2. Introduction to OMNITRANS' policies and procedures for ADA service;
 3. Knowledge of primary service area street network and regional boundaries;
 4. A minimum of four (4) hours of sensitivity training which teaches disability awareness and communication skills with disabled individuals using the curriculum of the OMNITRANS Sensitivity Training Program or a suitable equivalent approved by OMNITRANS;
 5. A minimum of four (4) hours of training on proper telephone etiquette which includes training in diffusing emotional situations and dealing with abusive or difficult callers including role-play to assess the reservationist's ability to apply the skills learned.
- c. Reservationists are required to take a minimum four (4) hours each, every six months, in-service training riding with a certified, dedicated OMNITRANS Paratransit vehicle operator. One of the rides each year shall be when occupying a wheelchair for boarding, riding and alighting. A summary report of the observations shall be sent forward to OMNITRANS at the end of the month that the in-service ride took place;
- d. A minimum of one phone observation by a supervisor during the reservationists' first week on duty with a written evaluation done by the supervisor followed by a least one more phone observation during the second week on duty;
- e. Applicable retraining for repeated and accumulated minor infractions; and
- f. A minimum of four (4) hours per quarter of refresher training in subject areas designated by OMNITRANS.

5) DISPATCHER TRAINING

The CONTRACTOR shall provide training for dispatchers that includes but is not limited to the following:

- a. Minimum of eighty (80) hours of on-the-job training with an experienced dispatcher;

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- b. Introduction to OMNITRANS' policies and procedures for ADA service including familiarization with OMNITRANS Rider's Guide;
- c. Extensive knowledge of service area street network and regional boundaries;
- d. Minimum of four (4) hours of sensitivity training which teaches disability awareness and communication skills with disabled individuals using the curriculum of the OMNITRANS Sensitivity Training Program or a suitable equivalent approved by OMNITRANS;
- e. Map skills using the Trapeze PASS base map;
- f. Vehicle monitoring and tracking skills using AVL through the PASS Monitor screen;
- g. Knowledge and operation of automated and manual dispatch systems;
- h. Knowledge and operation of tablet systems;
- i. Dispatchers are required to take a minimum four (4) hours annually in-service training riding with a certified, dedicated OMNITRANS Paratransit vehicle operator. The ride shall be while occupying a wheelchair for boarding, riding and alighting. A summary report of the observations shall be sent forward to OMNITRANS at the end of the month that the in-service ride took place;
- j. Each Dispatcher is required to operate an in-service paratransit shift, a minimum four (4) hours per month. The dispatcher is exempt from this requirement during the month that they complete the ride-along noted above (viii). CONTRACTOR to provide documentation monthly to OMNITRANS STS.
- k. Applicable retraining for repeated and accumulated minor infractions;
- l. A minimum of twenty (20) hours of refresher training per year in areas designated by OMNITRANS.
- m. Continuous training regarding the use and features of the Trapeze PASS software. CONTRACTOR shall develop and implement a Trapeze PASS dispatcher training program and provide OMNITRANS a monthly summary of the dispatcher training status.

6) MAINTENANCE TECHNICIANS

- a. CONTRACTOR shall establish a training program to be approved by OMNITRANS which assists Maintenance Technicians prepare for and to pass various ASE certification tests.
- b. CONTRACTOR shall provide a monthly summary to OMNITRANS' STS.

7) KEY MANAGEMENT PERSONNEL

- a. CONTRACTOR shall establish a management training program to be approved by OMNITRANS which continues improving the skills of its Key Management Personnel.
- b. CONTRACTOR shall provide a monthly summary to OMNITRANS' STS.

B. EMPLOYEE INCENTIVES

- 1) CONTRACTOR shall provide at a minimum two (2) incentive and/or recognition programs for employees assigned to the OMNITRANS contract. These programs shall be approved in advance by OMNITRANS.
- 2) The CONTRACTOR shall provide an outline explaining the delivery of the programs, how the programs work and how the programs will be managed.

SECTION IV - PROVIDE VEHICLE OPERATIONS

- A. CONTRACTOR shall provide, on behalf of OMNITRANS, and either directly or through subcontractors, all Access Paratransit and OmniGo vehicle operations for trips dispatched by the CONTRACTOR.

B. Hours of Operation

- 1) Access Paratransit - Transportation service under this Contract shall be provided during all hours during which OMNITRANS' fixed-route services operate. Staff appropriate to the demand must be available to dispatch vehicles, respond to customer inquiries on vehicle ETA's and handle no shows/cancels. The Project/General Manager and/or Operations Managers shall be on-site weekdays during peak hours of service and supervisory staff with authority to direct personnel and respond to customer concerns shall be onsite all other service hours.
- 2) FTA's regulations require the operating hours for ADA Paratransit to be comparable to that of the Agency's local fixed-route service. This span of service is subject to change as fixed-route service changes are implemented.
- 3) OmniGo Fixed Route – OmniGo services may operate on all days the OMNITRANS fixed-route service operates. Dispatch and field supervision shall be available at all times OmniGo vehicle operators are on the street.
- 4) The current hours of operation are:
 - a. Access and fixed-route services operate weekdays between 04:00 and 23:30, Saturdays between 05:20 and 22:30, and Sunday between 05:45 and 21:00.

C. Fares

- 1) OMNITRANS shall solely determine the fare policy; see Exhibit E - Fares.
- 2) The CONTRACTOR will ensure that all vehicle operators are aware of and adhere to the fare structure established by OMNITRANS. Passengers may pay with cash, an advance purchase ride ticket or approved OMNITRANS mobile media for the appropriate service.

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- 3) The CONTRACTOR shall use the Trapeze PASS scheduling system provided by OMNITRANS to book all eligible Access trips. With this data, the CONTRACTOR's staff shall inform the prospective passenger of the fare at the time of the reservation request. The fare for each trip is determined at the time the reservation is placed.
- 4) The CONTRACTOR shall retain the cash fares collected on Access trips and deduct such value from the monthly OMNITRANS invoice. Any non-cash fare media will not be deducted from the monthly OMNITRANS invoice, but counted and returned to OMNITRANS.
- 5) The CONTRACTOR shall establish a secure fare reconciliation process to provide clear accountability of the fare collection. The CONTRACTOR will provide a secure location for storage of collected fares.
- 6) Tips and gratuities shall not be accepted or encouraged. Drivers soliciting tips, gratuities, or unauthorized fares for OMNITRANS trips shall be permanently removed from OMNITRANS service immediately.

D. No Smoking Policy

Smoking is not allowed during Access or OmniGo trips at any time by either passengers or vehicle operators. Drivers found to be smoking in or within twenty feet of OMNITRANS vehicles shall be permanently removed from service. Passengers will be permitted to refuse a ride in a vehicle in which someone has been smoking without being penalized. The CONTRACTOR will not receive any compensation for trips that were refused because of smoking in the vehicles.

SECTION V - INFORMATION SYSTEMS AND DATA REQUIREMENTS

- A. The purpose of this section is to detail the various information systems and data requirements that are necessary for the successful day-to-day operations of an OMNITRANS service CONTRACTOR. NOTE: this equipment is subject to change as advances in technology and equipment occur and subject to OMNITRANS' sole discretion.
- B. OMNITRANS staff shall have access twenty-four hours a day, seven days a week to all areas where OMNITRANS-provided equipment is housed.
- C. CONTRACTOR shall make requests at a minimum of one week in advance for access to the Trapeze database required for proprietary operational reports.
- D. Network
 - 1) OMNITRANS provides a Multiprotocol Label Switching (MPLS) service between the operating site and OMNITRANS' home office to allow access to OMNITRANS' provided equipment.
 - 2) The OMNITRANS' provided equipment is part of OMNITRANS' Wide Area-Network (WAN).
 - 3) All equipment provided by OMNITRANS will come equipped with surge protection devices.

- 4) OMNITRANS will provide the Cisco Router for OMNITRANS IT equipment.

E. Software

- 1) OMNITRANS will provide the necessary Trapeze (PASS, PASS-WEB, COM, and DriverMate), OBVSS (Transit Solutions, Inc.), and Call Center (MiTel) software that will allow its CONTRACTOR to productively utilize the OMNITRANS-provided equipment in accordance with OMNITRANS' operating goals.
- 2) OMNITRANS is considering the implementation of an Interactive Voice Recognition (Trapeze-IVR) program to enable automated passenger call-out for the Access program. OMNITRANS expects to share any cost reductions realized by the CONTRACTOR for any call center staff reductions made possible due to the IVR system.
- 3) OMNITRANS will provide initial training on the utilization of the OBVSS and Call Center software. Subsequent training will be the responsibility of the CONTRACTOR through the life of the contract unless it involves a material change in the functionality of the software.
- 4) CONTRACTOR is expected to have extensive experience and knowledge for utilization of the Trapeze software applications and to advance the knowledge of and the use of the software by its staff. Trapeze training summary reports are required in other sections of this SOW and shall be provided to the STS offices as stated in EXHIBIT N -Reporting Matix.
- 5) General day-to-day proper use of the software and data entry is solely the responsibility of the CONTRACTOR. The CONTRACTOR is also responsible to provide assistance for normal network support and resolution of connectivity issues.

F. Tablets

- 1) *Every Omnitrans-owned revenue vehicle utilized in Purchased Transportation Services will be equipped with a tablet for trip manifest communications.*
- 2) This device shall be utilized to perform trips as assigned by dispatch.
- 3) Current tablets in use are Android 8-inch tablets.

G. Help Desk

After award of this project, the CONTRACTOR will be provided with contact information needed to respond/report system issues.

H. Staff

- 1) The CONTRACTOR shall designate at least one on-site staff person who will be the primary point of contact for OMNITRANS' IT staff and be responsible for the initial troubleshooting and problem reporting of the Information Systems installed at the paratransit facility.
- 2) This position and/or designated alternate must be available all hours that the vehicles are in service and all hours the call center is in service for system diagnosis if an unscheduled system shutdown occurs.

I. Computers / Servers

- 1) Omnitrans will provide the computers (as many as are needed) dedicated to deliver service for the reservations and dispatch staff (Trapeze), field supervisors (Trapeze and Video System), Dispatch Supervisor (Trapeze and Phone System), Operations Managers (Trapeze), General Manager (Trapeze).
- 2) Contractor shall provide any computers/servers necessary for the management staff to connect to their corporate intranet and the internet and coordinate with Omnitrans' IT Department.

J. Other equipment and access

- 1) The purchase and use of wired or wireless headsets, ergonomic keyboards or monitors and/or ergonomic seating is the sole responsibility of the CONTRACTOR.
- 2) Internet access from reservations, dispatch, and scheduler and dispatch supervisor computers is restricted to sites necessary to conduct the business at hand. Other business-related sites may be requested by CONTRACTOR management to the OMNITRANS IT department for consideration.

SECTION VI - ACQUIRE/PROVIDE VEHICLES

- A. OMNITRANS will provide ninety-six (96) cutaway vans to for the Access Service and ten (10) vehicles for OmniGo services, to be delivered in accordance with this SOW. OMNITRANS expects that the number of OMNITRANS-supplied vehicles will be sufficient to provide the base transportation services as outlined above, as long as the service is operated with the highest degree of efficiency. OMNITRANS reserves the right to increase or decrease the number of revenue vehicles assigned to either program based on AGENCY needs and/or ridership demands.
- B. The CONTRACTOR is permitted to provide some portion of Paratransit service in its own or subcontracted vehicles. To improve efficiency, CONTRACTOR is encouraged to subcontract some portion of peak, late night and possibly base service to taxi, per trip type operators (example Medicaid CONTRACTOR) or other transit operators.
 - 1) Contractor shall provide their plan for subcontracting and identify the service benefits to the community served and the productivity, performance and cost benefits to OMNITRANS.

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- 2) The costs associated with the subcontracting plan shall also be identified in the proposal and included in the Analysis of Definable Costs.
 - 3) Trips that co-mingle Omnitrans Access clients with passengers from other services are not allowed.
- C. OMNITRANS will be responsible for obtaining registration and vehicle licenses for all OMNITRANS-owned vehicles. OMNITRANS will not be responsible for outstanding tickets nor would it be held liable for not informing CONTRACTOR of violations charged to vehicles. If a situation arises wherein OMNITRANS must clear violations either monetarily or through court action, the CONTRACTOR will be responsible for all costs involved, including attorney fees, court costs, OMNITRANS' staff time and fines/processing charges. Such costs may be offset by OMNITRANS against any amount due to CONTRACTOR under the contract or any other amount owed by OMNITRANS to CONTRACTOR. The minimum charge for such service will be \$100.00 in addition to all costs paid out on behalf of the CONTRACTOR.
- D. Each vehicle certified for Paratransit Services shall contain a blood borne pathogen kit to be purchased and maintained by the CONTRACTOR. The contents of this kit must be replaced as they are used or become damaged. The kit shall contain, at a minimum, the following items:
- 1) CPR Microshield Clear Mouth Barrier
 - 2) Spray Bottle and Sprayer (containing one (1) part bleach to ten (10) parts water), or an equivalent pre-mixed solution
 - 3) Body Fluid Disposal Kit:
 - a. Absorbent granules
 - b. Scraper and scooper
 - c. Latex gloves
 - d. Chlorhexidine towelettes
 - e. Goggle and shoe covers
 - f. Apron
 - g. Face mask
 - h. Hazardous waste red bag and ties
 - i. Multi-trauma Compress
- E. OMNITRANS-Owned Vehicles
- 1) At no time may OMNITRANS-owned vehicles be used for other than the passenger transportation services described herein. OMNITRANS-OWNED vehicles will not be used for any private or personal use, including Road Supervision unless specifically directed by OMNITRANS.
 - 2) OMNITRANS-owned vehicles shall not be used by CONTRACTOR staff to make relief of in-service operators.

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- 3) Only direct employees of the CONTRACTOR may operate OMNITRANS-owned vehicles. "Independent CONTRACTORS" or "Lease-Drivers" may not operate OMNITRANS-owned vehicles.
- 4) OMNITRANS will provide the communications system on each OMNITRANS-owned vehicle (Currently tablet with VOIP). The CONTRACTOR will have the option to purchase additional systems at a fixed price to be provided by OMNITRANS for vehicles assigned to the Contract but owned by the CONTRACTOR.
- 5) Exhibit O, Fleet List and Replacement Schedule, provides a list of current OMNITRANS-owned vehicles and vehicle replacement schedule.
- 6) Specifications of vehicles to be provided by OMNITRANS are as follows:
 - a. Type II and III Cutaway Vans – StarCraft Allstar vehicles with Ford V10 gasoline powered engines, automatic transmissions, power steering, power brakes, air conditioning and other common features. Vehicles will have a fold out lift and tie down locations for up to four wheelchairs. These vehicles will have seating for up to 16 ambulatory passengers.
 - b. Type II Cutaway Vans – StarCraft Allstar vehicles with Ford V10 compressed natural gas (CNG) powered engines, automatic transmissions, power steering, power brakes, air conditioning and other common features. Vehicles will have a fold out lift and tie down locations for up to two wheelchairs. These vehicles will have seating for up to 16 ambulatory passengers.
 - c. The CONTRACTOR must utilize OMNITRANS-owned equipment uniformly, i.e. operating mileage on any vehicle for any 90-day period cannot vary more than twenty percent (20%) from the average operating mileage of the OMNITRANS-owned vehicles assigned to the CONTRACTOR for the same period without sufficient explanation.

F. Return of Purchased Transportation Service Vehicles

- 1) All Purchased Transportation Services vehicles shall be promptly returned by CONTRACTOR to OMNITRANS or its designee at the termination of the Contract. Said vehicles shall be in good repair and condition, normal wear and tear excepted, with at least 4/32" serviceable tread life on tires, and with all repair and scheduled maintenance work completed.
- 2) The parties agree that it is the responsibility of the CONTRACTOR to ensure the vehicles are repaired and maintained on a continuing basis during the term of the Contract and to provide sufficient additional vehicles or equipment so as to facilitate this process.
- 3) OMNITRANS or its designee will inspect vehicles at or near the termination of the Contract.
- 4) The actual cost of repairs for all damage or deferred maintenance identified by said inspector which has not, as of the Contract termination date, been repaired by the CONTRACTOR, and which is paid for by OMNITRANS or its designee may be offset against the CONTRACTOR's final payment.
- 5) If the CONTRACTOR's final payment is insufficient in amount to liquidate the offsets and penalties otherwise applicable, CONTRACTOR shall be liable for such any excess and reasonable attorney's fees and costs incurred by OMNITRANS in recovering the excess.

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- 6) See Section I. START-UP/TRANSITION OF SERVICE, Subsection B. TRANSITION PLAN AT THE TERMINATION OF THIS CONTRACT, Paragraph 7, for transition expectations.

G. CONTRACTOR-Provided Vehicles

- 1) With written approval from OMNITRANS, the CONTRACTOR may decide to provide additional vehicles to enhance efficiency or scheduling flexibility. Any vehicles used to provide Access service shall be individually identified per the requirements of its applicable licensing authority [local taxi regulations or Public Utilities Code (PUC)] and shall bear two OMNITRANS Access logos, one on each side of the vehicle. It is the sole responsibility of the CONTRACTOR to procure, register, and license any and all vehicles beyond those provided by OMNITRANS. CONTRACTOR or subcontractor shall pay all fees associated with owning and operating the non-OMNITRANS vehicles.
- 2) All non-OMNITRANS provided vehicles shall be subject to approval and periodic inspection by OMNITRANS. Vehicles with rear entry wheelchair access or vehicles requiring the use of a portable step shall not be acceptable for Paratransit Service work. The CONTRACTOR shall provide OMNITRANS with periodic reports, as requested by OMNITRANS, identifying these vehicles by manufacturer, model and year, mileage, specific type and size of lift or ramp, if any. The CONTRACTOR may utilize self-provided vehicles in non-OMNITRANS service as long as these vehicles are appropriately licensed for the non-OMNITRANS service.
- 3) All vehicles used in Paratransit Service shall be certified as meeting the criteria established by OMNITRANS. A qualified, approved representative of the CONTRACTOR maintenance staff shall individually certify vehicle condition. OMNITRANS will provide training to the CONTRACTOR's designated staff regarding OMNITRANS' expectations for the vehicle inspection/certification. The designated staff member(s) shall be responsible for the inspection/certification of all non-OMNITRANS provided vehicles, including subcontractors' vehicles to be used for providing Access services. OMNITRANS will randomly audit certified vehicles to ensure compliance. If vehicles are found to be operating in Paratransit Service, but not meeting the minimum standards, the vehicle will be immediately removed from service and any trips provided in this vehicle in the previous fourteen-day period will not be reimbursed by OMNITRANS. Repeated non-compliance may result in a detailed fleet audit being performed by OMNITRANS or its designee at the CONTRACTOR's expense. Used vehicles are acceptable if they meet the following standards and are individually approved:
 - a. Vehicles must be free of body and chassis damage; paint shall be uniform and not show obvious previous repairs with bad color matches;
 - b. Vehicles may not exceed 150,000 miles of previous life when placed into Paratransit Service without specific written permission of OMNITRANS;
 - c. Vehicles must have interiors of reasonably uniform or matching colors and must be free of tears, damage or graffiti;
 - d. Vehicles shall have full maintenance records and such records should demonstrate vehicle reliability; and
 - e. Vehicles shall have fully functioning:
 1. Air conditioners

2. Safety and securement belts
 3. Heaters
 4. Flashers
 5. Defrosters
 6. Lights
 7. Speedometers
 8. Windshield washers/wipers
 9. Fuel gauges
 10. Mirrors
 11. Doors and windows
 12. Wheelchair lifts/ramps
 13. Serviceable tires
- 4) The CONTRACTOR shall submit in writing at least five (5) business days prior to the vehicle beginning Paratransit Service (unless mutually agreed upon) the following information for each vehicle: make, model, year, vehicle identification number, and owner. This information must be submitted for vehicles not owned by OMNITRANS to be used in Paratransit Service by the CONTRACTOR or a subcontractor.
- 5) The CONTRACTOR or subcontractor-provided vehicles may use the CONTRACTOR or subcontractors' corporate colors as long as an OMNITRANS Access logo is placed on both sides of the vehicle. The CONTRACTOR is responsible for the cost of OMNITRANS-approved decals (approximately \$15.00 per decal).

H. Vehicle Insurance – PROPOSER shall provide in their pricing documents, auto and liability insurance covering the OMNITRANS-owned vehicles. CONTRACTOR-owned-vehicle insurance is the sole responsibility of the CONTRACTOR and must meet the same coverage requirements as the OMNITRANS-owned vehicles.

- 1) Auto Liability for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than twenty-five million dollars (\$25,000,000) per accident.
- 2) Auto physical damage insurance to include collision and full comprehensive coverage.
- 3) Any losses or damages not covered by insurance shall be an obligation of the CONTRACTOR and not, under any circumstances, that of OMNITRANS.
- 4) CONTRACTOR shall provide to OMNITRANS a Loss/Run report on a monthly basis for all OMNITRANS-owned vehicles.

