



**BOARD OF DIRECTORS MEETING
WEDNESDAY, JUNE 7, 2017 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411**

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

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, July 12, 2017 – 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Presentation: Benito Zavalza – 1st Place Customer Service APTA Award Winner

C. COMMUNICATIONS FROM THE PUBLIC

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

D. POSSIBLE CONFLICT OF INTEREST ISSUES

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

E. CONSENT CALENDAR

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item #E17, Action on Consent Calendar.

1. Approve Board Minutes – May 3, 2017
2. Receive and File Administrative & Finance Committee Minutes – April 13, 2017
3. Receive and File Plans & Programs Committee Minutes – March 21, 2017
4. Approve Revised Fiscal Year 2017-2018 Annual Budget
5. Adopt New Policy #707 Prohibiting Weapons in the Workplace; and Proposed Changes to Existing Policies

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E. CONSENT CALENDAR CONTINUED

6. Approve Re-Evaluation of Two IT Existing Positions	58
7. Adopt Proposed Procurement Policy Manual Changes	114
8. Authorize the CEO/General Manager to Execute Community College Go Smart Program Agreements	186
9. Receive and File OmniConnects FY2019-2025 SRTP Update	213
10. Authorize Assignment – Contracts MNT14-24B and MNT17-26B, Towing Services	215
11. Authorize Release – Invitation for Bids – IFBMNT18-17, Spark Plugs	220
12. Authorize Release – Invitation for Bids – IFBMNT18-13, Electronic Control Modules	222
13. Authorize Release – Invitation for Bids – IFBMNT18-07, Bus Replacement Windows	224
14. Authorize Release – Invitation for Bids – IFBITS18-09, Microsoft Software Assurance	226
15. Authorize Release – Invitation for Bids – IFBITS18-14, Desktop Computers	228
16. Authorize Award – Contract MKP17-73, Bus Stop Signs	230
17. Action on Consent Calendar	

F. DISCUSSION ITEMS

The following items do not legally require any public testimony, although the Chair may open the meeting for public input.

1. CEO/General Manager's Report	232
2. Installation of New Chair and Election of New Vice Chair	233
3. Authorize Digital Fares & Mobile Digital Pass Sales Outlet	234
4. Authorize Award – Contract MNT17-70, Coolant Supply Services	252
5. Authorize Award (Bench) – Contracts MKP17-79 (A-C), Promotional Items	254
6. Authorize Award – Contract PRC17-51, Online Bidding System	256
7. Los Angeles and San Bernardino County Inter-County Transit and Rail Connectivity Study	258

G. PUBLIC HEARING

1. Call for Public Hearing – Federal Transit Administration Fiscal Year 2018 Section 5307 and Section 5339 Funds	285
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H. BOARD BUSINESS

Closed Session

There is no Closed Session Scheduled

I. REMARKS AND ANNOUNCEMENTS

J. ADJOURNMENT

ITEM # D1

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

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

FORM MOTION

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled June 7, 2017.

Item	Contract	Principals & Agents	Subcontractors
E10	Authorize Assignment – Contracts MNT14-24B and MNT17-26B, Towing Services	<i>Fleet Sales & Consulting, Inc. dba Bill & Wag's, Inc. Ontario, CA Jeremy Briggs Sales Manager</i>	N/A
E16	Authorize Award – Contract MKP17-73, Bus Stop Signs	<i>Here's Your Sign, Inc. dba Signs Now of Redlands Redlands, CA Bradley Evans President</i>	N/A
F4	Authorize Award – Contract MNT17-70, Coolant Supply Services	<i>World Oil Environmental Services Compton, CA Shane Caswell Vice President Operations</i>	N/A

F5	Authorize Award – (Bench) – Contracts MKP17-79 (A-C), Promotional Items	<i>DT Global, Inc.</i> <i>Stanton, CA</i> <i>Ann Provencio</i> <i>Project Manager</i> <i>Empire Marketing</i> <i>Long Beach, CA</i> <i>Dawn McKenna</i> <i>Owner</i> <i>American Solutions for Business</i> <i>Glenwood, MN</i> <i>Wayne Martin</i> <i>Vice President of Sales Resources</i>	N/A
F6	Authorize Award – Contract PRC17-51, Online Bidding System	<i>PlanetBids, Inc.</i> <i>Woodland Hills, CA</i> <i>Alan Zavian</i> <i>CEO, Co-Founder</i>	N/A

PSG:EFP



CONFLICT OF INTEREST FORM

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

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

BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

CAMPAIGN CONTRIBUTIONS

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

FINANCIAL INTEREST

1. I have a financial interest of _____
State income, real property interest or business position

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

SIGNATURE

Board Member Signature

Date

ITEM # _____ E1 _____

**BOARD OF DIRECTORS' MEETING
MINUTES OF MAY 3, 2017**

A. CALL TO ORDER

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 7:30 a.m., Wednesday, May 3, 2017, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

BOARD MEMBERS PRESENT

Council Member Sam Spagnolo, City of Rancho Cucamonga – Chairman
Council Member David Avila, City of Yucaipa
Council Member Art Bennett, City of Chino Hills - Alternate
Mayor Carey Davis, City of San Bernardino
Mayor Richard DeLaRosa, City of Colton
Mayor Paul Eaton, City of Montclair
Council Member Pat Gilbreath, City of Redlands
Supervisor Curt Hagman, County of San Bernardino
Council Member Larry McCallon, City of Highland - Alternate
Supervisor James Ramos, County of San Bernardino
Council Member Sylvia Robles, City of Grand Terrace
Council Member John Roberts, City of Fontana
Supervisor Janice Rutherford, County of San Bernardino
Mayor Debbie Stone, City of Upland
Mayor Eunice Ulloa, City of Chino
Council Member Alan Wapner, City of Ontario

BOARD MEMBERS NOT PRESENT

Council Member Ron Dailey, City of Loma Linda – Vice Chairman
Supervisor Josie Gonzales, County of San Bernardino
Supervisor Robert Lovingood, County of San Bernardino
Mayor Deborah Robertson, City of Rialto

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

P. Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources, Safety & Regulatory Compliance
Jacob Harms, Director of Information Technology
Jennifer Sims, Director of Procurement
Doug Stanley, Interim Director of Special Transit Services
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Mike Bonacio, Technical Services Manager
Jeremiah Bryant, Service Planning Manager
Omar Bryant, Maintenance Manager
Barbara Erwin, Safety & Security Regulatory Compliance Manager
Maurice Mansion, Treasury Manager
Ray Maldonado, Employee Relations Manager
Terri Morocco, Safety & Regulatory Compliance Specialist
Eugenia Pinheiro, Contracts Manager
Krystal Turner, Contracts Administrator
Christine Van Matre, Contracts Administrator
Julienne Overland-Villegas, Senior Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Haviva Shane, Legal Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, June 7, 2017, 8:00 a.m.
Omnitrans Metro Facility Board Room

Chairman Spagnolo and CEO/General Manager, P. Scott Graham, along with the respective department director, presented the Employee of the Quarter Award to Tiffany Barnes.

CEO/General Manager, P. Scott Graham announced that today is the last meeting for Jennifer Sims, Director of Procurement, and thanked her for her service to Omnitrans. Chairman Spagnolo and the Board also recognized Ms. Sims for her service.

C. COMMUNICATIONS FROM THE PUBLIC

Patricia Sachs referred to the San Bernardino County EDD Tourism Marketing Program Annual Report, which highlights tourism and local attractions in the area. Ms. Sachs encouraged Marketing staff to continue their efforts promoting Omnitrans via social media and on television if possible.

Ms. Sachs commended various Omnitrans staff members and Coach Operators for their assistance and helpfulness. Lastly, Ms. Sachs suggested that everyone ride the bus and experience the service first-hand.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues.