SECTION VII - PROVIDE VEHICLE MAINTENANCE

- A. The CONTRACTOR is responsible for properly maintaining all Access and OmniGo vehicles provided by OMNITRANS and for maintaining vehicles provided by the CONTRACTOR, or subcontractors, for use in Access service.

B. Maintenance Hours

Maintenance of OMNITRANS equipment shall be done at a time that will ensure maximum availability of vehicles for Paratransit Services. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the peak periods. Preventative Maintenance shall be performed at times that will not adversely affect the availability of revenue vehicles for service.

C. Vehicle Inspection by OMNITRANS

OMNITRANS, or its designee, may inspect the vehicles at any time either at the CONTRACTOR or subcontractors' location or while the vehicle is in service within the assigned OMNITRANS service area. If, in OMNITRANS' opinion, the vehicle does not meet the cleanliness or safety standards, it may be "red tagged," thereby preventing it from going into service, or it may be taken out of revenue service, until such time as any problems associated with it have been resolved.

D. Daily Inspection

- 1) Each driver shall do a daily pre-operational inspection that shall comply with all state requirements for buses before taking any OMNITRANS vehicle out of the yard. Such inspections shall be performed on all revenue vehicles including sedans, mini-vans, buses and mini-buses. If there are any defects noted, the driver must note such on the pre-trip inspection card. If no defects are noted, the driver must legibly sign the pre-trip inspection card indicating no defects. Pre-trip inspection cards shall be replaced daily. Any vehicle found in the pre-trip to have a safety-related defect must be repaired before being sent out on a revenue trip.
- 2) Vehicles with pre-trip inspection cards showing defects must be inspected and appropriate action taken on items noted on the card. The mechanic must legibly sign the pre-trip inspection card and the information must be transferred to a Shop Work Order. Pre-trip inspection cards showing defects must be dated and filed in chronological order for inspection and verifications purposes (California Highway Patrol (CHP) and OMNITRANS requirement). Pre-trip inspection cards showing defects shall become a permanent part of the vehicle file and must always be made available for inspection.
- 3) For Microtransit services that include dedicated proposer-owned vehicles, the daily pre-trip vehicle inspection is required. In a 1099 model, the daily pre-trip vehicle inspection is preferred but not required.

E. Repair and Maintenance

- 1) All maintenance and repairs of vehicles shall be completed in accordance with OMNITRANS' specified standards Exhibit P, Maintenance Schedule, whether performed by the CONTRACTOR or authorized subcontractors. Authorized subcontractors must follow the same guidelines of the CONTRACTOR and their work be inspected by the CONTRACTOR's Maintenance Manager.
- 2) OMNITRANS requires that all Access and OmniGo vehicles used in the Purchased Transportation Services, regardless if they are provided by OMNITRANS or the CONTRACTOR, are subject to preventive maintenance inspections (PMIs) every 5,000 miles or 45 day intervals, whichever occurs sooner, with a 150 mile window (not less than 4,850 or more than 5,150 miles) between PMIs. The work to be performed shall meet the manufacturer's minimum requirements. All safety-related repairs must be completed before the vehicle is placed back in service. Originals of the reports shall be kept in the individual vehicle file as reference for future PMIs and inspection by OMNITRANS. The detail of OMNITRANS required maintenance schedule is included in Exhibit P, Maintenance Schedule.
- 3) PMI report forms are subject to the approval of OMNITRANS.
- 4) OMNITRANS-provided Access and OmniGo vehicles shall not be placed in service if the vehicle has traveled more than 5,150 miles or 45 days since the last PMI. If the vehicle is operated beyond the 5,150 mile or 45-day limit, financial penalties will be assessed (as described herein in Section X, ATTAIN PERFORMANCE STANDARDS, Subsection D. Monthly Incentives/Penalties, Paragraph 5) Missed PMIs).
- 5) The CONTRACTOR shall use materials that meet or exceed the original manufacturer's specifications when doing any repairs to the vehicles. The lubricants used shall meet or exceed the standards specified by the manufacturer.
- 6) The CONTRACTOR shall perform all necessary and required maintenance and repair work to OMNITRANS-owned vehicles. The CONTRACTOR is responsible for all parts, consumables, maintenance labor, tires and other items necessary to maintain OMNITRANS vehicles.
- 7) The CONTRACTOR shall utilize a Shop Work Order Form, of its own format, subject to the approval of OMNITRANS. The work orders shall be filed in the individual vehicle records file. The information on this form shall be accurate, including date, description of work done, labor hours, employee name or clock number, mileage of vehicle at time of repairs and parts utilized for such repairs. The parts section on the work order shall include quantity, part description, unit costs and other charges.
- 8) The Maintenance Supervisor shall review and verify all work performed and labor utilized and will make sure that all information needed has been entered on to the work order.

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- 9) The cost of all preventive, routine, and major maintenance and repairs shall be the responsibility of the CONTRACTOR.

F. On Board Video Surveillance System (OBVSS)

- 1) Omnitrans-owned revenue vehicles are equipped with an OBVSS.
- 2) The OBVSS software conducts system diagnosis constantly. CONTRACTOR supervisors and/or managers are responsible for daily system status check and for notifying Omnitrans of any OBVSS components which are flagged as inoperable.
- 3) Initial troubleshooting of OBVSS issues shall be done by the CONTRACTOR maintenance staff. This includes but is not limited to: replacing failed cameras, replacing failed hard drives, replacing failed microphones, replacing failed DVRs, replacing failed or ineffective vehicle access points, and camera angle adjustments when necessary.
- 4) When a failed component is removed from the vehicle, it shall be tagged indicating the vehicle that the component was removed from, the date, and a specific issue why removal was necessary.
- 5) The failed component shall be returned to the Omnitrans parts department where a replacement component will be issued.

G. Vehicle Cleaning

- 1) All Access and OmniGo vehicles used in Purchased Transportation Services shall be thoroughly cleaned a minimum of twice per week. Vehicle cleaning will consist of the following:
 - a. Clean all windows, removing all dust, fingerprints and head prints;
 - b. Remove all dust from seats, dashboards, wheel wells, rails and ledges;
 - c. Mop or clean all liquid spills;
 - d. Vehicle must be free of all paper and debris;
 - e. Repair all damaged seats; and
 - f. Graffiti removal.
- 2) At minimum, the vehicle operator or a designated utility worker shall sweep the bus and remove all trash at the end of shift daily.
- 3) The vehicle exteriors shall be washed as necessary to maintain cleanliness. Vehicles will be subject to spot checks for cleanliness.
- 4) Vehicle washing shall occur over the clarifiers at each operating site. Contractor *shall be responsible for maintenance of the clarifiers.*
- 5) All vehicles shall display the approved OMNITRANS logos on both sides of the vehicle when in OMNITRANS service. Only vehicles approved by OMNITRANS may display the OMNITRANS logos.

H. California Highway Patrol (CHP) Inspections

Every 12 months, each OMNITRANS vehicle may be inspected by the California Highway Patrol (CHP) as part of the annual CHP terminal inspection. The CONTRACTOR shall be responsible for all repairs required to maintain vehicle certification. The CONTRACTOR shall request a terminal inspection with the CHP and notify OMNITRANS of the inspection. Vehicles which fail inspection shall not be used for revenue service unless and until all reasons for failure are addressed and until the vehicle is re-inspected and either approved for return to service or passed by the CHP or OMNITRANS. Failure to pass a CHP inspection will result in penalties being assessed per provisions herein of Section X, ATTAIN PERFORMANCE STANDARDS,

I. Inspection Discrepancy Reports

From time to time OMNITRANS will inspect Access Paratransit certified vehicles. Vehicles found to be in an unsafe or unacceptable condition will be “red tagged” and removed from service. Vehicles with minor defects will be issued an Inspection Discrepancy Report. When Inspection Discrepancy Reports are submitted to the CONTRACTOR by OMNITRANS, all noted open repair items shall be completed within 45 days or at the next PMI, whichever occurs first. The completed discrepancy sheet shall be returned to OMNITRANS when corrective work has been performed. The PMI will be incomplete if items listed on discrepancy sheets are not corrected.

J. Accident Repair

- 1) The CONTRACTOR shall promptly repair damaged vehicles.
- 2) The CONTRACTOR shall keep an accident repair log which shall include all costs associated with repairs.
- 3) The CONTRACTOR shall submit copies of these logs on a quarterly basis to the OMNITRANS Purchased Transportation Administrator or their designee. These logs shall be submitted as requested, but no later than as follows:

Jan/Feb/Mar Submit by April 14
Apr/May/Jun Submit by July 14
Jul/Aug/Sep Submit by October 14
Oct/Nov/Dec Submit by January 14

- 4) Body damages are the sole responsibility of the CONTRACTOR and shall be repaired within one (1) month from the date of the accident. Vehicles with significant body damage or any safety damage shall not be used in OMNITRANS service.
- 5) If an OMNITRANS-owned revenue vehicle is involved in a preventable accident and the MV claims adjuster determines the vehicle is a total loss, the CONTRACTOR shall provide a replacement vehicle until the totaled vehicle would have been scheduled for replacement by OMNITRANS. The replacement vehicle shall be acceptable to OMNITRANS, be fully branded as an OMNITRANS revenue vehicle and have the equipment provided on similar OMNITRANS

revenue vehicles. CONTRACTOR shall meet this requirement within forty-five (45) days of the vehicle being classified a total loss.

- 6) The CONTRACTOR shall not remove any parts from an OMNITRANS-owned, deadlined vehicle unless so authorized in writing by OMNITRANS.

K. Maintenance Transportation

- 1) If maintenance or warranty repairs are to be performed at locations other than the CONTRACTOR's premises, the CONTRACTOR shall transport the vehicle, at its cost, to and from the repair location.
- 2) The CONTRACTOR shall also be responsible for the transportation of replacement parts from retail outlets.

L. Omnitrans Replacement and Decommissioned Vehicles

- 1) Subject to available funding, Omnitrans procures replacement vehicles annually and removes the highest mileage vehicles from service.
- 2) Omnitrans will provide a decommission listing to the CONTRACTOR noting the vehicles to be decommissioned when replacement vehicles become available for revenue service.
- 3) CONTRACTOR maintenance staff will be responsible for removing the communication system (tablets) brackets and wiring harness from the decommissioned vehicles and to install these components into the replacement vehicles.
- 4) No other parts shall be removed from a decommissioned Omnitrans-owned vehicle without prior written consent of Omnitrans.
- 5) After removal of all necessary components, the Omnitrans-owned decommissioned vehicles shall be parked pending Omnitrans disposal.
- 6) All Omnitrans-owned decommissioned vehicles shall have tires with at least the industry minimal required tread depth for the location of the tire.

SECTION VIII - PROVIDE SCHEDULING AND DISPATCH

A. Scheduling a Trip

- 1) Once the OMNITRANS Paratransit Eligibility Technician has notified an applicant that he/she is eligible for Access service, applicant may request a ride during the times that reservations are accepted.
- 2) It is the CONTRACTOR's responsibility to provide adequate staffing to maintain an initial hold time not to exceed an average of two (2) minutes per call.

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- 3) It is the CONTRACTOR's responsibility to maximize the efficiency of the service by optimizing the use of revenue vehicles and taking advantage of all the features of the PASS scheduling application. The CONTRACTOR has maximum discretion in assigning trips to vehicles.
- 4) Access service offers up to 7-Day advanced booking but no less than one day in advance and subscription service. At the time this RFP was released OMNITRANS may consider reducing the advanced booking window to three (3) days. Advanced scheduled service must comply with all ADA regulations. Subscription service is considered a premium service that offers service to those riders who travel to and from a common pick-up and drop off location on a regular schedule. As premium service, subscription service is not ADA mandated.
- 5) This Scope of Work addresses Access service trips for Advanced and Subscription trips in addition to OmniGo service and the possible optional OmniGo service.
- 6) The CONTRACTOR shall process Advanced trip requests as follows:
 - a. The CONTRACTOR shall accept trip requests from 8:00 a.m. to 5:00 p.m. up to 7 days before the requested pick-up time/day. Same day trips will not be accepted.
 - b. The CONTRACTOR shall schedule the pick-up to a 30-minute arrival window which is defined as 0-30 minutes after the negotiated pick-up time, or the CONTRACTOR may schedule the pick-up to a 30-minute drop off window which is defined as 30-0 minutes before the negotiated drop off time.
 - c. All trip requests shall be **negotiated** using Trapeze PASS within one (1) hour on either side of the requested pick-up time or the request is counted as a trip denial. For instance, if a rider requests a pick-up time of 8:00, the CONTRACTOR may offer the rider a pick-up anywhere from 7:00 to 9:00. All trips scheduled outside of this negotiation window are to be considered "denied" and logged as such.
- 7) The CONTRACTOR shall process Subscription trip requests as follows:
 - a. Passengers must schedule at least 3 trips per week for the same time and pick-up/drop off locations to be eligible to request a subscription trip;
 - b. The CONTRACTOR will schedule the pick-up to a 30-minute arrival window, which is defined as 0-30 minutes after to the requested pick-up time OR to a 30 minute drop off window which is defined as 30 – 0 minutes before the requested drop off time;
 - c. Passenger must request a subscription trip at least 10 business days prior to the trip. The CONTRACTOR shall notify the rider within 5 business days with a determination. If a subscription trip is granted, service will begin within 5 business days of the determination date;
 - d. CONTRACTOR may deny any subscription trip that they cannot safely, effectively and efficiently accommodate;

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- e. Origins, destinations, total passengers and pick-up times may not be changed. Any changes requested by the rider are to be considered a new Access trip. Permanent changes to a subscription trip require a new service request and will be processed accordingly. Riders may, however, temporarily cancel service due to vacations, illness, etc.
 - f. Subscription trips will not be provided on weekends or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, President's Day and Christmas.
- 8) At the outset of the contract period the CONTRACTOR shall verify all subscription trip data provided by the current CONTRACTOR. Each passenger identified as having a subscription trip at the time the new contract takes effect will need to be contacted by phone and confirmation letter during the transition period to determine if the addresses, times and days listed are correct.
- 9) If the CONTRACTOR needs to adjust the pick-up time for a subscription trip or to cancel an ineffective subscription trip, it will be the CONTRACTOR's responsibility to contact the rider to negotiate a new pick-up time or to cancel.

B. Customer Verification

- 1) When an individual calls for a ride, the CONTRACTOR shall determine if the individual is eligible for Access service by checking the passenger data. If the individual is not eligible a pop-up window will display.
- 2) The Eligibility Statuses are as follows:
 - a. UNCONDITIONAL - Unrestricted eligibility is given to individuals that are unable to effectively utilize the fixed-route bus and rail service. Individuals given unrestricted eligibility may take any trip on Access Paratransit within the normal areas and hours of operation.
 - b. CONDITIONAL (not currently enforced) - Restricted eligibility is given to individuals who are capable of taking some trips on a fixed-route, rail or bus service. Individuals with Restricted eligibility will be granted one or more of the following restrictions:
 - 1) Eligible after dusk;
 - 2) Eligible before dawn;
 - 3) Eligible if no curb cuts at nearest bus stop;
 - 4) Eligible if no sidewalks along path to nearest bus stop;
 - 5) Eligible if no bus bench at nearest bus stop;
 - 6) Eligible if rain is forecast;
 - 7) Eligible if steep incline exists along path to bus stop;

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- 8) Eligible if forecast temperature is greater than 80 degrees;
 - 9) Eligible if forecast temperature is less than 60 degrees.
 - c. TEMPORARY - Temporary eligibility is given to individuals who, for a limited time, cannot independently use fixed-route service. Riders with Temporary eligibility may use Access unrestrictedly during their period of eligibility.
 - d. VISITORS – Riders with Visitors eligibility may use Access unrestrictedly during their period of eligibility. The ADA Paratransit Eligibility Technician determines eligibility for visitors.
- 3) For all riders, the CONTRACTOR must ensure that the period of eligibility has not expired. The CONTRACTOR must also ensure that the rider's eligibility is not currently suspended.

C. Trip Verification

- 1) Once the CONTRACTOR has determined that the passenger is eligible for Access service, the CONTRACTOR must verify that each trip request is eligible. The CONTRACTOR shall determine that:
 - a. The trip begins and ends within the Access service area for the time the passenger is traveling;
 - b. If Temporary or Visitor eligibility is given, the CONTRACTOR must determine if the trip requested is within the date of eligibility.
- 2) If the trip is eligible, then the trip shall be scheduled.
- 3) Determine whether the rider's status has changed in connection with the use (or lack of use) of a mobility device such that an accessible or non-accessible vehicle appropriate to the circumstances can be used to service the ride.

D. Dispatching Trips

- 1) The CONTRACTOR shall dispatch, or arrange for the dispatch, of all Access trips. The CONTRACTOR shall generate and maintain all dispatch records. The CONTRACTOR shall ensure that it operates Access trips in accordance with the established policies and procedures.
- 2) The CONTRACTOR shall provide the following:
 - a. Vehicles shall be dispatched so that pick-ups can be completed no more than 0 minutes early to 30 minutes after the negotiated pick-up time (30 minute pick-up window), and that drop offs can be completed no more than 30 minutes early to 0 minutes early before the requested drop off time (30 minute drop off window).

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- b. The maximum dwell time for a vehicle at a pickup location is to be three (3) minutes unless additional time had been added to specific passenger files. If the vehicle arrives prior to the start of the pick-up window, the dwell time will not begin until the start of the pick-up window.
- 3) The CONTRACTOR shall not have a pattern or practice of denying trip requests. A denial occurs when a requested ride cannot be scheduled within 60 minutes before or after the requested time. The CONTRACTOR shall keep an accurate, detailed log on all trip denials. A trip shall also be considered a denial if it is performed more than 60 minutes after the on-time window.

E. Transfers

- 1) There shall be two types of transfers required of Access riders:
 - a. Access inter-county transfers (transfers to other Paratransit agencies outside of the Access service area).

Inter-county transfers include trips that originate in OMNITRANS Access service area and have destinations in Los Angeles or Riverside County. For such trips, the CONTRACTOR shall transport the passenger to one of the designated transfer locations where the passenger shall be dropped off and then make a connecting trip. The passenger is responsible for scheduling the connecting trip with the adjacent Paratransit agency.

- b. Access to Fixed Route Transfers

Fixed route to Paratransit transfers usually involves a transfer to or from bus or rail systems. Passengers may be dropped off or picked up at any of the numerous Metrolink stations or bus stops throughout the Access service area. Passengers are responsible for scheduling their Paratransit pick-ups so that they can make their transit connections. Reservationists need to ensure that adequate travel time is offered to make effective connections.

F. Customer Satisfaction and Outreach

- 1) The CONTRACTOR shall work to ensure customer satisfaction with the service provided.
- 2) The CONTRACTOR shall cooperate with OMNITRANS in any outreach activities as directed by OMNITRANS. OMNITRANS shall provide informational and outreach materials to be used or distributed as directed.
- 3) The CONTRACTOR shall ensure that OMNITRANS provided outreach/marketing material is present on each vehicle during OMNITRANS promotions.
- 4) The CONTRACTOR shall keep OMNITRANS apprised of any operational and/or personnel problems that effect OMNITRANS as they occur. The CONTRACTOR shall not develop/display any standard forms or letters without obtaining approval from OMNITRANS before using such forms or letters.

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- 5) The CONTRACTOR shall not develop or procure promotional materials or items without prior approval of OMNITRANS, including those for personal use by the CONTRACTOR's staff.
- 6) From time to time OMNITRANS may ask the CONTRACTOR to provide transportation service for and participate in promotional activities. The CONTRACTOR will be compensated for all approved promotional vehicle operation activities (operated by a vehicle operator and not by a road supervisor) at the hourly rates bid in this contract. Historically, these activities have totaled less than thirty (30) hours annually.

G. Special Trips

OMNITRANS may request CONTRACTOR to provide special trips to individuals involved in special OMNITRANS activities within or outside of the service area. These may include, but are not limited to, public hearings and other special governmental activities. CONTRACTOR shall transport individuals or groups of individuals approved by OMNITRANS at the hourly rates in this Contract (when service is provided by a vehicle operator and not by a road supervisor). Historically, these activities have totaled less than forty (40) hours annually.

H. Denial of Customer Service

- 1) In the event that a customer is verbally or physically aggressive with the CONTRACTOR's employees or other passengers, the CONTRACTOR may request OMNITRANS to authorize the suspension of passenger service.
 - a. The CONTRACTOR shall provide to OMNITRANS video of the incident and a detailed incident report(s) of the incident.
 - b. If the customer involved in the incident participates in an Inland Regional Center (IRC) sponsored program, a copy of the incident report may be sent forward to the IRC at Omnitrans discretion.
 - c. Consistent and factual documentation is critical to suspending an individual's right to public transportation. One incident may not likely result in a suspension but, if documented accurately and timely, is the starting point.
- 2) The CONTRACTOR shall not suspend service to a customer without approval from OMNITRANS unless an immediate direct threat to the safety and security of the vehicle, vehicle operator, other passengers or the public exists.