E. CONSENT CALENDAR

1. Approve Board Minutes – April 5, 2017
2. Receive and File Administrative & Finance Committee Minutes – March 9, 2017
3. Receive and File Construction Progress Report No. 57 through March 31, 2017 – sbX E Street Corridor BRT Project
4. Receive and File Agency Management Report – Fiscal Year 2017 Third Quarter
5. Receive and File Affirmative Action Status Report – As of April 17, 2017
6. Receive and File Key Performance Indicators – Fiscal Year 2017 Third Quarter Report
7. Receive and File Management Strategic Plan Initiatives – Fiscal Year 2017 Third Quarter Report
8. Support Proposed Fiscal Year 2018 Management Plan
9. Authorize Assignment – Contract HRS13-182 – Workers' Compensation Claims Administration Services
10. Adopt Resolution No. 300-17, Authorize Filing Fiscal Year 2018 Applications with Federal, State and Local Funding Sources for Federal Transportation Assistance
11. Adopt Resolution No. 301-17, Authorize Filing of Transportation Development Act, Article 4 Reimbursement Claim to San Bernardino County Transportation Authority
12. Authorize Release – Invitation for Bids – IFB-MKP17-76 – Premium Bus Shelters
13. Authorize Release – Invitation for Bids – IFB-MNT18-05 – Six Service Trucks
14. Authorize Release – Invitation for Bids – IFB-MNT18-06 – Bus Filters
15. Authorize Award/Rescind – Purchase Order ITS17-46C – Datacenter and Hardware Refresh
16. Approve Funding Agreement between OPARC and Omnitrans
17. Approve Funding Agreement between Pomona Valley Workshop and Omnitrans
18. Approve Funding Agreement between Victor Valley Transit Authority and Omnitrans
19. Approve Funding Agreement between Central City Lutheran Mission and Omnitrans
20. Approve Agreement for Active Transportation Program for Safe Routes to Transit Project

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

Member McCallon arrived at 7:35 a.m. after the Consent Calendar vote.

F. DISCUSSION ITEMS

1. State of the Agency – Presentation

CEO/General Manager P. Scott Graham presented the State of the Agency Report, highlighting the agency's accomplishments throughout the year.

Member DeLaRosa arrived at 7:41 a.m.

2. Adopt Fiscal Year 2017 – 2018 Service Plan

Jeremiah Bryant, Service Planning Manager, provided an overview of the Omnitrans Fiscal Year 2017-2018 Annual Service Plan.

Member Wapner referred to the funding source for Route 290 and stated that per his conversation with the Executive Director of the San Bernardino County Transportation Authority (SBCTA), Dr. Ray Wolfe, the Low Carbon Transit Operations Program (LCTOP) funds were authorized by SBCTA to provide a hotel shuttle to connect customers from the Rancho Cucamonga Metrolink Station to the Ontario Airport. Member Wapner stated that the funds were not intended or authorized by SBCTA to be used for Route 290.

Mr. Bryant explained that in December 2016, SBCTA staff recommended that the airport shuttle funds be moved to Route 290 considering the growth on that route. He further explained that with the West Valley Connector providing service on Milliken, the shuttle service would be a duplicative effort and staff proposed that the funds be transferred for the expansion of midday service for Route 290.

Member Wapner suggested that the 2017-2018 Service Plan be approved with the exception of the funds for Route 290, which may come back as a budget/service plan amendment following discussion with SBCTA.

Member Ulloa arrived at 7:54 a.m.

Member Hagman arrived at 8:08 a.m.

Member Davis arrived at 8:09 a.m.

M/S (Gilbreath/McCallon) that adopted the Omnitrans Fiscal Year 2017-2018 Annual Service Plan with the exception of the Low Carbon Transit Operations Program (LCTOP) funds. Motion was unanimous by Members present.

3. Adopt Fiscal Year 2017-2018 Marketing Plan

M/S (Eaton/DeLaRosa) that adopted the Omnitrans Fiscal Year 2017-2018 Annual Marketing Plan. Motion was unanimous by Members present.

4. Adopt Fiscal Year 2017-2018 Budget

Supervisor James Ramos arrived at 8:37 a.m.

M/S (Hagman/Wapner) that adopted the Omnitrans Fiscal Year 2017-2018 Annual Budget with the exception of the Low Carbon Transit Operations Program (LCTOP) funds. Motion was unanimous by Members present.

5. Authorize Award – Contract FIN17-13, Third Party Consultant to Provide Natural Gas and Management of the Low Carbon Fuel Standard (LCFS) Credit Program Under California AB 32

M/S (Wapner/Hagman) that authorized:

CEO/General Manager to award Contract FIN17-13 to GHI Energy, LLC of Houston, TX, for the provision of Third Party Consultant to Provide Natural Gas and Management of the LCFS Credit Program under California AB 32 for five years in the amount of \$5,561,580, plus a contingency of \$556,158, for a not to exceed total amount of \$6,117,738; and;

Authorize GHI Energy, LLC to register on behalf of Omnitrans as the regulated party in California's LCFS and the Federal Government's Federal Renewable Fuel Credits (RIN – Renewable Identification Number) Programs and assume all responsibilities associated with program management, regulatory and compliance issues, and the trading of the carbon credits generated under the LCFS Program; It is estimated that the LCFS and RIN will generate \$7,928,452.45 of revenue over the five year contract. The motion was unanimous by Members present.

6. Authorize Award – Contract HRS17-68, Employee Recognition Awards

M/S (Wapner/Ramos) that authorized the CEO/General Manager to award Contract HRS17-68 to Michael C. Fina Recognition of Long Island, NY, for the provision of Employee Recognition Awards for a three (3) year base period beginning August 1, 2017, and the authority to exercise two (2) single option years, extending the contract to no later than July 31, 2022, in the amount of \$147,305, plus a ten percent contingency of \$14,730 for a total not-to-exceed amount of \$162,035, should all option years be exercised. Motion was unanimous by Members present.

7. Authorize Award – Authorize Sole Source Award, Contract ITS17-80, Genfare Software Support and Maintenance

M/S (McCallon/Roberts) that awarded a sole source contract to Genfare, a division of SPX Corporation, of Elk Grove Village, IL, pending legal review and approval to form, for the provision of support and maintenance of the Fare Collection System Software for one base year and two option years in the amount of \$180,108, plus a ten percent contingency of \$18,011, for a total not-to-exceed amount of \$198,119, should all options be exercised. Motion was unanimous by Members present.

8. Authorize Award, Contracts MNT17-57 (A-B), Uniform and Textile Services

M/S (Wapner/Eaton) that awarded Contract MNT17-57A to P&P Uniforms Inc. of Riverside, CA, and Contract MNT17-57B to Aramark Uniform Services of Riverside, CA, for the provision of Uniform and Textile Services for a three (3) year base period beginning May 1, 2017, and the authority to exercise two (2) single option years tied to

the Consumer Price Index (CPI) extending the contracts to no later than April 30, 2022, in the amount of \$436,601, plus a ten percent contingency of \$43,660, for a total aggregate amount not-to-exceed \$480,261, should all option years be exercised. Motion was unanimously approved by Members present.

9. Authorize Award, Contract MNT17-69, Bus Cleaning Services

M/S (Wapner/Eaton) that awarded Contract MNT17-69 to Hallcon Corporation of Lenexa, KS, for the provision of Tri-Annual Bus Cleaning Services for a three (3) year base period beginning June 4, 2017, and the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI) extending the contracts to no later than June 3, 2022, in the amount of \$312,863, plus a ten percent contingency of \$31,286, for a total amount not-to-exceed \$344,149, should all option years be exercised. Motion was unanimously approved by Members present.

10. Authorize Award, Contract MNT18-10, Ten (10) ADA Paratransit Vehicles

M/S (Wapner/Eaton) that authorized the CEO/General Manager to award Contract MNT18-10 to Creative Bus Sales (CBS) of Chino, CA, for the provision of ten (10) Compressed Natural Gas (CNG) Americans with Disabilities Act (ADA) certified paratransit vehicles in an amount of \$1,023,754, plus a Cost Allocation Plan of \$26,781 (3.27% charged on Federal portion of \$819,003), for a total not-to-exceed amount of \$1,050,535. Motion was unanimously approved by Members present.

11. Authorize Sole Source Award, Feron Real Property Lease Agreement

M/S (Eaton Roberts) that authorized the CEO/General Manager to award a sole source, two-year extension to the existing lease agreement with the Davies Family 1991 Trust for Omnitrans' West Valley Paratransit Facility located at 9421 Feron Boulevard, Rancho Cucamonga, California, and the authority to exercise one additional option year extending the contract to June 30, 2020 in the amount of \$196,800, should the option year be exercised. Motion was approved by Members present, with the exception of Supervisor Rutherford who abstained.