SECTION IX - MAINTAIN, PREPARE, AND SUBMIT RECORDS AND REPORTS

- A. The CONTRACTOR shall provide accurate monthly reports outlining and detailing OMNITRANS service characteristics. All monthly reports are due to OMNITRANS by the fourth business day of the following month.

B. Billing and Type of Service

- 1) OMNITRANS will pay the CONTRACTOR a firm Fixed Rate plus a per revenue hour rate for the performance of the Services as provided herein. OMNITRANS will pay all properly documented and executed invoices submitted by the CONTRACTOR net thirty (30) days upon receipt of invoice and all required reports.
- 2) Records and Reporting

The CONTRACTOR shall provide for the following:

- a. The CONTRACTOR shall maintain all permanent project records as requested by OMNITRANS;
- b. The CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for OMNITRANS under this Contract on file for at least three (3) years following the date of final payment to the CONTRACTOR by OMNITRANS. The above records retention requirement shall include daily driver logs, trip sheets, as well as other books, records and documents. Any duly authorized representatives of OMNITRANS shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during the CONTRACTOR's usual and customary business hours;
- c. All project records prepared by the CONTRACTOR shall be owned by OMNITRANS and shall be made available to OMNITRANS at no additional charge;
- d. Operating reports, in a format approved by OMNITRANS, shall be provided monthly to OMNITRANS;
- e. The CONTRACTOR shall certify as accurate all information given to OMNITRANS;
- f. All revenues received, and expenses incurred in the performance of this Contract shall be recorded in an account separate from those used for other business activities or related entities of the CONTRACTOR and will be subject to audit;
- g. Invoices for services rendered shall be prepared in a format approved by OMNITRANS. All reports and invoices containing this data must be submitted within four (4) business days after the end of the operating month to receive reimbursement for service provided within 30 days. Invoices will not be paid until monthly operating data is submitted and accepted by OMNITRANS as complete.
- h. The CONTRACTOR shall meet with OMNITRANS staff for training in the proper application of the monthly reports.

C. Maintenance Data Collection and Reporting Requirements

- 1) The CONTRACTOR shall develop, with the approval of OMNITRANS, the following forms:
 - a. Pre-trip Inspection Report
Pre-trip Inspection Reports from the drivers showing vehicle defects shall be a permanent part of the vehicle file. Reports about vehicles without defects will be kept for a minimum of 30 days.
 - b. Preventive Maintenance Inspection Reports;
Preventive Maintenance Inspection Reports and Shop Work Orders: Copies will be a permanent part of the vehicles files.
 - c. Shop Work Order
 - d. Vehicle PMI detail report inclusive of the PMI schedule for the month, actual vehicle mileages and dates of work performed.
 - e. All forms to be developed by the CONTRACTOR shall be submitted to OMNITRANS for approval prior to use.
- 2) The CONTRACTOR shall submit a monthly Vehicle Report (use form as per Exhibit Q, Vehicle Report) within four (4) business days after the end of the reported month. Summary, by vehicle, of:
 - a. The cost of labor;
 - b. The cost of parts purchased;
 - d. PMI details
 - e. End of month odometer reading.

D. Daily Records

- 1) The technology used in this project provides the requisite information to deliver service. There will be no paper manifest printed out and issued to drivers for regular service. Driver manifests will be electronic and sent to the in-vehicle tablet with a 90-minute display.
- 2) The following data is required to be completed by the driver through the on-board tablet:
 - a. Driver badge number and run number;
 - b. Starting odometer reading;
 - c. Pull out and pull in arrive and perform times;

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- d. Pick up and drop off arrive and perform times;
- e. Arrive time at the start of a break or lunch AND perform time at the end of a break or lunch;
- f. Arrive time when arriving at a fuel break AND perform time when fueling is complete.

3) Denial Log

4) Dispatcher Logs

5) Payment shall not be made for runs which have incomplete or missing data.

E. Monthly Reports

- 1) The CONTRACTOR shall prepare and submit to OMNITRANS monthly reports to the Special Transportation Services and Accounting Departments. The reports shall be submitted within four (4) business days after the end of the operating month to receive reimbursement or adjustments for service provided during the prior month. The format to be used for the operating reports and monthly summaries shall be subject to approval of OMNITRANS.

2) The Reports shall include:

a. EV Report (Exhibit R EV Report) which consists of:

- 1. EV Access daily service statistics;
- 2. WV Access daily service statistics;
- 3. Monthly Claim for Reimbursement;
- 4. Workforce statistics

b. Contracted Fixed Route Report (Exhibit S CFR Report) which consists of:

- 1. OmniGo service statistics by route;
- 2. Workforce statistics
- 3. OmniGo missed trips by route

c. Vehicle Report (Exhibit Q - Vehicle Report) which consists of:

- 1. Each vehicle's beginning and ending odometer reading for the month;
- 2. Each vehicle's parts and labor costs for the month;

d. Telephone Report (Exhibit T Phone Report) which consists of:

- 1. The Automatic Call Distribution (ACD) statistical data such as total calls received, total calls abandoned, average initial hold time, maximum hold time, total average call time for the month;

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2. The Telephone Report provides this statistical data in a daily format with a month-end summary.
- e. NTD data sampling sheet (See Exhibit U - DR NTD Report and Exhibit V - CFR NTD Report:
 1. These sheets sample both demand response and fixed route (OmniGo) services;
 2. Two EV Access runs and two WV Access runs are selected every two days;
 3. Three OmniGo trips are selected every two days.
 4. NOTE: Monthly invoice shall not be paid if the NTD reporting is not current for the time period invoiced.
- f. An accurate listing of all non-OMNITRANS vehicles used in Access service identified by vehicle number and VIN and a listing of all drivers who were used in the provision of Access service identified by name and a unique, company assigned driver identification number (badge number) within Trapeze. The type of employment status (i.e. direct employee, independent CONTRACTOR or lease driver) shall be included.

F. Auditing Reported Revenue Hours

The following procedures will be used for revenue hour auditing:

- 1) OMNITRANS will select a weekday from the report month and all the trip sheets for the select day will be reviewed and the total revenue hours will be tabulated.
- 2) After all of the trip sheets contained in the sample have been audited, a percentage error rate will be calculated for the entire sample by deducting the tabulated total (TT) from the reported total (RT) and dividing that figure by the reported total (RT): $[(RT - TT) / RT]$.
 - a. When the audited error rate is less than 2%, OMNITRANS will process the entire invoice submitted for the audited month.
 - b. When the error rate is greater than 2%, OMNITRANS will multiply the monthly Revenue Hours by the percentage error rate over 2% and multiply this product by the contract variable rate. This total will be deducted from the submitted invoice of the audited month.

G. Accident Reporting Requirements

- 1) All accidents/incidents are to be reported to OMNITRANS. An 8.5" by 11" CalTIP accident/incident report (Exhibit W - CalTIP Accident-Incident Report) must be completed for each instance. Failure to report as outlined below may result in penalties assessed against the CONTRACTOR.

2) Immediate Notification

- a. OMNITRANS shall be immediately notified, of any occurrence arising out of performance of the services provided, of incident or accident that results in:
 - 1. Fatality
 - 2. Bodily injury resulting in referral to a medical facility or hospital
 - 3. Allegations of sexual harassment or rape
 - 4. Assaults, thefts, and other wrongful acts

3) 4-Hour Notification

- a. OMNITRANS shall be notified within 4 hours of other accidents or incidents including:
 - 1. Collision between an eligible OMNITRANS vehicle and another vehicle, person or object
 - 2. Collision between Omnitrans Vehicles
 - 3. Passenger accidents (including but not limited to falls) involving passengers who are in proximity to, entering, occupying, or exiting the vehicle
 - 4. Trip disturbances, passenger fainting or sickness
 - 5. Vandalism to OMNITRANS-provided vehicles
 - 6. Passenger complaints of discrimination, injury or property damage or other circumstances likely to result in the filing of claims against the service CONTRACTOR or OMNITRANS
 - 7. Any passenger, driver and/or service complaint arising from an accident

4) Notification Defined

- a. Regardless of any prior communication or inquiries regarding Accidents/Incidents, all Accidents/Incidents requiring notification are to be reported, in the following order, to:
 - 1. OMNITRANS Dispatch at 909-379-7323
 - 2. Purchased Transportation Administrator at 909-379-7212
 - 3. Director Special Transportation Services at 909-379-7213, if no answer, leave message.

5) Injuries/Damages

Where there are any injuries/potential injuries or damages/potential damages to public utilities, determine which emergency response agency to contact and contact that agency immediately, relaying critical information so that emergency response to the scene can be sent:

- a. CHP
- b. Ambulance
- c. Police
- d. Fire Department
- e. Electric
- f. Gas
- g. Telephone
- h. Other (traffic control sign or signal, bus shelter, etc.)

6) Information/Courtesy Cards

- a. In the event of an incident/accident, the CONTRACTOR shall furnish all appropriate parties, including an injured rider, with necessary insurance information. Any party to the accident who may wish to file a claim shall be referred to CONTRACTOR's claim administrator.
- b. CONTRACTOR shall not misrepresent their independent CONTRACTOR status under any circumstances. CONTRACTORS are independent CONTRACTORS and not agencies or extensions of OMNITRANS.

7) Rider Accident/Incident Reports

- a. Within 24 hours after an accident/incident, a correct and complete OMNITRANS' CalTIP Accident-Incident Report (Exhibit W) shall be transmitted by way of email to OMNITRANS' Purchased Transportation Administrator (or designee).
- b. In addition to the written accident report, a CD or DVD (as applicable) of the accident/incident queried from the Omnitrans' OBVSS shall be delivered to Omnitrans' main lobby addressed to Omnitrans' Purchased Transportation Administrator. The video shall include no less than five (5) minutes before the accident/incident occurrence and no less than five (5) minutes after the accident/incident occurrence.
- c. Accident/Incident reports called in by riders or others that are received through OMNITRANS' customer service department or other departments are forwarded to OMNITRANS' Purchased Transportation Administrator (or designee). Those reports will then be forwarded to the CONTRACTOR who shall respond with a driver's statement, accident report and investigation.
- d. CONTRACTOR, as independent CONTRACTOR, shall make every effort to resolve claim-related matters quickly and professionally.
- e. All claims that allege injury shall be reported immediately to OMNITRANS and an accident/incident report shall be completed.

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- f. CONTRACTOR shall not dismantle any portion of an OMNITRANS-owned vehicle until settlement with the insurance company is reached. Until that occurs, the vehicle is still the sole property of OMNITRANS.
 - g. CONTRACTOR shall submit all accidents/incidents on OMNITRANS' approved accident reporting forms. These forms shall be submitted according to the time limitations stated herein. Failure to comply may result in penalties being assessed.
 - h. CONTRACTOR shall keep all records of all incidents/accidents reported to them by OMNITRANS in driver's files as well as the resolution to those complaints.
 - i. CONTRACTOR agrees that OMNITRANS personnel have full rights to information sharing regarding any accident or incident that occurs while in service of OMNITRANS. Contact includes verbal, electronic, and written communication.
- 8) Accident preventability is determined by OMNITRANS using the National Safety Council guideline which defines a preventable collision as one in which the driver failed to do everything that they reasonably could have done to avoid it

SECTION X - ATTAIN PERFORMANCE STANDARDS

The CONTRACTOR is required to attain certain levels of performance. Performance levels as outlined in this section may result in incentives and/or penalties.

A. Performance Standards – Access Services (East Valley Access and West Valley Access Combined). The CONTRACTOR shall provide service in a manner that will (1) maximize productivity and customer service; and (2) comply with all applicable laws. With these concepts in mind, the following standards are intended to be an expression of what is reasonably attainable as opposed to the minimum required by law:

1) Trip Denials

- a. Serve 100% of the expressed demand for ADA Complementary Paratransit service. In no event shall a substantial number of trip denials attributable to causes within the control of the CONTRACTOR persist in CONTRACTOR's service over any significant period.
- b. CONTRACTOR shall log daily and report monthly all trip denials. A trip denial is when the agent is not able to book a passenger's trip within one hour (before or after) their requested time whether the trip is performed or not performed. A denial which would have been a round trip will count as two denials.

2) On-time Performance:

- a. Obtain and maintain on a consistent basis an average on-time trip rate of 90% or better, using a 30 minute on-time arrival window and as applicable, a 30-minute on-time drop off window, without regard to whether the cause of lateness is within the control of the CONTRACTOR.

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- b. **Negotiated Pick-up Times.** A trip arrives when it is at the curb at the location of trip origination as opposed to the time when the passenger is secured within the vehicle. A trip is late when a vehicle arrives at the trip origination location after the arrival window. Accordingly, a trip that arrives before the arrival window is not late but may have to wait for the rider up to three (3) minutes after the beginning of arrival window (“dwell time”) if the rider is not present when the vehicle arrives or declines to load early. The “dwell time” may be extended where, three (3) minutes after the beginning of the arrival window, a customer is within the eyesight of the vehicle operator and is clearly making his/her way to the vehicle. The time must be extended to allow the passenger time to complete boarding of the vehicle.
 - c. **Negotiated Drop-off Times.** A trip arrives when it is at the curb of the trip destination. A trip is late when a vehicle arrives at the trip destination after the requested drop off time.
- 3) **Passengers Per Revenue Hour**
Obtain, and maintain on a consistent basis, an average Passengers per Revenue Hour (PPH) of 2.4 or better.
 - 4) **Excessive Trip Lengths:**
Excessive trip lengths are to be avoided. On board travel time should be comparable to the fixed route travel time (including time to transfer). Each month 1% of the completed trips will be sampled and tested for trip length compliance.
 - 5) **Missed Trips:**
Missed trips include those trips which the vehicle did not appear at the pickup address, or arrived and departed from the pickup address before the beginning of the window (and did not pick up client), or did not wait the minimum dwell time and left without the client, or arrived after the end of the window and the client is not there or refused to travel. The CONTRACTOR shall not have a pattern or practice of substantial numbers of missed trips. In general, missed trips for reasons within the control of the CONTRACTOR shall not exceed 0.05%.
 - 6) **Telephone Hold Time:**
OMNITRANS is concerned about the amount of time a rider may spend on hold while trying to schedule a reservation. Hold times may include the initial hold time in the queue waiting to speak to an order taker, being repeatedly put on hold by the order taker prior to beginning the reservation process and being put on hold after providing the order taker with the reservation information. OMNITRANS would like the amount of time the caller is kept on hold to be kept to a minimum. The initial average hold time shall not exceed two (2) minutes.
 - 7) **Reservations Telephone Abandoned Rate**
Maintain on a consistent basis an average reservations telephone abandoned rate of 6.0% or less.
 - 8) **Customer Complaints:**
OMNITRANS is concerned about the passenger perception of the services provided. Key CONTRACTOR staff will have access to the Trapeze COM application for the purpose of

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reviewing and responding to complaints made by the community. The complaint standards include:

- a. The number of complaints received per 100,000 trips performed shall not exceed 19;
- b. Safety related complaints must be investigated, and a response provided within 3 business days;
- c. All other complaints must be investigated, and a response provided within 5 business days.

B. Performance Standards – Fixed Routes (OmniGo)

1) Schedule Adherence

- a. Fixed route service is considered on time when the vehicle departs a time point no greater than 5 minutes after the published time.
- b. Minimum Adherence = 88%.

2) Missed Trips (Service Interruptions)

- a. A Fixed Route trip is considered missed when any part of a trip is not provided due to mechanical breakdown or a lack of personnel. A trip is defined as the sequence of stops between two end-of-lines (EOL).
- b. Maximum monthly missed trips per route = 4 per route.

3) Customer Complaints:

- a. OMNITRANS is concerned about the passenger perception of the services provided.
- b. Key CONTRACTOR staff will have access to the Trapeze COMM application for the purpose of reviewing and responding to complaints made by the community.
- c. The number of complaints received per 100,000 trips performed should not exceed 19.
- d. Safety related complaints must be investigated, and a response provided within 3 business days.
- e. All other complaints must be investigated, and a response provided within 5 business days

C. Monthly Incentives / Penalties

- 1) Access Performance incentive or penalty shall be applied according to the matrix below based on the On-Time Performance (OTP) AND the productivity of both EV Access and WV Access combined. *Incentives and Penalties will be waived during the first three months of service should the contract be awarded to a contractor other than the incumbent.*

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		Access Productivity				
		2.0	2.2	2.4	2.6	2.8
Access OTP	83	-\$5,000	-\$4,000	-\$3,000	-\$2,000	-\$1,500
	85	-\$4,000	-\$3,000	-\$2,000	-\$1,500	-\$1,000
	87	-\$3,000	-\$2,000	-\$1,000	\$0	\$0
	89	-\$1,000	\$0	\$0	\$500	\$1,500
	91	-\$500	\$500	\$500	\$2,500	\$3,500
	93	-\$500	\$1,000	\$2,500	\$3,500	\$5,000
	95	-\$500	\$1,500	\$3,500	\$5,000	\$5,500

2) Access Telephone Performance

- a. A \$5,000 incentive in any month where the telephone performance (all services combined) achieves both the following criteria:
 1. Lost/dropped/abandoned call rate not greater than 5.5% of total calls received, and;
 2. Average hold/wait time does not exceed one and one half (1:30) minutes.
- b. A \$5,000 penalty in any month where the telephone performance (all systems combined) meets either of the following criteria:
 1. Lost/dropped/abandoned call rate exceeds 6.5%, or;
 2. The average hold/wait time exceeds two and one half (2:30) minutes.

3) Access Services

a. Late Trips Incentive:

A \$5,000 incentive in each month where there are zero Access trips greater than 60 minutes late.

b. Late Trips Penalty:

1. A \$150 per trip penalty for any trip picked up (dropped off if applicable) or no showed between 60 minutes and 89 minutes after the end of the on-time window.
2. A \$250 per trip penalty for any trip picked up (dropped off if applicable) or no showed between 90 minutes and 119 minutes after the end of the on-time window.
3. A \$500 per trip penalty for any trip picked up (dropped off if applicable) or no showed greater than 119 minutes after the end of the on-time window.

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c. Excessive Trip Length Incentive:

When the trip length test sample (1% of completed trips) yields zero (0) trips with excessive trip lengths when measured against the comparable fixed route, a \$1,500 incentive will be awarded.

d. Excessive Trip Length Penalty:

When the trip length test sample (1% of completed trips) yields greater than fifteen (15) trips with excessive trip lengths when measured against the comparable fixed route, a \$1,500 penalty will be assessed.

4) Accident/Incident Reports

- a. A \$100 per calendar day penalty for each Accident/Incident Report submitted greater than 24 hours after the accident/incident.
- b. A \$1,000 per calendar day penalty for each Accident/Incident Report with immediate notification criteria where notification is not made within one hour of the accident/incident.

5) Complaint Resolution (all contracted services)

- a. A \$100 per day penalty per open complaint for each complaint not resolved to Trapeze COM within five (5) business days for a general complaint or within three (3) business days for a safety related complaint.
- b. A \$1000 incentive will be awarded in any month that the demand response complaint ratio is less than 15 per 100,000 trips.
- c. A \$1000 penalty shall be assessed in any month that the demand response complaint ratio exceeds 19 per 100,000 trips.

6) Preventable Accident Ratio (Preventable Accidents per 100,000 Miles – Calculated quarterly all services combined in one ratio – target is 0.80):

- a. A \$2,000 incentive in any quarter the Preventable Accident Ratio falls between 0.50 and 0.70 inclusive.
- b. A \$3,000 incentive in any quarter the Preventable Accident Ratio is less than 0.50.
- c. A \$2,000 penalty in any quarter the Preventable Accident Ratio falls between 1.00 and 1.20 inclusive.
- d. A \$3,000 penalty in any quarter the Preventable Accident Ratio exceeds 1.20.

D. Applicable incentives and penalties will be deducted from or added to the monthly invoice of the same month that they were earned/assessed. Prior to the 5th business day after the prior month's end, the CONTRACTOR may submit justification for substandard performance and request to be relieved of the penalty(s) due to unforeseen events not under the control of the CONTRACTOR.

The decision to provide relief of some, all or none of the penalties requested by the CONTRACTOR will be at the sole discretion of OMNITRANS. Requests for relief not submitted prior to the 5th business day after the last day of the month will be denied. Relief for weather, traffic, or shortage of drivers are examples of requests that will be denied. Should an anomalous weather event occur or a significant traffic event such as an unplanned, lengthy freeway closure in the service area, Omnitrans would take its effect on service delivery into consideration as long as sufficient supporting documents are provided to Omnitrans.

- E. Through this SOW are several required reports to be submitted. The CONTRACTOR's monthly invoice shall not be paid until all the required reports have been submitted, are accurate, and complete. These reports include but are not limited to the reports listed in EXHIBIT N- Reporting Matrix. Omnitrans may add or delete reports or change the reporting deadlines at any time.

SECTION XI - SAFETY AND SECURITY

Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the CONTRACT. Where any of these are in conflict, the more stringent requirement(s) shall be followed. The CONTRACTOR's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein. The CONTRACTOR must appoint a Transit Safety and Security Program (TSSP) certified Safety, Security Manager/Director to oversee the EHS Safety and Security responsibilities and reporting as required by the contract

A. Daily Responsibilities:

- 1) Secure all OMNITRANS vehicles each night; all doors and windows of vehicles shall be locked.
- 2) Secure the fuel pumps (if applicable) each night.
- 3) The last contract employee each night shall ensure the building doors and windows are locked and alert security that there is no other employee remaining on site.
- 4) CONTRACTOR is responsible for site security (including parking lots) during their hours of operation. The emergency exit doors shall be fully closed so that persons cannot unexpectedly enter the facility from the alley or through dispatch.
- 5) CONTRACTOR is responsible for Maintenance, Cleanliness and Safety of Facilities:
 - a. Contractor shall ensure that all facilities provided in conjunction with this contract are maintained on a regular basis to ensure a safe, secure, professional, hygienic and attractive working environment in compliance with all federal, state and local regulations.
 - b. Vehicle maintenance and shop areas shall be cleaned daily and shall be thoroughly cleaned once each month at a minimum.
 - c. Fluid spills shall be cleaned upon occurrence.

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- d. Vehicle storage and yard areas shall be cleaned once a month at a minimum to eliminate any buildup of oil, grease or dirt.
- e. The Contractor will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. and California Department of Health Services regulations.
- f. Safety Data Sheet (SDS): CONTRACTOR shall provide access to Omnitrans of all Safety Data Sheet (SDS) on all chemicals stored or used by them. CONTRACTOR shall follow all Code requirements on storing and using chemicals, products or waste.

B. Weekly Responsibilities

- 1) Inspect areas of sites where hazardous waste is stored, regardless of container size. Hazardous wastes include waste lubricating oil, waste transmission fluids, waste engine coolants, and other waste lubricants containing petroleum hydrocarbons. EXHIBIT X – Hazardous Waste Weekly Inspection Report
- 2) Document in writing on an inspection form, observations regarding the appearance and integrity of hazardous waste storage containers.
- 3) Forward weekly inspection documents within seven (7) days to OMNITRANS, attention: Safety, Security & Regulatory Compliance (SSRC).
- 4) The Contractor will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. and California Department of Health Services regulations.

C. Monthly Responsibilities:

- 1) Monthly storm water runoff (SWR) observations shall be documented and noted once per month on the first day a storm water event occurs within that month. Exhibit Y1 - Visual Observation Form SWR
- 2) On months where there have been no storm water flows, the observation will be logged in on the last worker day of that month noting “no flow” had occurred.
- 3) Monthly non-storm water discharge (NSWD) observations shall be documented and noted once per month on the first observation within that month. Exhibit Y2- Visual Observation Form NSWD.
- 4) On months where there have been no non-storm water discharges, the observation will be logged in on the last worker day of that month noting “no discharges” had occurred.
- 5) Photocopies of the monthly storm water documents shall be forwarded within fourteen (14) calendar days to OMNITRANS, attention: Safety, Security & Regulatory Compliance (SSRC).

D. Quarterly Responsibilities:

- 1) CONTRACTOR shall conduct Safety and Security inspections of the operating site which shall consist of but not limited to Occupational Safety and Health Act of 1970 (OSHA), fire, safety, security, and other related regulatory standards. Within fourteen (14) days of the inspection a written summary report shall be provided to OMNITRANS, attention: SSRC.
- 2) OMNITRANS will also conduct unannounced Safety and Security inspections each quarter and a member of the CONTRACTOR's management team is required to participate in the inspection.

E. Semi-Annual Responsibilities:

- 1) The CONTRACTOR shall provide to OMNITRANS' SSRC an updated emergency contact phone list including email addresses and cell phone numbers in excel format no later than January 31 and July 31 each year. Additional updates are required when CONTRACTOR makes a change in their emergency protocol and management personnel.
- 2) The CONTRACTOR shall provide to OMNITRANS' SSRC an updated CONTRACTOR personnel listing in excel format no later than January 31 and July 31 each year.
- 3) The CONTRACTOR shall conduct a minimum of two (2) fire drills at each facility annually. OMNITRANS' SSRC shall be notified in advance of the drill and may participate as an observer to provide After Action Reports. The two mandatory fire drills shall not be closer than four (4) months or greater than eight (8) months apart.

F. Annual Responsibilities:

- 1) The CONTRACTOR shall provide to OMNITRANS' SSRC an updated Injury and Illness Prevention Program (IIPP), Strike Contingency Plan, Emergency Operations Plan (EOP), Continuity of Operation Plan (COOP), and a Disaster Recovery Plan. The plans shall delineate how the CONTRACTOR plans to respond at the facilities in the event of natural disaster, robbery, civil unrest, hazmat spill, work stoppage, bomb threat, medical aid, etc. The updated plans shall be submitted to OMNITRANS no later than January 31 each year.
- 2) The CONTRACTOR shall provide to OMNITRANS' SSRC the yearly total of hazardous materials used, waste generated, and specific Safety Data Sheets (SDS format) no later than January 15 for the prior calendar year.
- 3) If OMNITRANS is storing hazardous materials at the "I" Street facility, then OMNITRANS is responsible for its own reporting.

G. Other Responsibilities:

- 1) The CONTRACTOR will conduct monthly safety and security meetings and shall submit to OMNITRANS' SSRC the meeting notes, hazard identification and mitigation, and

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safety/security concerns or suggestions that pertain to OMNITRANS physical assets at each facility. Submission of meeting notes shall be within seven (7) days of the meeting. In the case of serious physical hazards, immediate mitigation and notification to OMNITRANS SSRC is required.

- 2) CONTRACTOR shall notify OMNITRANS' SSRC if any State, local or federal regulatory agency arrives at either facility for an inspection, audit or complaint follow-up within one hour of Contractor knowledge.
- 3) During inspections or audits, whether conducted by OMNITRANS or another regulatory agency, the CONTRACTOR shall have a management representative walk with and/or participate.
- 4) If CONTRACTOR staff observes a situation that may be in violation of any regulations or laws pertaining to hazardous materials, storm water runoff, or any other environmental, health and safety codes, CONTRACTOR staff shall notify OMNITRANS' SSRC immediately.
- 5) OMNITRANS' SSRC provides tabletop drills and other training courses. The CONTRACTOR may be invited to and is expected to participate.
- 6) CONTRACTOR shall implement the Safety Managements Systems (SMS) 49 CFR 673 approach defined by the FTA and shall submit a comprehensive Public Transportation Safety Plan (PTASP/SMS) (49 U.S.C. § 5329(d)) for SSRC review. The PTASP shall be reviewed and updated annually no later than June 1st, annually for the prior calendar year period.

SECTION XII - CLEAN WATER AND CLEAN AIR REQUIREMENTS

A. APPLICABILITY

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

- 1) 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.
- 2) CONTRACTOR shall immediately notify OMNITRANS Safety and Security Manager at (909-379-7125), of any release of hazardous materials into any OMNITRANS storm water drains upon knowledge of such a release. Notification shall be within one hour of Contractor's knowledge of occurrence. OMNITRANS will, in turn, report each violation as required to the appropriate EPA Regional Office, and all other agencies having jurisdiction.
- 3) CONTRACTOR shall implement and maintain the Storm Water Pollution Prevention Plan for 9421 Feron Boulevard, Building 101, Rancho Cucamonga, CA 91730, and 234 South I Street, San Bernardino, CA 92410. A copy of the Plan will be given to contractor initially and upon each new revision.

PURCHASED TRANSPORTATION SERVICES

- 4) A copy of any initial reports to EPA Regional Office, the State of California and any other agency that has jurisdiction, made by the CONTRACTOR shall be provided to OMNITRANS prior to submission for review. CONTRACTOR shall deliver to OMNITRANS copies of all final reports within 2 days of receiving them from an agency.

C. CLEAN AIR

- 1) 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.
- 2) CONTRACTOR shall obtain all Clean Air Permits required for their operation with the exception of those permits for which OMNITRANS has and will continue to maintain.
- 3) OMNITRANS will continue to maintain the AQMD permits for the Underground Storage Tanks (UST) and its ancillary equipment and the Emergency Generator.
- 4) All other AQMD permits if required are the responsibility of the CONTRACTOR.
- 5) CONTRACTOR shall report each violation(s) of the Clean Air Act or their AQMD permit to OMNITRANS.
- 6) OMNITRANS will, in turn, report each violation as required to EPA, and the CONTRACTOR shall report any violation not related to OMNITRANS permits as required to the appropriate EPA Regional Office and all other agencies having jurisdiction.
- 7) A copy of any reports the EPA Regional Office, the State of California and any other agency that has jurisdiction, made by the CONTRACTOR shall be provided to OMNITRANS prior to submission for review. CONTRACTOR shall deliver to OMNITRANS copies of all final reports within 2 days of receiving them from an agency.

D. ENVIRONMENTAL PERMITTING

- 1) OMNITRANS Responsibilities: OMNITRANS owns the UST System, Emergency Generator and compressed air tanks located at the I Street facility. For those items, OMNITRANS will continue to maintain the following permits:
 - a. Underground Storage Tank and its ancillary equipment: San Bernardino County Fire Department, Hazardous Materials Division is the Certified Unified Program Agency (CUPA). The CUPA is the local permitting agency for the USTs, and the Hazardous Materials Release Response Plans and Inventory (known as the Business Plan). The Business Plan is file via the California Environmental Reporting System (CERS) and for the UST the CERS is only for the storage of gasoline. Southern Coast Air Quality Management District (AQMD) permits the UST and its ancillary equipment for compliance with the federal and state Clean Air Act.
 - b. Emergency Generator: The CUPA permits for the storage of diesel in the CERS permit. AQMD permits the emergency generator for compliance with the federal and state Clean Air Act.

- c. Compressed Air Tanks: Division of Occupational Safety and Health (DOSH) permit the compressed air tanks for compliance with pressure vessel regulations.

E. POLLUTION LIABILITY

The CONTRACTOR shall at its sole expense, indemnify, defend and hold harmless, OMNITRANS, its Board of Directors, officers, employees and agents from any liability for any loss for injuries to or death to person or persons as a result of environmental pollution or damage or destructions to the environment that occurs on or after the date the CONTRACTOR assumes responsibility or control of any part or segment of the property utilized in the performance of Work pursuant to this Agreement, with the exception that the CONTRACTOR is not responsible for pollution present before assuming responsibility or control of any part or segment of the property utilized in the performance of Work pursuant to this Agreement or where pollution, damage or destruction to the environment is caused by OMNITRANS or another contractor performing work on behalf of OMNITRANS.

F. GOVERNMENTAL ENTITY IMPOSED FINES

Should the actions of the CONTRACTOR management or their employees cause OMNITRANS to incur a fine from other governmental agencies or organizations operating on behalf of a governmental agency, the CONTRACTOR shall be responsible for payment of applicable fines and will be invoiced accordingly.

10. DEFINITIONS

As used throughout the Scope of Work, Exhibits and Attachments, the following terms shall have the meanings set forth below:

Accident: Any occurrence where an OMNITRANS owned or operated vehicle, or vehicle operated in OMNITRANS service, makes physical contact with any other vehicle, person or object or; any occurrence where any other vehicle makes contact with another vehicle, person or object within 100 feet of an OMNITRANS owned or operated vehicle or; any situation that could result in legal liability on the part of OMNITRANS.

Access Service: Access Service is a curb-to-curb service, for travel within areas comparable to OMNITRANS' fixed route bus services (service area determined by OMNITRANS), for persons who have been certified as ADA eligible.

Advanced Reservation: The process of accepting trip requests prior to the requested service date. ADA requires advance reservation for Complementary Paratransit Service with one day notice. OMNITRANS' Access Service accepts reservations up to seven days in advance.

AQMD: Air Quality Management District.

Business Days: OMNITRANS' administrative working days Monday through Friday; working hours 7:00 a.m. to 5:00 p.m.; excludes holidays.

Cancellation: The passenger cancels their trip at minimum one hour in advance of the start of their Service Window.

CERS: California Environmental Reporting System.

Conditional Eligibility: Access eligibility status granted to those passengers who may sometimes have the ability to ride accessible fixed route vehicles.

Continuity of Operations Plan (COOP): Continuity of Operations, as defined in the National Security Presidential Directive-51/Homeland Security Presidential Directive-20 (NSPD-51/HSPD-20) and the National Continuity Policy Implementation Plan (NCPPI), is an effort within individual executive departments and agencies to ensure that Primary Mission Essential Functions (PMEFs) continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies.

CUPA: Certified Unified Program Agencies.

Curb-to-Curb Service: A type of paratransit service where, on both the origin and destination end of the trip, the operator gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle. Curb-to-Curb service is OMNITRANS' standard for ACCESS Service.

Days: Calendar days.

Dwell Time: The amount of time spent at each pickup or drop off location waiting for, boarding, or alighting passengers. A vehicle arriving for an on-time pick-up shall wait a minimum of five (5) minutes for a customer to appear and board the vehicle before marking them as a no-show and proceeding to their next stop. During the required Dwell Time, it is expected that the operator will attempt to make contact with the customer and will notify dispatch that the customer has not appeared.

EHS: Environmental Health and Safety

EOP: Emergency Operations Plan.

Fiscal Year: OMNITRANS' fiscal year begins July 1 and ends June 30.

FTA: Federal Transit Administration.

IIPP: Injury and Illness Prevention Program.

Incident: Any event or episode on or within 100 feet of an OMNITRANS owned or operated vehicle that requires the operator to disrupt normal operations of the vehicle or has the potential to generate a customer comment. Incidents are to be reported on an OMNITRANS approved incident report form to document situations, especially crimes, customer relations problems, or other extraordinary events that occur on or near the vehicle and does not involve personal injury or property damage.

Late Cancellation (CL): A scheduled passenger who does not call the Access reservation center to cancel their trip at least one hour before their Scheduled Time.

Late No Show (LNS): The arrival for the attempted passenger pick-up occurs less than 29 minutes after the end of the Service Window and the minimum dwell time has passed.

Late Trip: For paratransit service, an occurrence where the vehicle arrives for the pick-up after the end of the pick-up window and the passenger takes the trip.

Missed Trip: Any trip for which the vehicle arrives after the end of the pick-up window and the customer does not take the trip, or any trip for which the vehicle does not dwell for the required amount of time and the customer does not take the trip.

Negotiated Time: The time negotiated with a client, within ADA and OMNITRANS' guidelines, for pick-up. A trip time may be negotiated within sixty minutes before or after the time requested by the customer. Customers may indicate a "no earlier than" or "no later than" preference for trip negotiation. A "no later than" request may be negotiated within sixty minutes after the requested time. A "no earlier than" request may be negotiated within sixty minutes before the requested time.

Non-Revenue Vehicle: A vehicle used to support revenue vehicle operations that are not typically used to carry transit passengers. Types of Non-Revenue Vehicles include supervisor vehicles, driver relief vehicles, staff cars, and maintenance vehicles.

No-Show (NS): A scheduled passenger who does not appear at the designated pick-up location for vehicle boarding within 5 minutes of an on-time vehicle arrival. A rider shall also receive a no-show if that rider requires supervision by a care provider or an agency, and no one is present to receive the rider at the destination.

On-Time Performance (OTP): The proportion of the time that a transit system arrives within the quoted on-time window. OTP will be documented and reported on the On-Time Performance Report.

Passenger: Any person transported on a revenue service vehicle.

Pick-Up Window: The pick-up window is a thirty-minute window, expressed as zero (0) to thirty (30) minutes after the Scheduled Time.

Pre-trip Inspection: The driver of a commercial vehicle is required to inspect the interior and exterior condition of the vehicle prior to operation. This inspection is to be documented on a Daily Vehicle Inspection Report.

Preventable Accident: A preventable accident is determined by the OMNITRANS Purchased Transportation Manager using the National Safety Council's definition: "A collision in which the vehicle operator failed to do everything reasonable to avoid it." This definition solely represents the classification of an accident with regard to this scope of work. It is not intended to represent in any way a determination of legal liability.

Red Tagged: A vehicle that does not meet OMNITRANS' safety requirements or standards is issued a Red Tag and may not be placed into service until defects are corrected, form is signed, and repairs are approved by OMNITRANS.

Requested Time: A pick-up or drop off time requested by the customer at the time that they make the booking.

Revenue Hours: Time from when an operator arrives for the first pick-up attempt until completion of the last drop off (or pick-up attempt if no showed), minus driver breaks, lunch, fueling and breakdowns. In fixed route service the revenue hours shall be from the departure time of the first stop of the route at the start of the day until the arrival time at the last stop of the route at the end of the day for each route assigned to CONTRACTOR less missed service if applicable. CONTRACTOR shall not be compensated for excessive unproductive time within these revenue hours.

Revenue Service: The time a vehicle is available for passenger transport within the CONTRACTOR's established hours of service. For paratransit service, a vehicle is available for passenger transport from the time it arrives at the first passenger pick-up location and ends at the last passenger drop off, excluding any meal breaks, service breaks, mechanical breakdowns, and time a vehicle is down due to an accident.

Revenue Vehicle: A vehicle authorized to be used in providing transit service for passengers.

Revenue Vehicle Hour (RVH): For paratransit service, a Revenue Vehicle Hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is actively transporting passengers (including the time traveling to pick-up a passenger after already beginning revenue service) within the CONTRACTOR's established hours of service. Revenue Vehicle Hours, for all services, shall exclude any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident. Computation of Revenue Vehicle Hours shall not include any time in excess of 45 minutes between a passenger drop-off and the following on-time pick-up arrival, with the exception of scheduled meals, service breaks, or when the preceding pick-up was a no-show or late cancellation. The 45-minute gap is included in the projected revenue hours.

Schedule Adherence: The on-time performance standard of the fixed route service shall be no greater than zero (0) minutes early and no greater than three (3) minutes late from all bus stops.

Scheduled Time: Shall be defined as the promised trip time stated to the customer during the reservation process. A Scheduled Time cannot be changed unless approved by the customer by telephone.

Service Window: The service window is the time range an OMNITRANS demand response passenger can expect a vehicle to arrive. Access operates using a 30 minute service window (i.e., 9:10 to 9:40 for a trip scheduled for 09:10).

SDS: Safety Data Sheets.

SMS: Safety Management Systems.

SSP: Security Policy and Procedures.

SSPP: System Safety Program Plan.

SSRC: OMNITRANS office of Safety, Security and Regulatory Compliance.

Subscription Trips: Trip requests that are scheduled on a recurring daily or weekly basis. A subscription does not require the passenger to call in their request for each trip; only to cancel for one or more days. Also known as Subscription Service.

Temporary Eligibility: Access Service eligibility status granted, for a limited time, to an individual who cannot independently use fixed route service due to a temporary disability.

Trapeze PASS: Paratransit scheduling software utilized by OMNITRANS' Access Service to process, qualify, schedule and dispatch service requests.

Travel Time: The total amount of time taken for a vehicle to travel from one point to another.

Trip Denial: Under the guidelines established by the ADA and OMNITRANS, CONTRACTOR may negotiate trip times with a customer within sixty (60) minutes before or after the time requested by the customer. If an available trip cannot be identified that meets the ADA and Access policy, the request is to be considered a Trip Denial. If the customer is offered and accepts a pick-up time more than 60 minutes from their requested time, this trip will still be counted as a Trip Denial.

Trip Negotiation: CONTRACTOR shall negotiate pick-up or drop off (if applicable) times in accordance with the provisions of the ADA. When multiple solutions are presented by the scheduling software, reservations staff shall offer to the passenger a minimum of two options for pick-up time, preferable one earlier and one later than the requested time, if the requested time is not available.

USC: United States Code.

UST: Underground Storage Tank.

Unproductive Time: Occasions where the vehicle operator has made a drop off, is empty but not on a break or a lunch and is sitting for greater than 10 minutes without moving toward another pickup assignment.

Unrestricted Eligibility: Unrestricted Access eligibility status granted to persons who cannot independently use fixed route service due to disability.

Trapeze PASS Violation: A transgression of, or failure to comply with, a rule of obligation that has been programmed into the system.