G. BOARD BUSINESS

There was no Closed Session scheduled.

H. REMARKS AND ANNOUNCEMENTS

CEO/General Manager P. Scott Graham introduced Julianne Overland-Villegas as the new Senior Executive Assistant to the CEO/General Manager. Chair Spagnolo and the Board welcomed Ms. Overland -Villegas.

Supervisor Hagman announced that this Saturday and Sunday, the City of Chino is hosting their Annual Air Show and also celebrating the 60th anniversary of the Planes of Fame Museum. He invited everyone to attend.

Member Gilbreath announced that this weekend, the City of Redlands will be hosting their Annual Bicycle Classic and invited everyone to attend this wonderful event.

Chair Spagnolo announced that on May 19, 2017, the League of California Cities is hosting an event at the Lewis Family Playhouse in Rancho Cucamonga and invited the Board to attend. He stated that there is no cost to attend as his guest.

I. ADJOURNMENT

The Board adjourned at 8:52 a.m. The next regular meeting is scheduled Wednesday, June 7, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # _____ E2 _____

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, APRIL 13, 2017**

A. CALL TO ORDER

Acting Committee Chair John Roberts called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, April 13, 2017.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Council Member David Avila, City of Yucaipa
Mayor Carey Davis, City of San Bernardino
Mayor Paul Eaton, City of Montclair
Council Member Patricia Gilbreath, City of Redlands
Supervisor Curt Hagman, County of San Bernardino
Council Member John Roberts, City of Fontana
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Mayor Pro Tem Spagnolo, City of Rancho Cucamonga
Council Member Alan Wapner, City of Ontario

Committee Members Absent

Council Member Ed Graham, City of Chino Hills – Committee Chair

Omnitrans Administrative Staff Present

Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources/Safety & Security
Sam Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Jennifer Sims, Director of Procurement
Doug Stanley, Interim Director Special Transit Services
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Jeremiah Bryant, Service Planning Manager
Omar Bryant, Maintenance Manager
Jaimie Lewis, Senior Financial Analyst
Maurice Mansion, Treasury Manager
Eugenia Pinheiro, Contracts Manager
Vicki Dennett, Senior Executive Assistant to the CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, May 11, 2017, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

There were no communications from the public.

Member Robles arrived at 8:02 a.m.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflict of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – March 9, 2017

M/S (Hagman/Spagnolo) that approved the Committee Minutes of March 9, 2017. Motion was unanimously approved by Members present.

2. Recommend the Board of Directors Receive and File Construction Progress Report No. 57 through March 31, 2017 – sbX E Street Corridor BRT Project

CEO/General Manager P. Scott Graham presented this item. He provided a status update on the following projects:

- E Street Corridor Tenth to Highland Project will be closed-out soon.
- Vehicle Maintenance Facility (VMF) Project will be closed-out soon.
- The PA system installation at the sbX stations continues.
- Compressed Natural Gas Pipeline Project has experienced some delays; however, mitigation efforts are being implemented to address the issues.

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

3. Receive and File Director of Finance Report – Price of Compressed Natural Gas

Director of Finance Don Walker presented this item. He reported that the price of natural gas continues to be lower than it was in previous years. Mr. Walker explained that the average price for the first 10 months of this fiscal year is \$0.75 per gallon, which is \$0.09 higher than the budgeted price of \$0.66 per gallon. He stated that the annual budget for Compressed Natural Gas (CNG) was reduced from \$4.4 million in FY16 to \$2.5 million in FY17. The budget was prepared with the assumption that the pipeline gas fueling would begin in January 2017. Year-to-date as of March 2017, the actual cost for gas is \$2.8 million with a budget of \$1.9 million; resulting in a \$900,000 deficit. Mr. Walker

stated that as a way to safeguard against the uncertainty of the pipeline project, the billing for the alternative fuel tax credit for 2016 was delayed until FY17. The Agency will receive \$1.5 million in federal funds to offset that deficit. Lastly, he stated that the fuel tax credit program ended in 2016 so it will no longer be available.