End Scope of Work

Attachment B

REGULATORY REQUIREMENT

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REGULATORY REQUIREMENTS

*** Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

Required Clauses for All FTA-Assisted Third-Party Contracts and Subcontracts

RR-01

NO FEDERAL OBLIGATION TO THIRD PARTIES *

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

RR-02

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD *

A. Civil Fraud.

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, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

B. Criminal Fraud.

If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient

the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

- C. 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-03
ACCESS TO THIRD PARTY CONTRACT RECORDS *

- A. Access to Third Party Contract Records.
The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

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.

- B. 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.
- C. 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-04
FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT
ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES

- A. 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.
- B. 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-05
CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO (EXCEPT SPECIAL DOL
CONSTRUCTION CLAUSE *

- A. 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.
- B. 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-06
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 agency's overall goal for DBE participation is 6.1%.
- 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.

Required Clauses for Awards Exceeding \$2,000

RR-07

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 with 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-08
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.

Required Clauses for Awards Exceeding \$10,000

RR-09
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.

Required Clauses for Awards Exceeding \$25,000

RR-010

SUSPENSION AND DEBARMENT*

- A. 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.

- B. 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.

Awards Exceeding \$100,000 by Statute

RR-011

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

- A. 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-012

CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. 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.

B. 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-013
NON-CONSTRUCTION ACTIVITIES

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

Required Clauses for Awards Exceeding the Simplified Acquisition Threshold (\$150,000)

RR-014
BUY AMERICA *

- A. 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.

- B. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

RR-015
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.

Transport of Property or Persons

RR-016 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 loading 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 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-017 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.

CONSTRUCTION ACTIVITIES

RR-018 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 with 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-019
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-020 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 five (5) 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-021
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.

NON-CONSTRUCTION ACTIVITIES

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

TRANSIT OPERATIONS

RR-022

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.

CHARTER BUS OPERATION

Charter Service Operations.

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the Recipient understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

SCHOOL BUS OPERATIONS

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA’s School Bus Operations regulations, 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. §§ 5323(f) or (g), the Recipient understands and agrees that: (1) the requirements of FTA’s School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractor, or other participants in the project provide, (2) the definitions of FTA’s School Bus Operations regulations will apply to the Recipient’s school transportation operations, and (3) if there is a violation of FTA’s School Bus Operations regulations, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), FTA will bar the Recipient, subrecipient, lessee, third party contractor, or other Project participant operating public transportation that has violated FTA’s School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

RR-023 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>

PLANNING, RESEARCH, DEVELOPMENT AND DEMONSTRATION PROJECTS

PATENT RIGHTS

a. General. If any invention, improvement, or discovery of the Recipient or of any subrecipient, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. Federal Rights. The Recipient agrees that its rights and responsibilities, and those of each

subrecipient, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq.*, and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401, irrespective of the status of the Recipient, subrecipient, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

RIGHTS IN DATA AND COPYRIGHTS

a. Definition. The term “subject data,” as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject data” do not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Paragraph 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s

consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

- (1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and
- (2) Any rights of copyright to which a Recipient, subrecipient, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Recipient agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Recipient agrees to provide other reports pertaining to the Project that FTA may request. The Recipient agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA recipient, subrecipient, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

h. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.”

i. Requirements to Release Data. To the extent required by U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

MISCELLANEOUS SPECIAL REQUIREMENTS

RR-024 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-025 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.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

RR-026
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.

NOT INCLUDED IN UPDATED POLICY

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
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-06
VETERANS PREFERENCE

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

END OF REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING SCHEDULE - STS20-03
PARATRANSIT SERVICES ONLY; ACCESS AND OMNIGO BASE SERVICE

Description	BASE YEAR 1 FY2021	BASE YEAR 2 FY2022	BASE YEAR 3 FY2023	BASE YEARS TOTAL	OPTION ONE FY2024	OPTION TWO FY2025	Option Years Period 1 Total	OPTION THREE FY2026	OPTION FOUR FY2027	Option Years Period 2 Total	Seven Year Total
FIXED COSTS											
ADMINISTRATION											
Corporate Administrative Salaries				0.00			0.00			0.00	0.00
Corporate Management Salaries				0.00			0.00			0.00	0.00
General Manager Salary	164,903.85	169,026.44	173,252.10	507,182.39	177,583.41	182,022.99	359,606.40	186,573.57	191,237.91	377,811.47	1,244,600.26
Operations Managers' Salaries	255,673.08	262,064.90	268,616.53	786,354.51	275,331.94	282,215.24	557,547.18	289,270.62	296,502.38	585,773.00	1,929,674.69
Maintenance Manager Salary	113,076.92	116,469.23	119,963.31	349,509.46	123,562.21	127,269.07	250,831.28	131,087.15	135,019.76	266,106.91	866,447.65
Driver Trainers' Salaries	170,049.87	174,881.50	179,850.80	524,782.17	184,961.69	190,218.23	375,179.92	195,624.57	201,184.99	396,809.56	1,296,771.65
Dispatch Supervisor Salary	87,808.93	91,996.13	95,031.85	274,836.92	97,597.71	100,232.85	197,830.57	102,939.14	105,718.50	208,657.63	681,325.12
Field Supervisors' Wages	257,690.76	274,439.56	286,582.44	818,712.75	294,320.16	302,266.81	596,586.97	310,428.01	318,809.57	629,237.58	2,044,537.29
Scheduler/Optimizer Wages	122,009.56	128,290.36	132,843.94	383,143.87	136,430.73	140,114.36	276,545.09	143,897.45	147,782.68	291,680.13	951,369.09
Dispatchers' Wages	170,134.31	180,602.31	188,191.61	538,928.23	193,272.78	198,491.15	391,763.93	203,850.41	209,354.37	413,204.78	1,343,896.95
Clerical Wages	112,581.04	116,894.68	120,692.53	350,168.24	123,951.22	127,297.91	251,249.13	130,734.95	134,264.79	264,999.74	866,417.12
Dispatch Drug Testing	167.83	181.77	176.33	525.93	177.33	180.01	357.34	180.93	185.45	366.39	1,249.66
Supervisor Drug Testing	191.81	207.73	201.52	601.06	202.66	205.73	408.39	206.78	211.95	418.73	1,428.18
Employer's FICA (Salaries & Wages)*7.65%	116,191.82	121,034.81	125,054.15	362,280.77	128,408.99	131,854.13	260,263.12	135,391.99	139,025.08	274,417.07	896,960.96
State Unemployment Ins.	8,864.59	8,673.12	8,516.49	26,054.20	8,218.72	7,841.55	16,060.27	7,346.19	6,742.88	14,089.07	56,203.54
Workers' Comp	38,435.92	41,573.46	44,441.90	124,451.28	47,041.41	49,793.09	96,834.50	52,705.84	55,789.10	108,494.93	329,780.71
Health Benefits	195,572.09	205,182.16	215,323.06	616,077.31	226,087.83	237,390.78	463,478.62	249,258.82	261,720.19	510,979.00	1,590,534.93
Vacation	64,918.94	67,489.20	69,669.66	202,077.81	71,537.07	73,454.74	144,991.80	75,424.03	77,446.35	152,870.38	499,939.99
Uniforms	1,443.75	8,456.25	8,683.77	18,583.77	8,913.57	9,147.96	18,061.53	9,387.80	9,633.36	19,021.16	55,666.47
Retirement	15,012.00	15,501.07	15,947.33	46,460.39	16,359.80	16,782.98	33,142.78	17,217.13	17,662.54	34,879.67	114,482.85
Other Taxes (Business, etc)	38,133.08	37,830.12	41,325.77	117,288.97	43,946.24	47,908.64	91,854.88	50,452.57	53,583.42	104,035.99	313,179.84
Office Supplies	60,274.08	61,780.93	63,325.46	185,380.47	64,908.59	66,531.31	131,439.90	68,194.59	69,899.45	138,094.04	454,914.41
Classified Employment Advertising	9,365.00	9,599.13	9,850.04	28,814.17	10,104.92	10,365.38	20,470.30	10,632.08	10,905.25	21,537.33	70,821.80
Safety & Driver's Education	13,200.00	14,452.50	13,868.25	41,520.75	13,891.89	14,073.61	27,965.50	14,086.03	14,264.23	28,350.26	97,836.51
DriveCam Expense	45,092.40	46,052.76	47,037.13	138,182.29	48,046.11	49,080.31	97,126.42	43,462.37	44,548.93	88,011.29	323,320.00
Copy Machine & Printing	8,400.00	8,610.00	8,825.25	25,835.25	9,045.88	9,272.03	18,317.91	9,503.83	9,741.42	19,245.25	63,398.41
Repairs to Office Equipment				0.00			0.00			0.00	0.00
Telephones (Bus., FAX, Modem, Reservation)	7,204.55	7,384.66	7,569.28	22,158.49	7,758.51	7,952.48	15,710.99	8,151.29	8,355.07	16,506.36	54,375.84
Facilities Maintenance	25,316.28	25,949.19	26,597.92	77,863.38	27,262.86	27,944.44	55,207.30	28,643.05	29,359.12	58,002.17	191,072.85
Administrative Support	476,390.86	507,936.86	534,166.37	1,518,494.08	541,836.95	561,654.79	1,103,491.73	580,040.62	601,366.84	1,181,407.47	3,803,393.28
Fixed Fee/Profit	476,390.86	507,936.86	534,166.37	1,518,494.08	541,836.95	561,654.79	1,103,491.73	580,040.62	601,366.84	1,181,407.47	3,803,393.28
Interest				0.00			0.00			0.00	0.00
Office Capital	26,933.20	26,933.20	26,933.20	80,799.60	26,933.20	26,933.20	53,866.40	0.00	0.00	0.00	134,666.00
Vehicle Lease - Field Supervisor Vehicles	31,557.81	31,557.81	31,557.81	94,673.43	24,891.14	24,891.14	49,782.29	24,891.14	24,891.14	49,782.29	194,238.00
Insurance Non-Automobile	38,520.34	39,808.35	40,894.91	119,223.60	41,895.59	43,151.03	85,046.62	44,403.57	45,764.15	90,167.72	294,437.94
Insurance Automobile	568,886.37	588,991.21	605,150.29	1,763,027.86	619,556.62	638,678.90	1,258,235.52	657,618.21	678,478.82	1,336,097.03	4,357,360.41
Auto Expense/Travel & Meetings	206,108.89	206,183.89	206,260.76	618,553.54	3,230.67	3,311.44	6,542.11	3,394.22	3,479.08	6,873.30	631,968.95
TOTAL FIXED COSTS	3,926,500.77	4,103,972.14	4,250,568.12	12,281,041.03	4,139,105.37	4,270,183.06	8,409,288.42	4,365,039.55	4,504,295.63	8,869,335.17	29,559,664.63
RESERVATIONS AND MAINTENANCE COSTS											
RESERVATIONIST'S WAGES & BENEFITS											
Reservationists' Wages	280,845.66	299,868.06	313,659.30	894,373.01	322,128.10	330,825.56	652,953.65	339,757.85	348,931.31	688,689.15	2,236,015.82
Employer's FICA (Wages*7.65%)	22,094.59	23,591.11	24,676.09	70,361.80	25,342.35	26,026.59	51,368.94	26,729.31	27,451.00	54,180.31	175,911.05
State Unemployment Ins.	3,584.56	3,591.93	3,618.47	10,794.96	3,664.50	3,711.25	7,375.75	3,758.73	3,806.95	7,565.68	25,736.39
Workers' Comp	1,997.01	2,196.24	2,366.17	6,559.42	2,502.96	2,647.65	5,150.61	2,800.71	2,962.62	5,763.34	17,473.37
Health Benefits	37,276.99	39,343.00	41,427.63	118,047.63	43,466.76	45,606.96	89,073.72	47,853.27	50,210.98	98,064.25	305,185.60
Vacation	7,972.53	8,512.53	8,904.03	25,389.09	9,144.44	9,391.34	18,535.78	9,644.90	9,905.32	19,550.22	63,475.09
Uniforms				0.00			0.00			0.00	0.00
Subtotal Reservationist's' Wages & Benefits	353,771.34	377,102.88	394,651.69	1,125,525.91	406,249.10	418,209.35	824,458.45	430,544.78	443,268.18	873,812.96	2,823,797.32

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ATTACHMENT C - PRICING SCHEDULE - STS20-03

PARATRANSIT SERVICES ONLY; ACCESS AND OMNIGO BASE SERVICE

Description	BASE YEAR 1 FY2021	BASE YEAR 2 FY2022	BASE YEAR 3 FY2023	BASE YEARS TOTAL	OPTION ONE	OPTION TWO	Option Years Period 1 Total	OPTION THREE	OPTION FOUR	Option Years Period 2 Total	Seven Year Total
					FY2024	FY2025		FY2026	FY2027		
MAINTENANCE											
Salaries (Excluding Maintenance Manager)	745,719.27	794,775.89	830,960.82	2,371,455.97	853,396.76	876,438.47	1,729,835.23	900,102.31	924,405.07	1,824,507.38	5,925,798.59
Maintenance Drug Testing	191.81	207.73	201.52	601.06	202.66	205.73	408.39	206.78	211.95	418.73	1,428.18
Employer's FICA (Wages*7.65%)	59,074.78	62,958.05	65,823.21	187,856.04	67,600.43	69,425.65	137,026.08	71,300.14	73,225.24	144,525.38	469,407.50
State Unemployment Ins.	5,520.11	5,480.57	5,487.42	16,488.10	5,543.73	5,600.63	11,144.35	5,658.11	5,716.18	11,374.29	39,006.75
Workers' Comp	65,406.98	71,797.69	77,317.08	214,521.75	81,786.78	86,514.88	168,301.66	91,516.30	96,806.86	188,323.16	571,146.58
Health Benefits	89,563.36	94,104.53	98,798.98	282,466.87	103,652.89	108,747.15	212,400.04	114,093.72	119,705.16	233,798.88	728,665.79
Vacation	26,500.06	28,205.19	29,473.26	84,178.51	30,269.04	31,086.30	61,355.34	31,925.63	32,787.62	64,713.26	210,247.11
Uniforms	10,400.00	10,660.00	10,926.50	31,986.50	11,199.66	11,479.65	22,679.32	11,766.65	12,060.81	23,827.46	78,493.27
Actual Cost of Parts & Supplies	426,860.24	426,104.10	470,706.75	1,323,671.10	505,331.80	556,260.32	1,061,592.12	592,531.83	632,296.01	1,224,827.83	3,610,091.05
Vehicle Washing & Cleaning Supplies	18,823.36	19,277.23	19,700.22	57,800.82	20,011.03	20,521.15	40,532.18	20,954.61	21,455.99	42,410.60	140,743.60
Tires	52,882.47	53,211.92	53,052.88	159,147.28	52,669.78	52,722.93	105,392.72	52,701.63	52,807.52	105,509.16	370,049.15
Oil	10,576.49	10,642.38	10,610.58	31,829.46	10,533.96	10,544.59	21,078.54	10,540.33	10,561.50	21,101.83	74,009.83
Brake Fluid	2,115.30	2,128.48	2,122.12	6,365.89	2,106.79	2,108.92	4,215.71	2,108.07	2,112.30	4,220.37	14,801.97
Transmission Fluid	6,345.90	6,385.43	6,366.35	19,097.67	6,320.37	6,326.75	12,647.13	6,324.20	6,336.90	12,661.10	44,405.90
Lubricant Grease	2,115.30	2,128.48	2,122.12	6,365.89	2,106.79	2,108.92	4,215.71	2,108.07	2,112.30	4,220.37	14,801.97
Hazardous Waste Disposal	7,950.00	8,109.00	8,268.00	24,327.00	8,427.00	8,586.00	17,013.00	8,745.00	8,904.00	17,649.00	58,989.00
Outside Maintenance	19,931.22	19,753.01	21,809.28	61,493.51	23,350.73	25,681.55	49,032.28	27,177.98	29,019.66	56,197.64	166,723.43
Shop Capital	49,964.86	49,964.86	47,664.86	147,594.57	47,664.86	47,664.86	95,329.71	47,664.86	47,664.86	95,329.71	338,254.00
GPPV Certificates	300.00	300.00	300.00	900.00	300.00	300.00	600.00	300.00	300.00	600.00	2,100.00
Subtotal Maintenance	1,600,241.50	1,666,194.54	1,761,711.95	5,028,147.99	1,832,475.08	1,922,324.44	3,754,799.52	1,997,726.21	2,078,489.94	4,076,216.14	12,859,163.65
TOTAL RESERVATIONS & MAINTENANCE COS	1,954,012.84	2,043,297.42	2,156,363.63	6,153,673.90	2,238,724.18	2,340,533.79	4,579,257.97	2,428,270.99	2,521,758.11	4,950,029.10	15,682,960.97
VEHICLE OPERATOR COSTS											
ACCESS DRIVERS' WAGES & BENEFITS											
Access Drivers' Wages	3,570,743.12	3,844,414.50	4,062,977.44	11,478,135.07	4,159,859.27	4,292,381.29	8,452,240.56	4,430,288.29	4,582,865.39	9,013,153.68	28,943,529.31
Access Driver Drug Testing	3,032.33	3,285.96	3,186.62	9,504.91	3,201.23	3,251.32	6,452.55	3,267.90	3,350.70	6,618.59	22,576.05
Employer's FICA (Wages*7.65%)	300,584.05	323,810.17	343,403.18	967,797.40	352,487.25	364,327.12	716,814.37	376,626.13	390,172.86	766,798.99	2,451,410.75
State Unemployment Ins.	54,671.72	55,486.09	56,399.91	166,557.72	57,258.20	58,212.15	115,470.35	59,150.34	60,122.49	119,272.83	401,300.91
Workers' Comp	291,270.60	323,672.81	353,908.71	968,852.11	374,195.34	398,455.98	772,651.32	424,365.87	452,948.74	877,314.61	2,618,818.04
Health Benefits	666,887.26	699,558.22	734,355.31	2,100,800.79	769,310.00	807,250.07	1,576,560.07	846,648.52	888,303.35	1,734,951.87	5,412,312.73
Vacation	358,460.14	388,398.19	425,952.96	1,172,811.28	447,817.22	470,064.66	917,881.88	492,929.09	517,433.39	1,010,362.48	3,101,055.64
Uniforms	12,172.98	71,339.91	73,235.10	156,747.99	75,092.70	77,105.68	152,198.38	79,127.22	81,223.74	160,350.95	469,297.31
DMV Pull Notice Program	1,044.93	7,395.48	7,598.99	16,039.40	7,798.66	8,014.59	15,813.24	8,231.57	8,456.52	16,688.09	48,540.73
Subtotal Access Drivers' Costs	5,258,867.13	5,717,361.33	6,061,018.20	17,037,246.66	6,247,019.87	6,479,062.86	12,726,082.73	6,720,634.92	6,984,877.17	13,705,512.09	43,468,841.48
OMNIGO DRIVERS' WAGES & BENEFITS											
OmniGo Drivers' Wages	523,091.21	560,649.60	594,066.58	1,677,807.39	613,338.72	630,428.70	1,243,767.42	650,683.32	671,360.70	1,322,044.02	4,243,618.83
OmniGo Driver Drug Testing	444.22	479.21	465.93	1,389.35	472.00	477.53	949.52	479.96	490.86	970.82	3,309.69
Employer's FICA (Wages*7.65%)	44,033.66	47,222.81	50,210.55	141,467.02	51,971.49	53,509.29	105,480.78	55,315.66	57,157.85	112,473.51	359,421.31
State Unemployment Ins.	8,009.06	8,091.81	8,246.49	24,347.36	8,442.27	8,549.71	16,991.98	8,687.50	8,807.56	17,495.07	58,834.41
Workers' Comp	42,669.29	47,202.77	51,746.62	141,618.68	55,172.18	58,521.85	113,694.03	62,327.27	66,354.12	128,681.39	383,994.10
Health Benefits	97,694.75	102,019.97	107,373.46	307,088.18	113,428.74	118,562.07	231,990.81	124,348.58	130,130.80	254,479.39	793,558.38
Vacation	52,512.14	56,641.99	62,280.54	171,434.66	66,027.15	69,039.13	135,066.27	72,397.26	75,800.71	148,197.97	454,698.90
Uniforms	1,783.27	10,403.84	10,708.04	22,895.15	11,071.83	11,324.63	22,396.46	11,621.54	11,898.76	23,520.30	68,811.91
DMV Pull Notice Program	153.07	1,078.52	1,111.08	2,342.68	1,149.85	1,177.12	2,326.97	1,208.98	1,238.83	2,447.81	7,117.45
Subtotal OmniGo Drivers' Costs	770,390.67	833,790.51	886,209.29	2,490,390.47	921,074.22	951,590.02	1,872,664.24	987,070.08	1,023,240.19	2,010,310.27	6,373,364.98

ATTACHMENT C - PRICING SCHEDULE - STS20-03
PARATRANSIT SERVICES ONLY; ACCESS AND OMNIGO BASE SERVICE

R O W N O	Description	BASE YEAR 1	BASE YEAR 2	BASE YEAR 3	BASE YEARS	OPTION ONE	OPTION TWO	Option Years Period 1 Total	OPTION THREE	OPTION FOUR	Option Years Period 2 Total	Seven Year Total
		FY2021	FY2022	FY2023	TOTAL	FY2024	FY2025		FY2026	FY2027		
94	RECAP OF COSTS											
95	Subtotal Reservation & Maintenance Costs	1,954,012.84	2,043,297.42	2,156,363.63	6,153,673.90	2,238,724.18	2,340,533.79	4,579,257.97	2,428,270.99	2,521,758.11	4,950,029.10	15,682,960.97
96	Subtotal Access Drivers' Costs	5,258,867.13	5,717,361.33	6,061,018.20	17,037,246.66	6,247,019.87	6,479,062.86	12,726,082.73	6,720,634.92	6,984,877.17	13,705,512.09	43,468,841.48
97	Subtotal OmniGo Drivers' Costs	770,390.67	833,790.51	886,209.29	2,490,390.47	921,074.22	951,590.02	1,872,664.24	987,070.08	1,023,240.19	2,010,310.27	6,373,364.98
98	TOTAL VARIABLE COSTS	7,983,270.64	8,594,449.26	9,103,591.12	25,681,311.03	9,406,818.27	9,771,186.67	19,178,004.94	10,135,975.99	10,529,875.48	20,665,851.47	65,525,167.43
99	REVENUE VEHICLE HOURS											
100	ACCESS											
101	Access Revenue Vehicle Hours	158,231	159,076	158,775	476,082	157,535	157,818	315,353.00	157,818	158,231	316,049.00	1,107,484
102	OMNIGO											
103	OmniGo Revenue Vehicle Hours	26,859	26,881	26,900	80,640	26,914	26,858	53,772.00	26,858	26,859	53,717	188,129
104	RECAP OF REVENUE VEHICLE HOURS											
105	Access Revenue Vehicle Hours	158,231	159,076	158,775	476,082	157,535	157,818	315,353.00	157,818	158,231	316,049	1,107,484
106	OmniGo Vehicle Revenue hours	26,859	26,881	26,900	80,640	26,914	26,858	53,772.00	26,858	26,859	53,717	188,129
107	Total Revenue Vehicle Hours	185,090	185,957	185,675	556,722	184,449	184,676	369,125	184,676	185,090	369,766	1,295,613
108	RECAP OF VARIABLE RATES											
109	Total Reservation & Maintenance Costs	1,954,012.84	2,043,297.42	2,156,363.63	6,153,673.90	2,238,724.18	2,340,533.79	4,579,257.97	2,428,270.99	2,521,758.11	4,950,029.10	15,682,960.97
110	TOTAL REVENUE VEHICLE HOURS	185,090.00	185,957.00	185,675.00	556,722.00	184,449.00	184,676.00	369,125.00	184,676.00	185,090.00	369,766.00	1,295,613.00
111	Reservations & Maintenance/REVENUE HOUR	10.56	10.99	11.61		12.14	12.67		13.15	13.62		
112												
113	Total Access Driver Costs	5,258,867.13	5,717,361.33	6,061,018.20	17,037,246.66	6,247,019.87	6,479,062.86	12,726,082.73	6,720,634.92	6,984,877.17	13,705,512.09	43,468,841.48
114	Total Access Revenue Hours	158,231	159,076	158,775	476,082.00	157,535	157,818	315,353.00	157,818.00	158,231.00	316,049.00	1,107,484.00
115	Access DriverCosts/Access Revenue Hour	33.24	35.94	38.17		39.65	41.05		42.58	44.14		
116												
117	Total OmniGo Driver Costs	770,390.67	833,790.51	886,209.29	2,490,390.47	921,074.22	951,590.02	1,872,664.24	987,070.08	1,023,240.19	2,010,310.27	6,373,364.98
118	Total OmniGo Revenue Hours	26,859	26,881	26,900	80,640.00	26,914	26,858	53,772.00	26,858	26,859	53,717.00	188,129
119	OmniGo Driver Costs/OmniGo Revenue Hour	28.68	31.02	32.94		34.22	35.43		36.75	38.10		
120	PROPOSED TOTAL COSTS (less incentives)											
121	TOTAL FIXED+VARIABLE COSTS	11,909,771.41	12,698,421.41	13,354,159.25	37,962,352.06	13,545,923.64	14,041,369.72	27,587,293.36	14,501,015.53	15,034,171.11	29,535,186.64	95,084,832.06

ATTACHMENT C - PRICING SCHEDULE - STS20-03

OPTIONAL EXTENDED OMNIGO SERVICE

Description	BASE YEAR 1	BASE YEAR 2	BASE YEAR 3	BASE YEARS	OPTION ONE	OPTION TWO	Option Years Period 1 Total	OPTION THREE	OPTION FOUR	Option Years Period 2 Total	Seven Year Total
	FY2021	FY2022	FY2023	TOTAL	FY2024	FY2025		FY2026	FY2027		
EXTENDED OMNIGO FIXED COSTS											
EXTENDED OMNIGO ADMINISTRATION											
Corporate Administrative Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Corporate Management Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Manager Salary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operations Managers' Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance Manager Salary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Driver Trainers' Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dispatch Supervisor Salary	46,643.11	47,902.47	49,195.84	143,741.41	50,524.12	51,888.27	102,412.40	53,289.26	54,728.07	108,017.33	354,171.13
Field Supervisors' Wages	31,267.92	33,361.52	34,879.38	99,508.81	35,821.12	36,788.29	72,609.41	37,781.57	38,801.68	76,583.25	248,701.47
Scheduler/Optimizer Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dispatchers' Wages	32,450.80	34,544.40	36,062.26	103,057.46	37,035.94	38,035.91	75,071.85	39,062.88	40,117.58	79,180.46	257,309.77
Clerical Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dispatcher Drug Testing	70.69	46.54	52.16	169.39	51.20	52.30	103.50	55.20	50.48	105.68	378.57
Supervisor Drug Testing	46.71	20.57	26.97	94.25	25.87	26.58	52.45	29.36	23.99	53.34	200.05
Employer's FICA (Salaries & Wages)*7.65%	8,765.29	9,197.87	9,541.70	27,504.86	9,799.33	10,063.91	19,863.24	10,335.64	10,614.70	20,950.33	68,318.43
State Unemployment Ins.	1,134.55	1,139.86	1,149.47	3,423.88	1,163.29	1,177.30	2,340.58	1,191.51	1,205.92	2,397.43	8,161.90
Workers' Comp	3,049.11	3,336.51	3,585.80	9,971.42	3,793.09	4,012.37	7,805.47	4,244.33	4,489.69	8,734.02	26,510.91
Health Benefits	18,683.21	19,613.44	20,589.56	58,886.22	21,613.86	22,689.24	44,303.10	23,818.23	25,003.53	48,821.76	152,011.08
Vacation	4,217.11	4,425.23	4,590.66	13,233.00	4,714.60	4,841.90	9,556.50	4,972.63	5,106.89	10,079.52	32,869.02
Uniforms	750.30	1,691.25	1,740.71	4,182.27	1,788.24	1,836.11	3,624.36	1,884.95	1,934.97	3,819.92	11,626.54
Retirement	284.87	303.59	317.16	905.63	325.73	334.52	660.25	343.55	352.83	696.38	2,262.26
Other Taxes (Business, etc)	5,362.29	5,099.69	5,709.58	16,171.56	6,309.84	6,838.95	13,148.79	7,239.46	7,579.30	14,818.76	44,139.11
Office Supplies	1,078.56	1,105.52	1,133.16	3,317.25	1,161.49	1,190.53	2,352.02	1,220.29	1,250.80	2,471.09	8,140.36
Classified Employment Advertising	980.00	1,004.50	1,033.91	3,018.41	1,062.07	1,090.40	2,152.47	1,119.31	1,148.91	2,268.22	7,439.10
Safety & Driver's Education	3,450.00	1,230.00	1,733.53	6,413.53	1,615.34	1,655.72	3,271.06	1,697.11	1,391.63	3,088.74	12,773.33
DriveCam Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Copy Machine & Printing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Repairs to Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telephones (Bus., FAX, Modem, Reservation)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Maintenance	776.16	795.56	815.45	2,387.18	835.84	856.74	1,692.57	878.15	900.11	1,778.26	5,858.01
Administrative Support	65,749.71	67,585.25	72,116.20	205,451.16	75,478.20	77,544.03	153,022.23	80,317.07	82,173.46	162,490.53	520,963.92
Fixed Fee/Profit	65,749.71	67,585.25	72,116.20	205,451.16	75,478.20	77,544.03	153,022.23	80,317.07	82,173.46	162,490.53	520,963.92
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Office Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vehicle Lease - Field Supervisor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Non-Automobile	3,943.86	3,922.38	4,084.50	11,950.75	4,311.06	4,380.36	8,691.42	4,511.21	4,565.09	9,076.29	29,718.46
Insurance Automobile	74,933.37	74,525.24	77,605.59	227,064.20	81,910.20	83,226.85	165,137.05	85,712.91	86,736.63	172,449.55	564,650.80
Auto Expense/Travel & Meetings	15,769.09	15,769.09	15,769.09	47,307.28	0.00	0.00	0.00	0.00	0.00	0.00	47,307.28
TOTAL FIXED COSTS	385,156.44	394,205.75	413,848.88	1,193,211.07	414,818.65	426,074.31	840,892.96	440,021.69	450,349.71	890,371.39	2,924,475.42

ATTACHMENT C - PRICING SCHEDULE - STS20-03

OPTIONAL EXTENDED OMNIGO SERVICE

Description	BASE YEAR 1	BASE YEAR 2	BASE YEAR 3	BASE YEARS	OPTION ONE	OPTION TWO	Option Years Period 1 Total	OPTION THREE	OPTION FOUR	Option Years Period 2 Total	Seven Year Total
	FY2021	FY2022	FY2023	TOTAL	FY2024	FY2025		FY2026	FY2027		
EXTENDED OMNIGO MAINTENANCE COSTS											
EXTENDED OMNIGO MAINTENANCE											
Salaries (Excluding Maintenance Manager)	160,334.64	168,860.41	175,590.57	504,785.61	180,331.52	185,200.47	365,531.98	190,200.88	195,336.30	385,537.18	1,255,854.78
Maintenance Drug Testing	73.22	45.94	52.35	171.51	51.26	52.39	103.66	55.59	50.20	105.79	380.96
Employer's FICA (Wages*7.65%)	12,802.14	13,479.11	14,014.42	40,295.68	14,392.81	14,781.42	29,174.23	15,180.52	15,590.39	30,770.91	100,240.83
State Unemployment Ins.	960.71	955.50	956.87	2,873.08	965.48	974.15	1,939.63	982.88	991.66	1,974.54	6,787.25
Workers' Comp	14,174.40	15,371.65	16,461.59	46,007.64	17,413.23	18,419.89	35,833.12	19,484.74	20,611.16	40,095.90	121,936.66
Health Benefits	22,530.56	23,660.66	24,836.59	71,027.82	26,060.10	27,344.29	53,404.40	28,692.18	30,106.93	58,799.11	183,231.32
Vacation	7,013.65	7,337.15	7,604.52	21,955.32	7,809.84	8,020.71	15,830.55	8,237.27	8,459.67	16,696.94	54,482.81
Uniforms	1,950.00	1,998.75	2,048.72	5,997.47	2,099.94	2,152.44	4,252.37	2,206.25	2,261.40	4,467.65	14,717.49
Actual Cost of Parts & Supplies	49,901.19	47,287.77	54,169.17	151,358.13	60,782.09	67,017.95	127,800.04	71,620.14	75,726.05	147,346.18	426,504.35
Vehicle Washing & Cleaning Supplies	2,978.96	2,927.56	3,033.79	8,940.31	3,180.82	3,214.56	6,395.37	3,283.37	3,296.37	6,579.74	21,915.43
Tires	8,369.12	8,081.10	8,170.01	24,620.23	8,372.03	8,258.84	16,630.86	8,257.80	8,113.04	16,370.84	57,621.93
Oil	1,673.82	1,616.22	1,634.00	4,924.05	1,674.41	1,651.77	3,326.17	1,651.56	1,622.61	3,274.17	11,524.39
Brake Fluid	334.76	323.24	326.80	984.81	334.88	330.35	665.23	330.31	324.52	654.83	2,304.88
Transmission Fluid	1,004.29	969.73	980.40	2,954.43	1,004.64	991.06	1,995.70	990.94	973.56	1,964.50	6,914.63
Lubricant Grease	334.76	323.24	326.80	984.81	334.88	330.35	665.23	330.31	324.52	654.83	2,304.88
Hazardous Waste Disposal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Outside Maintenance	3,154.29	2,999.82	3,358.58	9,512.68	3,711.67	4,022.91	7,734.58	4,258.51	4,458.41	8,716.92	25,964.18
Shop Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GPPV Certificates	60.00	60.00	60.00	180.00	60.00	60.00	120.00	60.00	60.00	120.00	420.00
Subtotal Maintenance	287,650.52	296,297.86	313,625.19	897,573.58	328,579.60	342,823.54	671,403.14	355,823.24	368,306.80	724,130.04	2,293,106.75
EXTENDED OMNIGO VEHICLE OPERATOR COSTS											
OMNIGO DRIVERS' WAGES & BENEFITS											
OmniGo Drivers' Wages	696,936.13	702,784.62	757,890.77	2,157,611.53	800,643.17	812,199.57	1,612,842.74	836,862.16	845,623.12	1,682,485.28	5,452,939.55
OmniGo Driver Drug Testing	949.38	471.20	587.15	2,007.73	567.33	581.79	1,149.12	633.73	536.35	1,170.09	4,326.94
Employer's FICA (Wages*7.65%)	56,463.67	57,453.25	61,928.09	175,845.01	65,852.39	66,987.42	132,839.81	69,152.47	70,065.32	139,217.80	447,902.61
State Unemployment Ins.	9,510.19	9,646.30	9,845.73	29,002.22	10,020.31	10,190.43	20,210.75	10,361.49	10,535.19	20,896.69	70,109.65
Workers' Comp	54,840.10	57,463.13	63,887.57	176,190.80	70,043.56	73,373.52	143,417.08	78,032.09	81,408.89	159,440.98	479,048.86
Health Benefits	104,050.14	109,357.46	115,540.14	328,947.74	121,742.56	128,010.04	249,752.60	134,641.36	141,531.74	276,173.10	854,873.44
Vacation	41,151.00	48,238.25	51,626.75	141,016.00	60,172.38	63,452.93	123,625.31	67,091.75	70,263.46	137,355.22	401,996.52
Uniforms	6,399.70	12,402.50	12,772.92	31,575.11	13,124.54	13,477.52	26,602.06	13,837.34	14,205.87	28,043.21	86,220.38
DMV Pull Notice Program	635.50	1,310.94	1,351.78	3,298.22	1,390.61	1,429.60	2,820.21	1,469.35	1,510.06	2,979.41	9,097.84
Subtotal OmniGo Drivers' Costs	970,935.81	999,127.65	1,075,430.90	3,045,494.35	1,143,556.86	1,169,702.81	2,313,259.67	1,212,081.74	1,235,680.02	2,447,761.77	7,806,515.79

OPTIONAL EXTENDED OMNIGO SERVICE

Description	BASE YEAR 1 FY2021	BASE YEAR 2 FY2022	BASE YEAR 3 FY2023	BASE YEARS TOTAL	OPTION ONE FY2024	OPTION TWO FY2025	Option Years Period 1 Total	OPTION THREE FY2026	OPTION FOUR FY2027	Option Years Period 2 Total	Seven Year Total
RECAP OF EXTENDED OMNIGO COSTS											
Subtotal Maintenance Costs	287,650.52	296,297.86	313,625.19	897,573.58	328,579.60	342,823.54	671,403.14	355,823.24	368,306.80	724,130.04	2,293,106.75
Subtotal OmniGo Drivers' Costs	970,935.81	999,127.65	1,075,430.90	3,045,494.35	1,143,556.86	1,169,702.81	2,313,259.67	1,212,081.74	1,235,680.02	2,447,761.77	7,806,515.79
TOTAL VARIABLE COSTS	1,258,586.33	1,295,425.51	1,389,056.09	3,943,067.93	1,472,136.46	1,512,526.35	2,984,662.81	1,567,904.98	1,603,986.82	3,171,891.80	10,099,622.54
EXTENDED OMNIGO REVENUE VEHICLE HOURS (NOTE: maximum hours if all options implemented)											
OMNIGO											
OmniGo Revenue Vehicle Hours	30,100	29,715	29,926	89,741	30,712	30,299	61,011.00	30,299	30,100	60,399	211,151
RECAP OF VARIABLE RATES											
Total Maintenance Costs	287,650.52	296,297.86	313,625.19	897,573.58	328,579.60	342,823.54	671,403.14	355,823.24	368,306.80	724,130.04	2,293,106.75
TOTAL Revenue Vehicle Hours	30,100	29,715	29,926	89,741	30,712	30,299	61,011	30,299	30,100	60,399	211,151
Maintenance Costs/Revenue Hour	9.56	9.97	10.48		10.70	11.31		11.74	12.24		
Total OmniGo Driver Costs	970,935.81	999,127.65	1,075,430.90	3,045,494.35	1,143,556.86	1,169,702.81	2,313,259.67	1,212,081.74	1,235,680.02	2,447,761.77	7,806,515.79
Total OmniGo Revenue Hours	30,100	29,715	29,926	89,741	30,712	30,299	61,011	30,299	30,100	60,399	211,151
OmniGo Driver Costs/OmniGo Revenue Hour	32.26	33.62	35.94		37.23	38.61		40.00	41.05		
PROPOSED EXTENDED OMNIGO TOTAL COSTS (less incentives)											
TOTAL FIXED+VARIABLE COSTS	1,643,742.77	1,689,631.25	1,802,904.97	5,136,278.99	1,886,955.11	1,938,600.66	3,825,555.77	2,007,926.67	2,054,336.53	4,062,263.19	13,024,097.96

ATTACHMENT C- Start-Up/Transition Cost Summary

	Total Cost	Year 1	Year 2	Year 3
Employee Wages	\$232,654	\$ 77,551	\$ 77,551	\$ 77,551
Employee Benefits	\$45,045	\$ 15,015	\$ 15,015	\$ 15,015
Employee Uniforms	\$ 99,500	\$ 33,167	\$ 33,167	\$ 33,167
Employee Background Checks	\$ 13,600	\$ 4,533	\$ 4,533	\$ 4,533
Employee Physicals/Drug Test	\$ 16,480	\$ 5,493	\$ 5,493	\$ 5,493
Start-Up Transition Team	\$ 130,823	\$ 43,608	\$ 43,608	\$ 43,608
Recruiting	\$22,201	\$ 7,400	\$ 7,400	\$ 7,400
Supplies/Services	\$9,024	\$ 3,008	\$ 3,008	\$ 3,008
Technology	\$20,000	\$ 6,667	\$ 6,667	\$ 6,667
Relocation	\$ 20,000	\$ 6,667	\$ 6,667	\$ 6,667
Total*	\$ 609,327	\$ 203,109	\$ 203,109	\$ 203,109

*Costs contained in Access/OmniGo Base Costs line 36 AutoExpense/Travel & Meeting