This item was received and filed.

4. Recommend the Board of Directors Adopt Fiscal Year 2017-18 Budget

Treasury Manager Maurice Mansion presented this item and reviewed the following FY2018 budget highlights:

- FY2018 Budget – \$98.6 million vs. \$96.1 million last year (includes both Capital and Operating Costs). CSTA Program fully incorporated in the budget. Service maintained at the current levels. There are no additional headcount impacts to the budget. CNG Fuel Tax Credit is no longer available.
- FY2018 Revenue Assumptions – Projecting a decline in ridership for FY18. Actions are being taken with regards to Medi-Cal Billing, Capitalized Preventive Maintenance and Low Carbon Fuel Standard Credit to mitigate some of the revenue loss.
- Total Budget: Core & CTSA – Omni Core \$95,813,029. CTSA \$2,768,688. CTSA Program is paid for using Measure I Funds, which are kept separate from Measure I funds used for Omnitrans.
- Operating Budget: Revenue – FY16-17 (Year End Est) \$79,017,852. FY17-18 (Proposed) \$83,850,053. Variance \$4,832,201.
- Operating Budget: Expense – FY16-17 (Year End Est) \$78,361,855. FY17-18 (Proposed) \$83,850,232. Variance \$5,488,377.
- Budget Comparisons – Operating Budget Comparison by FY and Variances for FY16-17 and FY17-18.
- Capital Budget: Revenue – FY16-17 (Adopted) \$13,069,542. FY17-18 (Proposed) \$15,440,332. Variance \$2,370,790.
- Capital Budget: Expense – FY16-17 (Adopted) \$13,069,542. FY17-18 (Proposed) \$15,440,332. Variance \$2,370,790.

Member Robles left the room at 8:20 a.m. and returned at 8:21 a.m. after the vote.

M/S (Eaton/Wapner) that recommended the Board of Directors adopt Omnitrans Fiscal Year 2017-18 Annual Budget. Motion was unanimous by Members present.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:21 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, May 11, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # E3

**PLANS AND PROGRAMS COMMITTEE
MINUTES
MARCH 21, 2017**

A. CALL TO ORDER

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 10:02 a.m., March 21, 2017.

Committee Members Present

Mayor Penny Lilburn, City of Highland – Committee Chair
Council Member Ron Dailey, City of Loma Linda
Supervisor Janice Rutherford, County of San Bernardino
Council Member Sam Spagnolo, City of Rancho Cucamonga
Council Member Alan Wapner, City of Ontario

Committee Members Not Present

Mayor Deborah Robertson, City of Rialto
Mayor Pro Tem Sylvia Robles, City of Grand Terrace

OmniTrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Doug Stanley, Director of Special Transit Services
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources/Safety & Security
Eugenia Pinheiro, Contracts Manager
Jennifer Sims, Director of Procurement
Wendy Williams, Director of Marketing and Planning
Jeremiah Bryant, Service Planning Manager
Omar Bryant, East Valley Maintenance Manager
Anna Jaiswal, Development Planning Manager
Maurice Mansion, Treasury Manager
John Steffon, Transportation Manager

B. ANNOUNCEMENTS/PRESENTATIONS

There were no announcements.

C. COMMUNICATION FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflicts of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Plans & Programs Committee Minutes – November 29, 2016

M/S (Wapner/Dailey) that approved the Committee Minutes of November 29, 2016. Motion was unanimous by Members present.

Member Rutherford arrived at 10:06 a.m.

2. Receive and File – Premium Shelter Program Update

Development Planning Manager Anna Jaiswal presented this item. She stated that as part of Omnitrans' ongoing efforts to improve bus stops for passengers, a study was conducted asking passengers what amenities they felt were highly important. More than 900 surveys were received, and the three areas deemed most important to the customers were shelters, benches and lighting. Ms. Jaiswal stated that in light of these findings, staff is recommending a two-pronged approach as follows: 1) adding basic shelters, benches, and lighting to more bus stops throughout the system as funds are available; and 2) placing "premium shelters" at strategic locations with high ridership not located at a transit center or bus rapid transit station. She showed a graphic of the premium shelter design which includes the additional amenities. The recommendation is to install two shelters per year with the first proposed location at 5th/Medical Center.