ATTACHMENT C - PRICING SCHEDULE - STS20-03
MICROTRANSIT BASE COST PER SERVICE AREA

R O W N O	Description	Pilot YEAR 1 FY2021	Pilot YEAR 2 FY2022	Pilot YEARS TOTAL	OPTION ONE FY2023	OPTION TWO FY2024	OPTION THREE FY2025	OPTION FOUR FY2026	OPTION FIVE FY2027	Option Years Total	Seven Year Total
	FIXED COSTS										
	ADMINISTRATION										
0	Corporate Administrative Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1	Operations Manager Salary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Dispatcher Wages	8,780.89	9,199.61	17,980.51	9,503.19	9,759.77	10,023.29	10,293.91	10,571.85	50,152.01	68,132.51
3	Dispatch Drug Testing	9.94	6.70	16.64	6.88	7.06	7.24	7.42	3.68	32.27	48.91
4	Supervisor Drug Testing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Clerical/Reservationist Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	Employer's FICA (Salaries & Wages)*7.65%	697.41	730.66	1,428.07	754.77	775.15	796.08	817.58	839.65	3,983.23	5,411.30
7	State Unemployment Ins.	70.77	70.93	141.70	71.52	72.30	73.10	73.90	74.71	365.53	507.23
8	Workers' Comp	63.03	68.02	131.06	72.37	76.56	80.98	85.67	90.62	406.20	537.26
9	Health Benefits	996.89	916.28	1,913.17	938.36	960.53	983.14	930.69	954.42	4,767.14	6,680.31
10	Vacation	335.53	351.53	687.07	363.13	372.94	383.01	393.35	403.97	1,916.39	2,603.46
11	Retirement	39.26	41.13	80.39	42.49	43.63	44.81	46.02	47.26	224.22	304.60
12	Other Taxes (Business, etc)	454.32	464.17	918.49	539.43	615.85	756.38	868.79	942.47	3,722.93	4,641.43
13	Office Supplies	411.17	421.45	832.63	431.99	442.79	453.86	465.21	476.84	2,270.68	3,103.31
14	Telephones (Bus., FAX, Modem, Reservation)	1,200.00	1,230.00	2,430.00	1,260.75	1,292.27	1,324.58	1,357.69	1,391.63	6,626.92	9,056.92
15	Facility Lease	67.91	69.61	137.53	71.35	73.14	74.96	76.84	78.76	375.05	512.58
16	Technology (break out detail on separate sheet)			0.00						0.00	0.00
17	Fixed Fee/Profit	5,468.66	4,051.25	9,519.91	4,161.82	4,116.22	4,232.15	4,341.72	4,456.84	21,308.75	30,828.65
18	Insurance Non-Automobile	499.16	506.00	1,005.15	522.64	537.86	553.90	570.47	586.98	2,771.86	3,777.01
19	Auto Expense/Travel & Meetings	1,763.26	1,763.26	3,526.52	1,763.26	0.00	0.00	0.00	0.00	1,763.26	5,289.78
20	Ride-Co Set Up & Monthly Expense	47,500.00	30,750.00	78,250.00	31,518.75	32,306.72	33,114.39	33,942.25	34,790.80	165,672.90	243,922.90
21				0.00						0.00	0.00
22				0.00						0.00	0.00
23				0.00						0.00	0.00
24				0.00						0.00	0.00
25	TOTAL FIXED COSTS	68,358.21	50,640.61	118,998.82	52,022.70	51,452.80	52,901.86	54,271.50	55,710.48	266,359.34	385,358.16
26	VEHICLE COSTS										
27	Vehicle Lease	12,943.28	12,979.28	25,922.56	13,016.36	13,054.55	13,093.89	12,901.13	12,942.86	65,008.79	90,931.34
28	Insurance Automobile	10,563.97	10,726.34	21,290.31	11,075.85	11,399.54	11,739.72	12,090.93	12,442.29	58,748.32	80,038.63
29	Outside Maintenance Labor	14,493.05	15,589.54	30,082.59	16,394.43	16,873.39	17,367.46	17,877.19	18,401.03	86,913.50	116,996.09
30	Actual Cost of Parts & Supplies	5,646.61	5,768.64	11,415.25	6,680.61	7,606.53	9,306.43	10,666.96	11,559.78	45,820.32	57,235.57
31	Vehicle Washing & Cleaning Costs	369.11	370.83	739.94	381.44	390.80	402.66	413.55	422.72	2,011.18	2,751.12
32	Fuel Costs	38,268.95	39,799.71	78,068.67	41,391.70	43,047.37	44,769.26	46,560.03	48,422.44	224,190.81	302,259.47
	Ride Co Hourly Expense	6,666.24	6,832.90	13,499.14	7,003.72	7,178.81	7,358.28	7,542.24	7,730.79	36,813.84	50,312.98
34	Fixed Fee/Profit on Vehicle Costs	7,734.89	8,005.85	15,740.74	8,342.97	8,656.61	9,046.76	9,395.83	9,732.34	45,174.50	60,915.24
35	TOTAL VEHICLE COSTS	96,686.11	100,073.09	196,759.20	104,287.07	108,207.59	113,084.46	117,447.87	121,654.25	564,681.25	761,440.45
36	DRIVERS' WAGES & BENEFITS										
37	Drivers' Wages	81,211.88	83,218.32	164,430.19	89,320.91	92,122.84	95,022.35	98,250.85	101,271.99	475,988.93	640,419.12
38	Driver Drug Testing	97.71	66.50	164.20	68.20	69.92	71.67	73.48	37.29	320.56	484.77
39	Employer's FICA (Wages*7.65%)	6,498.90	6,701.68	13,200.57	7,192.09	7,465.87	7,710.50	7,982.78	8,235.96	38,587.19	51,787.77
40	State Unemployment Ins.	864.56	876.94	1,741.50	895.07	910.94	926.40	941.95	957.74	4,632.11	6,373.60
41	Workers' Comp	6,350.16	6,745.66	13,095.82	7,463.98	7,982.71	8,492.95	9,058.54	9,627.51	42,625.69	55,721.51
42	Health Benefits	9,544.79	10,036.51	19,581.30	10,606.16	11,166.52	11,747.90	12,358.19	12,999.02	58,877.79	78,459.09
43	Vacation	3,741.00	4,385.30	8,126.30	4,693.34	5,470.22	5,768.45	6,099.25	6,387.59	28,418.84	36,545.14
44	Uniforms	598.74	1,127.50	1,726.24	1,161.26	1,193.29	1,225.43	1,258.20	1,291.76	6,129.94	7,856.18
45	DMV Pull Notice Program	59.20	115.64	174.84	119.26	122.68	126.12	129.63	133.22	630.91	805.76
46	Fixed Fee/Profit on Driver Costs	9,475.39	9,849.92	19,325.30	10,566.98	11,000.43	11,399.28	11,839.38	12,255.83	57,061.91	76,387.21
47				0.00						0.00	0.00
48				0.00						0.00	0.00
49				0.00						0.00	0.00

ATTACHMENT C - PRICING SCHEDULE - STS20-03
MICROTRANSIT BASE COST PER SERVICE AREA

Description	Pilot YEAR 1 FY2021	Pilot YEAR 2 FY2022	Pilot YEARS TOTAL	OPTION ONE	OPTION TWO	OPTION THREE	OPTION FOUR	OPTION FIVE	Option Years Total	Seven Year Total
				FY2023	FY2024	FY2025	FY2026	FY2027		
TOTAL DRIVER COSTS	118,442.32	123,123.95	241,566.28	132,087.24	137,505.41	142,491.05	147,992.26	153,197.91	713,273.87	954,840.15
RECAP OF VARIABLE COSTS										
VEHICLE COSTS	96,686.11	100,073.09	196,759.20	104,287.07	108,207.59	113,084.46	117,447.87	121,654.25	564,681.25	761,440.45
DRIVER COSTS	118,442.32	123,123.95	241,566.28	132,087.24	137,505.41	142,491.05	147,992.26	153,197.91	713,273.87	954,840.15
TOTAL VARIABLE COSTS	215,128.43	223,197.04	438,325.47	236,374.32	245,713.00	255,575.52	265,440.13	274,852.16	1,277,955.13	1,716,280.60
BASE REVENUE VEHICLE HOURS										
MicroTransit Revenue Vehicle Hours (estimate per area implemented)										
MicroTransit Revenue Vehicle Hours (estimate per area implemented)	3,584	3,584	7,168	3,584	3,584	3,584	3,584	3,584	17,920.00	25,088.00
Total Variable Costs	215,128.43	223,197.04	438,325.47	236,374.32	245,713.00	255,575.52	265,440.13	274,852.16	1,277,955.13	1,716,281
Total Revenue Hours	3,584	3,584	7,168	3,584	3,584	3,584	3,584	3,584	17,920	25,088
Driver Costs/Revenue Hours	60.02	62.28		65.95	68.56	71.31	74.06	76.69		
PROPOSED TOTAL COSTS (less incentives)										
TOTAL FIXED+VARIABLE COSTS	283,486.64	273,837.66	557,324.29	288,397.02	297,165.80	308,477.38	319,711.63	330,562.64	1,544,314.47	2,101,638.76
ESTIMATED DEADHEAD COST PER MILE										
Est Deadhead Cost Per Mile	3.12	3.24		3.43	3.57	3.71	3.85	3.99		

ATTACHMENT C - PRICING SCHEDULE - STS20-03

MICROTRANSIT Incremental cost per additional vehicle added to a service area

Description	Pilot YEAR 1 FY2021	Pilot YEAR 2 FY2022	Pilot YEARS TOTAL	OPTION ONE FY2023	OPTION TWO FY2024	OPTION THREE FY2025	OPTION FOUR FY2026	OPTION FIVE FY2027	Option Years Total	Seven Year Total
FIXED COSTS										
ADMINISTRATION										
Corporate Administrative Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operations Manager Salary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dispatcher Wages	8,780.89	9,199.61	17,980.51	9,503.19	9,759.77	10,023.29	10,293.91	10,571.85	50,152.01	68,132.51
Dispatch Drug Testing	9.94	6.70	16.64	6.88	7.06	7.24	7.42	3.68	32.27	48.91
Supervisor Drug Testing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Clerical/Reservationist Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Employer's FICA (Salaries & Wages)*7.65%	697.41	730.66	1,428.07	754.77	775.15	796.08	817.58	839.65	3,983.23	5,411.30
State Unemployment Ins.	70.77	70.93	141.70	71.52	72.30	73.10	73.90	74.71	365.53	507.23
Workers' Comp	63.03	68.02	131.06	72.37	76.56	80.98	85.67	90.62	406.20	537.26
Health Benefits	996.89	916.28	1,913.17	938.36	960.53	983.14	930.69	954.42	4,767.14	6,680.31
Vacation	335.53	351.53	687.07	363.13	372.94	383.01	393.35	403.97	1,916.39	2,603.46
Retirement	39.26	41.13	80.39	42.49	43.63	44.81	46.02	47.26	224.22	304.60
Other Taxes (Business, etc)	454.32	464.17	918.49	539.43	615.85	756.38	868.79	942.47	3,722.93	4,641.43
Office Supplies	308.38	316.09	624.47	323.99	332.09	340.39	348.90	357.63	1,703.01	2,327.48
Telephones (Bus., FAX, Modem, Reservation)	600.00	615.00	1,215.00	630.37	646.13	662.29	678.84	695.82	3,313.46	4,528.46
Facility Lease	67.91	69.61	137.53	71.35	73.14	74.96	76.84	78.76	375.05	512.58
Technology (break out detail on separate sheet)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fixed Fee/Profit	1,200.45	1,238.03	2,438.48	1,280.19	1,241.13	1,285.18	1,321.08	1,360.68	6,488.26	8,926.73
Insurance Non-Automobile	499.16	506.00	1,005.15	522.64	537.86	553.90	570.47	586.98	2,771.86	3,777.01
Auto Expense/Travel & Meetings	881.63	881.63	1,763.26	881.63	0.00	0.00	0.00	0.00	881.63	2,644.89
Ride-Co Set Up & Monthly Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00						0.00	0.00
			0.00						0.00	0.00
			0.00						0.00	0.00
			0.00						0.00	0.00
			0.00						0.00	0.00
TOTAL FIXED COSTS	15,005.57	15,475.40	30,480.98	16,002.32	15,514.16	16,064.75	16,513.46	17,008.49	81,103.19	111,584.17
VEHICLE COSTS										
Vehicle Lease	12,943.28	12,979.28	25,922.56	13,016.36	13,054.55	13,093.89	12,901.13	12,942.86	65,008.79	90,931.34
Insurance Automobile	10,563.97	10,726.34	21,290.31	11,075.85	11,399.54	11,739.72	12,090.93	12,442.29	58,748.32	80,038.63
Outside Maintenance Labor	14,493.05	15,589.54	30,082.59	16,394.43	16,873.39	17,367.46	17,877.19	18,401.03	86,913.50	116,996.09
Actual Cost of Parts & Supplies	5,646.61	5,768.64	11,415.25	6,680.61	7,606.53	9,306.43	10,666.96	11,559.78	45,820.32	57,235.57
Vehicle Washing & Cleaning Costs	369.11	370.83	739.94	381.44	390.80	402.66	413.55	422.72	2,011.18	2,751.12
Fuel Costs	38,268.95	39,799.71	78,068.67	41,391.70	43,047.37	44,769.26	46,560.03	48,422.44	224,190.81	302,259.47
Ride Co Hourly Expense	6,666.24	6,832.90	13,499.14	7,003.72	7,178.81	7,358.28	7,542.24	7,730.79	36,813.84	50,312.98
Fixed Fee/Profit on Vehicle Costs	7,734.89	8,005.85	15,740.74	8,342.97	8,656.61	9,046.76	9,395.83	9,732.34	45,174.50	60,915.24
TOTAL VEHICLE COSTS	96,686.11	100,073.09	196,759.20	104,287.07	108,207.59	113,084.46	117,447.87	121,654.25	564,681.25	761,440.45
DRIVERS' WAGES & BENEFITS										
Drivers' Wages	81,211.88	83,218.32	164,430.19	89,320.91	92,122.84	95,022.35	98,250.85	101,271.99	475,988.93	640,419.12
Driver Drug Testing	97.71	66.50	164.20	68.20	69.92	71.67	73.48	37.29	320.56	484.77
Employer's FICA (Wages)*7.65%	6,498.90	6,701.68	13,200.57	7,192.09	7,465.87	7,710.50	7,982.78	8,235.96	38,587.19	51,787.77
State Unemployment Ins.	864.56	876.94	1,741.50	895.07	910.94	926.40	941.95	957.74	4,632.11	6,373.60
Workers' Comp	6,350.16	6,745.66	13,095.82	7,463.98	7,982.71	8,492.95	9,058.54	9,627.51	42,625.69	55,721.51
Health Benefits	9,544.79	10,036.51	19,581.30	10,606.16	11,166.52	11,747.90	12,358.19	12,999.02	58,877.79	78,459.09
Vacation	3,741.00	4,385.30	8,126.30	4,693.34	5,470.22	5,768.45	6,099.25	6,387.59	28,418.84	36,545.14
Uniforms	598.74	1,127.50	1,726.24	1,161.26	1,193.29	1,225.43	1,258.20	1,291.76	6,129.94	7,856.18
DMV Pull Notice Program	59.20	115.64	174.84	119.26	122.68	126.12	129.63	133.22	630.91	805.76
Fixed Fee/Profit on Driver Costs	9,475.39	9,849.92	19,325.30	10,566.98	11,000.43	11,399.28	11,839.38	12,255.83	57,061.91	76,387.21
			0.00						0.00	0.00
			0.00						0.00	0.00
			0.00						0.00	0.00
TOTAL DRIVER COSTS	118,442.32	123,123.95	241,566.28	132,087.24	137,505.41	142,491.05	147,992.26	153,197.91	713,273.87	954,840.15

ATTACHMENT C - PRICING SCHEDULE - STS20-03

MICROTRANSIT Incremental cost per additional vehicle added to a service area

Description	Pilot YEAR 1 FY2021	Pilot YEAR 2 FY2022	Pilot YEARS TOTAL	OPTION ONE FY2023	OPTION TWO FY2024	OPTION THREE FY2025	OPTION FOUR FY2026	OPTION FIVE FY2027	Option Years Total	Seven Year Total
RECAP OF VARIABLE COSTS										
VEHICLE COSTS	96,686.11	100,073.09	196,759.20	104,287.07	108,207.59	113,084.46	117,447.87	121,654.25	564,681.25	761,440.45
DRIVER COSTS	118,442.32	123,123.95	241,566.28	132,087.24	137,505.41	142,491.05	147,992.26	153,197.91	713,273.87	954,840.15
TOTAL VARIABLE COSTS	215,128.43	223,197.04	438,325.47	236,374.32	245,713.00	255,575.52	265,440.13	274,852.16	1,277,955.13	1,716,280.60
ADDITIONAL REVENUE VEHICLE HOURS										
MicroTransit Revenue Vehicle Hours (estimate per area implemented)										
MicroTransit Revenue Vehicle Hours (estimate per area implemented)	3,584	3,584	7,168	3,584	3,584	3,584	3,584	3,584	17,920.00	25,088
Total Variable Costs	215,128.43	223,197.04	438,325	236,374.32	245,713.00	255,575.52	265,440.13	274,852.16	1,277,955.13	1,716,280.60
Total Revenue Hours	3,584	3,584	7,168	3,584	3,584	3,584	3,584	3,584	17,920.00	25,088
Variable Costs/Revenue Hours	60.02	62.28		65.95	68.56	71.31	74.06	76.69		
PROPOSED TOTAL COSTS (less incentives)										
TOTAL FIXED+VARIABLE COSTS	230,134.00	238,672.45	468,806.45	252,376.64	261,227.16	271,640.27	281,953.59	291,860.66	1,359,058.32	1,827,864.77



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 1 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

III. Procedure

A. COMMUNICATION OF POLICY

(a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.

(b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 2 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:

- (1) to and from work,
- (2) when conducting Agency business,
- (3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,



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up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

OmniTrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor



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poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.



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PROHIBITING WEAPONS IN THE WORKPLACE

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BOARD OF DIRECTORS

DATE: June 7, 2017

J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
 - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
 - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
 - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
 - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
 - Any destructive device;
 - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
 - An electric weapon such as a taser gun;
 - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
 - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)
2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.
3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.
4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.



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BOARD OF DIRECTORS

DATE: June 7, 2017

5. **Search:** To examine in order to find something concealed.

6. **Job sites:** Any and all locations where the agency conducts business.

SIGNS

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.
2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.



CONTRACT AGREEMENT

between

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660

(hereinafter "CONSULTANT")
Contact: Michael Simmons
Telephone: (415) 403-1425
Cell: (925) 708-3374
Email: msimmons@alliant.com

Remit Address
same

And

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

CONTRACT DOCUMENTS

CONTRACT NO. FIN20-13

INSURANCE BROKER SERVICES

Contract Amount: \$1,950,000

Omnitrans Project Manager:

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

Contract Administrator:

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



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

ATTACHMENT D – POLICY 707 PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this ____ day of _____, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Alliant Insurance Services, Inc. (hereinafter referred to as "CONSULTANT").

RECITALS

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

WHEREAS, CONSULTANT 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. CONSULTANT 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 consultant or entity. CONSULTANT will cooperate fully with OMNITRANS' staff or other consultant 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 June 30, 2023 unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONSULTANTS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from July 1, 2023 through June 30, 2025, which period encompasses the Initial Term and Option Year One and Option Year Two.

3. CONTRACT OPTIONS

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

4. COMPENSATION

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

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000), including all amounts payable to CONSULTANT for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

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

CONSULTANT shall submit invoices in duplicate to:

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

Accountspayable@omnitrans.org

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

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

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

In the event OMNITRANS should overpay CONSULTANT, 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, CONSULTANT shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONSULTANT under this Agreement or any other Agreement between OMNITRANS and CONSULTANT.

6. AUDIT AND INSPECTION OF RECORDS

CONSULTANT 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 CONSULTANT for a period of three (3) years after completion of this Agreement

unless OMNITRANS' written permission is given to CONSULTANT to dispose of material prior to this time.

7. NOTIFICATION

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

To OMNITRANS:

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

To CONSULTANT:

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco, CA 94111
Attn: P.J. Skarlanic, Vice President
415-403-1455
pskarlanic@alliant.com

8. OMNITRANS' AND CONSULTANT'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: Donald Walker, Director of Finance

- 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 CONSULTANT which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONSULTANT 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. Consultant's Key Personnel

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

<u>Name</u>	<u>Role</u>
Mike Simmons	Lead service team; provide strategic direction
P.J. Skarlanic	Account Manager; policy and program reviews
Courtney Ramirez	Administrator and coordinator
Dennis Mulqueeney	Peer review
Carol Hart-Hill	Account Manger Lead
Robert Frey	Leads claim unit
Tim Leach	Loss control and safety

Any proposed/substitution or replacement by Consultant of Consultant'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 CONSULTANT based on OMNITRANS' confidence and reliance on the expertise of CONSULTANT's key personnel described above. CONSULTANT shall not reassign key personnel or assign other personnel to key personnel roles until CONSULTANT obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

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

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

Manager shall issue the recommended decision in writing and provide a copy to proposer.

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

10. TERMINATION FOR CONVENIENCE

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

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONSULTANT 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 CONSULTANT written notice of such default. If CONSULTANT 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 CONSULTANT's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONSULTANT violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, work similar in scope and level of effort to those so terminated, and CONSULTANT 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 CONSULTANT was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

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

13. SUBCONTRACTING

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

CONSULTANT shall not, without the express written consent of Omnitrans, either:

- a. Substitute any person, firm, or corporation as subconsultant in place of the subconsultants identified below; or
- b. Permit any subcontract to be assigned or transferred; or
- c. Allow work to be performed by anyone other than the original subconsultant listed below.

Subconsultant's Name and Address**Work to Be Performed**

N/A

14. INDEPENDENT CONSULTANT

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

15. INSURANCE**A. INSURANCE REQUIREMENTS****1) General Requirements for Consultant**

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

2) Deductibles or Self-Insured Retention (SIR)

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

3) Other Insurance Provisions**a. Commercial General Liability and Automobile Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Consultant's performance of its obligations hereunder and if Consultant's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy

shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

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

b. Workers' Compensation

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

c. Care, Custody, and Control

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

4) Acceptability of Insurers

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

5) Verification of Coverage

- a. Consultant shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are

to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

- b. As an alternative, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Consultant may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) Subconsultants

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

7) Notification of Terminated Insurance

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

B. MINIMUM INSURANCE COVERAGE

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

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☒ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☒ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,

- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

16. INDEMNITY

CONSULTANT 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 CONSULTANT) arising from or connected with any alleged act and/or omission of CONSULTANT, its officers, directors, employees, agents, Subconsultants or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

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

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONSULTANT under this Agreement is to be released by CONSULTANT 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. CONSULTANT shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Consultant, its Third Party Software Consultants 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 CONSULTANT, 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, Consultant shall require all of its subconsultants and suppliers (including without limitation its Third Party Software Consultants) 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. Consultant 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 Consultant or its Third Party Software Consultants, and all Documentation and Software which is created by Consultant or its Third Party Software Consultants shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONSULTANT, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONSULTANT 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, consultants or subconsultants.

22. SUBMITTAL OF CLAIMS BY CONSULTANT

CONSULTANT 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 CONSULTANT.

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

23. EQUAL OPPORTUNITY

CONSULTANT 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. CONSULTANT shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONSULTANT shall perform and exercise, and require its subconsultants to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONSULTANT 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 CONSULTANT's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

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

To ensure compliance with OMNITRANS' Ethics Policy, CONSULTANT shall provide written notice to OMNITRANS disclosing the identity of any individual who CONSULTANT 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 CONSULTANT. CONSULTANT's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONSULTANT shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONSULTANT or its subconsultant(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 CONSULTANT or subconsultant(s).

27. COMPLIANCE WITH LAW

- A. CONSULTANT 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. CONSULTANT shall also comply with all Federal, state and local laws and ordinances.
- B. Government regulations that directly affect the CONSULTANT'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONSULTANT may be given special pricing consideration. The parties,

in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Consultant's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

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

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONSULTANT 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 CONSULTANT. OMNITRANS will endeavor to notify CONSULTANT 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 consultants.
- C. In the event of litigation concerning the disclosure of any material submitted by CONSULTANT, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONSULTANT, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

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

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

31. FORCE MAJEURE

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

32. CONFIDENTIALITY

CONSULTANT agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONSULTANT 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, CONSULTANT agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONSULTANT'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 CONSULTANT for advertising or public relations purposes prior to publication. CONSULTANT shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONSULTANT shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONSULTANT's firm, service, and/or product.
- B. CONSULTANT 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 CONSULTANT receives a complaint from a citizen or the community, CONSULTANT shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

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

35. MODIFICATIONS TO AGREEMENT

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

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONSULTANT 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 consultants and subconsultants 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. CONSULTANT further warrants that it shall not retain or employ an unlicensed subconsultant to perform work on this Project. CONSULTANT shall notify OMNITRANS immediately and in writing of its employees', agents', consultants' or subconsultants' 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. CONSULTANT shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-FIN20-13 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONSULTANT's proposal dated November 12, 2019 and its Appendices, Exhibits, Attachments.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONSULTANT 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

ALLIANT INSURANCE SERVICES, INC.

Erin Rogers
Interim CEO/General Manager

Michael Simmons
Vice Chair Public Entities

Date

Date

Federal Tax I.D. No. 33-0785439

DP 

ATTACHMENT A – SCOPE OF WORK
FIN20-13
INSURANCE BROKER SERVICES

I. INTRODUCTION

- A. Omnitrans requires Insurance Brokerage Services for insurance and consultation services to mitigate potential losses in the public transportation sector. The Broker will in earnest represent Omnitrans interests relating to risk management strategies, including, without limitation, the placing of insurance, for these types of losses.
- B. As a public Agency, Omnitrans is charged with operating an interregional transit service which includes bus fixed route and paratransit services in the San Bernardino County Area and in the surrounding cities.
- C. The Broker is to represent Omnitrans interests relating to risk management strategies, including, without limitation, the placing of insurance, for the identified programs and activities.
- D. Insurance Broker shall provide the insurance coverage and services listed below to safeguard Omnitrans' interests and capital assets, ensuring comprehensive and complete coverage, with a reasonable deductible, at a competitive cost.
 - 1. Property
 - 2. Boiler & Machinery
 - 3. Crime
 - 4. Pollution
 - 5. Earthquake & Flood
 - 6. Cyber Liability
 - 7. Excess Workers' Compensation
 - 8. Employment Practices Liability
 - 9. Physical Damage
 - 10. Risk Management

II. GENERAL

- A. The use of admitted insurance carriers is preferred; however non-admitted insurance carriers may be used if an admitted carrier is not available. A minimum A.M. Best Rating "A:VIII" is required.
- B. Broker may combine property and liability quotes, but separate quotes are preferred. It is also encouraged to quote different deductibles for the Agency's consideration, but you must quote the specified deductibles.
- C. Additional services available to the Agency should be applicable to all coverages.
- D. For Omnitrans' financial information [Comprehensive Annual Financial Report Fiscal Year (FY) 2018], visit Omnitrans' website at www.omnitrans.org, under News & Resources, use the link "Plans, Reports & Guidelines".

- E. Omnitrans reserves the right to delete types of insurance and to add or delete insurable items during the course of the contract.

III. SCOPE OF WORK

- A. Omnitrans requires Insurance Brokerage Services for insurance and consultation services to carry out the following tasks:
1. Upon approval by Omnitrans, procure insurance from acceptable worldwide markets. Prepare coverage with financially sound and stable carriers. Obtain favorable pricing.
 2. Provide all professional services necessary to obtain recommended and/or approved levels of insurance for Omnitrans and others that from time to time may require insurance under agreements entered into by Omnitrans.
 3. Make coverage recommendations in terms of exposure, policy terms, policy conditions, service capability, and pricing.
 4. Recommend deductible and self-insurance retention programs or alternatives to traditional insurance where appropriate.
 5. Assist in negotiating changes to insurance policy language with underwriters as needed, document any negotiated changes, and review actual policies once obtained to ensure that negotiated provisions are included and correctly worded.
 6. Develop specifications and market the coverage as required; within 45 days of renewal, present renewal options to the Board or administrative staff as directed.
 7. Bind, place, and invoice coverage promptly; target delivery of policies within 90 days of coverage going into effect.
 8. Provide annual stewardship report which contains the Broker's recommendation as to the most appropriate strategies to implement, discussion of marketplace changes, highlight of concerns, demonstration of past value and future strategic commitments.
 9. As/If requested, review of Omnitrans standard form contracts and agreements, including leases and tenders, to provide advice on indemnification and insurance issues.
 10. Assist in the decision of claims reporting and coordination of identified claims between Omnitrans third party claims administrator and carriers. Place appropriate carriers on notice of claims, incidents or events as required.
 11. Designate and name, in writing, a service team which will be available at any time upon reasonable notice on any and all matters relating to the enumerated tasks. Any replacement of the team leader would be subject to Omnitrans review

and approval. Broker should notify Omnitrans promptly of any service account team member changes.

12. Assist in the annual development of insurance policy information and policy application submission with Omnitrans staff.
13. Utilize standard policies where requirements are not unique and there are benefits to doing so.
14. Where advantageous, author a manuscript form to meet the specific needs of Omnitrans as opposed to trying to conform those needs to standard policy forms. Design all insurance programs and policies to provide required coverage at optimum cost. Obtain acceptance for the manuscript form in the market.
15. As mutually agreed, initiate marketing of renewal lines of coverage at least three months in advance of expiration, identifying markets of choice and anticipated results.
16. Obtain specimen policies from potential carriers and analyze positive and negative provisions; provide summary to Omnitrans of policy language comparisons when more than one policy is available.
17. Notify Omnitrans concerning changes or proposed changes that may affect the status of insurance placements
18. All fiscal activities should be transparent and fully disclosed as it pertains to the purchase of insurance policies and services. If an owned or affiliated broker is used for part or the entire placement, disclose income received and be prepared to verify incomes earned.
19. Preparing and delivering insurance certificates evidencing any insurance coverage provided as part of the services when requested/required; and status review and updates, with additional meetings if required by circumstances.
20. Keep Omnitrans up to date relative to insurance marketplace conditions.
21. Prepare a written forecast in advance (January/February) for the next fiscal year [July 1 through June 30] of insurance premiums and services costs; provide notice of interim changes when anticipated.
22. Assist in providing detailed analysis of Omnitrans program exposures and loss experiences, with a view to assisting Omnitrans in determining the most efficient and cost-effective risk management and insurance programs.
23. Analyze, design, execute, and adjust Omnitrans insurance program as changing circumstances arise for Omnitrans
24. Meet with Omnitrans to discuss issues raised by the insurance program analysis, and other issues as may arise throughout the year.

25. Submit annual reports to Omnitrans reviewing the overall insurance status of Omnitrans, highlight areas requiring action, and provide an outlook section detailing new developments, upcoming events, or possible future concerns.
 26. Provide staff support to assist in the annual update of Omnitrans property schedule, including researching any details about said property requested by insurance carriers.
 27. Provide input relating to insurance and/or bonds during the contract drafting stage with third parties in order to identify potentially serious hazards, analyze the hazards, assist in arranging the transfer of risk to third parties where appropriate and possible, and make recommendations as to the coverages/limits to be required by the contracts.
 28. Service team should help identify and analyze exposures to accidental loss or damage and assist to develop methods to mitigate the potential of the exposures.
- B. Broker Insurance Services include other coverages that may be required as a result of a change in business philosophy, government direction or growth (e.g., course of construction and wrap-up liability that may be required if funding becomes available to build new infrastructure projects).
- C. In addition to broker services for the programs described above, the Services also include:
1. Review of Omnitrans standard form contracts and agreements, including leases and tenders only as/if requested.
 2. Provide advice on indemnification and insurance issues as/if requested.
 3. Specific advice on indemnification and insurance provisions, and other risk management strategies, for major information technology contracts as/if requested.
 4. Ongoing advice on emergent tasks, such as commenting on indemnification and insurance provisions in agreements provided by potential contracting parties.
 5. Quarterly status review meetings, with additional meetings if required by circumstances.

IV. TYPES OF INSURANCE

REAL PROPERTY

- A. **Omnitrans' real property includes four facilities and twenty-five transit stations.**
- 1) East Valley Facility (City of San Bernardino)
 - a) Located at 1700 West Fifth Street, San Bernardino, CA 92411-2499.

- b) 12.7 acre Administrative Offices and Maintenance Facility.
 - c) 25,600 square foot, two-story office structure constructed in 1992 (with automatic fire sprinkler system).
 - d) 127,000 square foot, two-story maintenance & operations building constructed in 1999 (with automatic fire sprinkler & fire pump system, and natural gas detection system).
 - e) Bus wash, steam rack and pit building with automatic fire sprinkler system under construction.
 - f) Gasoline and compressed natural gas fueling building with fare, and vacuum equipment constructed in 2014.
 - g) 400 square foot guard house constructed in 1992 and 100 square foot guard house at 2nd entrance.
 - h) Compressed Natural Gas (CNG) Fuel Compressor/Generation Facility constructed in 2017.
- 2) West Valley Facility (Montclair)
- a) Located at 4748 Arrow Highway, Montclair, CA 91763-1208
 - b) 5.5 acre Operations and Maintenance Facility.
 - c) 4,445 square foot operations building constructed in 1987 (smoke detection system).
 - d) 20,285 square foot maintenance building constructed in 1987 (automatic fire sprinkler system and natural gas detection system).
 - e) 3,250 square foot bus wash, steam clean facility constructed in 1987 (heat detection system in emergency generator equipment room).
 - f) 2,500 square foot fuel (diesel, gasoline, and compressed natural gas), fare, and vacuum facility constructed in 1987 (upgraded in 1998), and
 - g) Compressed Natural Gas (CNG) Fuel Compressor/Generation Facility constructed in 2017.
- 3) East Valley Paratransit Facility (City of San Bernardino)
- a) Located at 234 South “I” Street, San Bernardino, CA 92410
 - b) 4.7 acre Operations and Vehicle Maintenance complex.
 - c) 4,480 square foot office building constructed in 1975 (with automatic fire sprinkler system added in 1995).
 - d) 14,000 square foot vehicle maintenance building (with automatic fire sprinkler system).
 - e) Facility has a fuel island (unleaded fuel) constructed in 1989 (upgraded in 1999).
 - f) (A guard house approximately 168 square feet)

- 4) San Bernardino Transit Center
 - a) Located at 599 West Rialto Avenue, San Bernardino, CA 92401
 - b) 6,802 square foot transit center building constructed in 2015.
- 5) E-Street sbX Corridor Transit Stations
 - a) Located along the E-Street sbX BRT Corridor
 - b) 25 bus shelters on the San Bernardino Express (sbX) route with amenities, including public art, ticket vending machines and bus arrival predication information system signage.

B. Omnitrans' Leased Properties:

- 1) West Valley Paratransit Facility
 - a) Located at 9421 Feron Blvd, Rancho Cucamonga, CA 91730
 - b) 1.3 acre Operations and Vehicle Maintenance complex including fleet parking area, vehicle wash area with drain water clarifier constructed to specifications of the Cucamonga County Water District
 - c) 6,000 square foot office and vehicle Maintenance facility
 - d) 5,000 square foot ground floor, useable mezzanine 1,000 square foot upper floor, including training room
- 2) Other Locations
 - a) Crestline Summit (communication equipment)
 - b) Little Mountain [traffic signal prioritization (TSP) equipment]

PROPERTY INSURANCE COVERAGE – BUILDINGS AND CONTENTS

Primary policy shall provide:

- A. Blanket coverage of “all risk” for buildings, personal property, electronic data processing (EDP), walls/paving, business personal property, and office equipment.
- B. A liability limit of:
\$100,000,000 to include all buildings, contents and fueling facilities. (This figure is historical cost data. It is Omnitrans intention to obtain insurance at replacement cost which will be provided at the time of award).
- C. Deductibles of \$10,000 per occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

SERVICE EQUIPMENT

- A. Primary policy shall provide:
 - 1) Blanket Coverage of “all risk” revenue and radio equipment, and Global Positioning System Automatic Vehicle Locator (GPSAVL).

- 2) A liability limit of:
\$3,000,000 to include all revenue and radio equipment installed on revenue vehicles, and GPSAVL. (This figure is historical cost data. It is Omnitrans intention to obtain insurance at replacement cost which will be provided at the time of award).
 - 3) Deductibles of \$10,000 per occurrence.
- B. Premiums for the above coverage should be shown separately.

CRIME INSURANCE

- A. Primary policy shall cover the variety of crime coverage forms available to protect against losses of money, securities and property by such causes of loss as: employee dishonesty, forgery, theft, burglary, kidnap, extortion, and fraud.
- 1) Coverage of Crime on an occurrence basis.
 - 2) A liability limit of \$50,000 per occurrence
 - 3) Deductibles of \$1,000 per occurrence
- B. Premiums for this coverage shall be shown separately

POLLUTION LIABILITY

- A. Primary policy shall provide:
- 1) Coverage for five locations as follows:
 - a. 1700 West 5th Street, San Bernardino, CA
 - b. 4748 Arrow Hwy., Montclair, CA
 - c. 234 "I" Street, San Bernardino, CA
 - d. 9421 Feron Boulevard, Rancho Cucamonga, CA
 - e. 599 West Rialto Avenue, San Bernardino, CA
 - 2) Limit of Liability as follows:
 - a. \$5,000,000 each loss, remediation exposure or legal defense expenses
 - b. \$10,000,000 total all losses, remediation expenses or legal defense expenses
 - 3) Retention as follows:
 - a. \$50,000 each loss remediation expense or legal defense expenses
- B. Premiums for this coverage shall be shown separately

EARTHQUAKE/FLOOD LIABILITY

- A. Primary policy shall provide insurance against damage by earthquakes and earth movement and overflow of water from its natural boundaries. More specifically defined by the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 as "a general and temporary condition of partial or

complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters from any source.”

- 1) Coverage for four locations as follows:
 - a. 1700 West 5th Street, San Bernardino, CA
 - b. 4748 Arrow Hwy., Montclair, CA
 - c. 234 “I” Street, San Bernardino, CA
 - d. 9421 Feron Boulevard, #101, Rancho Cucamonga, CA
 - e. 599 West Rialto Avenue, San Bernardino, CA 92401
- 2) Coverages:

Difference in Conditions including Earthquake and Flood covering Building, Contents and Electronic Data Processing; excluding Asbestos, certain Computer-related loss, Contamination & Pollution.
- 3) Limit of Liability as follows:
 - a. \$5,000,000 per occurrence limit and annual aggregate
 - b. \$1,500,000 building laws and ordinances sublimit
 - c. \$43,000,000 (total insurable values) business personal property, electronic data processing equipment, extra expenses at \$2,000,000
- 4) Deductible:
 - a. 10% per unit for earthquake
 - b. 2% per unit for flood
 - c. \$50,000 all other perils

B. Premiums for this coverage should be shown separately.

EXCESS WORKERS’ COMPENSATION

In excess of Omnitrans’ Self Insured Retention (SIR) of \$1,000,000

EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPLI)

- A. Policy limit \$1,000,000
- B. Retention per claim \$100,000
- C. The EPLI policy will offer the following provisions, but are not limited to, the following:
 1. Providing cost of defense in employment-related litigation and/or related adversarial proceedings.
 2. Best cost-effective policy that utilizes best provisions for protection.

3. Providing indemnification for liability of the employee's alleged wrongful acts claims.
4. Evaluate and determine the best form of Employment Practices Liability, including the Insurance Services Office standard form (ISO)
5. Include in such a policy all covered parties as all employees and includes board of directors, and all former employees while in the Agency's employment when the alleged wrongful acts occurred.
6. Wrongful acts under the policy should include, but is not limited to:
 - a. Employment Actions: Demotion or failure to promote, negative performance evaluations, reassignment or discipline of current employee or wrongful refusal to employ.
 - b. Wrongful Termination: actual or constructive termination of employment in violation of public policy (i.e. retaliatory/discriminatory)
 - c. Negligent Hiring/Supervision: Negligent hiring or supervision of an employee resulting in injury.
 - d. Retaliation: Retaliatory action against an employee because employee has declined to perform an illegal or unethical act or filed a complaint with government authority or testified in a legal proceeding.
 - e. Harassment: Harassment committed during the course and scope of employment.
 - f. Employment Torts: Libel, slander, invasion of privacy, emotional distress as a result of discriminatory employment action.
 - g. Breach of Employment Contract: Breach of existing contract, wrongful denial of training or deprivation of career opportunity.

End Scope of Work

Attachment B

REGULATORY REQUIREMENT

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REGULATORY REQUIREMENTS

*** Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

RR-01

NO FEDERAL OBLIGATION TO THIRD PARTIES *

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

RR-02

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD *

A. Civil Fraud.

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, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

B. Criminal Fraud.

If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

- C. 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-03

ACCESS TO THIRD PARTY CONTRACT RECORDS *

- A. Access to Third Party Contract Records.
The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

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.

- B. 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.
- C. 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-04**FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES**

- A. 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.
- B. 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-05**CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO (EXCEPT SPECIAL DOL CONSTRUCTION CLAUSE ***

- A. 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.
- B. 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-06

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 agency's overall goal for DBE participation is 1%.
- 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-07

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-08

SUSPENSION AND DEBARMENT*

- A. 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.

- B. 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-09

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

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-010

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

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-011

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-012

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-013

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-014

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.

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.

END OF REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING
FIN20-03, INSURANCE BROKER SERVICES
BROKER FEES / COMMISSION

Years	Fees / Commission	Begin and End Dates	Property Coverage Buildings and Contents	Service Equipment	Crime	Pollution	Earthquake /Flood	Excess Workers' Compensation	EPLI	Annual Total
	Commission*	%	11%	11%	10%	10%	11%	8%	11.5%	
BY 1	Fees to Agency	07-01-20 to 6/30/21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BY 2	Fees to Agency	07-01-21 to 06-30-22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BY 3	Fees to Agency	07-01-22 to 06-30-23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OY 1	Fees to Agency	07-01-23 to 06-30-24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OY 2	Fees to Agency	07-01-24 to 06-30-25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 1 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

III. Procedure

A. COMMUNICATION OF POLICY

(a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.

(b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.



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DATE: June 7, 2017

B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:

- (1) to and from work,
- (2) when conducting Agency business,
- (3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,



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up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

OmniTrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor



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poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.



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J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.

- A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
- A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
- A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
- Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
- Any destructive device;
- Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
- An electric weapon such as a taser gun;
- Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
- Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)

2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.

3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.

4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.



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5. **Search:** To examine in order to find something concealed.

6. **Job sites:** Any and all locations where the agency conducts business.

SIGNS

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.
2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.