There were questions from the Committee regarding the determining factors on where a premium shelter would be placed versus a basic shelter. There were also some questions regarding the cost and funding for this project.

Chair Lilburn mentioned that recently, bus shelters are a hot topic in the City of Highland and expressed her concern regarding bus shelter maintenance. She inquired who is responsible for maintaining the bus stops not owned by Omnitrans. She suggested that there be some accountability mechanism in place to ensure that the shelters are being well kept. Member Wapner suggested the idea of possibly incorporating an Adopt-a-Shelter program where a business can sponsor the bus stop and commit to keeping the area clean in exchange for some type of signage with their business name.

This item was received and filed.

3. Active Transportation Program Safe Routes to Transit Project Cooperative Agreement

Development Planning Manager Anna Jaiswal presented this item. She provided some background by stating that Omnitrans was awarded a grant in 2014 through the State Active Transportation Program (ATP) for walkability and pedestrian improvements. These improvements will specifically target areas within a half-mile radius of future West

Valley Connector stations. Ms. Jaiswal stated that the cooperative agreement included in the agenda packet would authorize Omnitrans to enter into an agreement with the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana for the development of this project. She concluded her presentation by stating that the agreements were currently being reviewed by the various cities' legal counsels. Staff plans to bring the cooperative agreement to the Board of Directors for approval in May, and to present the Invitation for Bids (IFB) for construction at the June Board meeting.

M/S (Wapner/Dailey) to recommend the Board of Directors authorize the CEO/General Manager to enter into a cooperative agreement with the cities of Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga for the Active Transportation Program Safe Routes to Transit project.

4. OmniConnects FY2019-2025 SRTP Kick Off

Service Planning Manager Jeremiah Bryant presented this item. He provided some background by stating that the Short Range Transportation Plan (SRTP) is a five to seven year Business Plan for the Agency which is updated every three to four years. The SRTP is required by the Federal Transit Administration (FTA) in order to receive federal funding. Mr. Bryant explained that the SRTP is also used to prioritize service based on Public, Stakeholder, and Community Feedback. The last SRTP covers FY2015-2020 and was adopted in May 2014.

Mr. Bryant reviewed the following areas included in the SRTP:

- 1) SRTP Components
- 2) Key elements specific to this SRTP
- 3) Project timeline
- 4) Previous seven goals, noting this year staff recommended a Technology goal be included

Member Rutherford questioned the idea of long-term planning considering the decline in transit ridership not only within Omnitrans' service area but in public transit statewide. Mr. Bryant explained that the Southern California Association of Governments (SCAG) is studying this issue and the data shows other major transportation agencies are focusing on ridesharing and private transportation options, which has not been explored in depth by Omnitrans. Member Rutherford asked that the data be provided when available.

Mr. Bryant also mentioned that Omnitrans has focused on cost savings as a way to maintain the subsidy per passenger, while continuing to deliver the service needed. The concern with possibly cutting service is that if the trends change, additional ridership may be lost which will be difficult for the Agency to retain again in the future. He stated that staff will continue to look at the Alternative Delivery Service portion of the plan as one of the key areas.

Chair Lilburn requested that the elected officials be included in the meetings with the Joint Powers Agreement (JPA) partners in addition to the front line staff to ensure consistency.

The Committee received and recommended the report be presented to the Board.

Member Wapner left the meeting at 10:32 a.m.

5. Recommend to Board of Directors, Fiscal Year 2017-2018 Service Plan

Service Planning Manager Jeremiah Bryant presented this item. He provided some background by stating that each year the annual Service Plan is brought to the Board of Directors as part of the Agency's guiding documents for the upcoming fiscal year. Mr. Bryant reviewed the following areas included in this year's plan:

- 1) Introduction / Background
- 2) Ridership Trends
- 3) Proposed Services Changes - 1) High Frequency Route 61 Service into Ontario International Airport; and 2) Extend Service Span on sbX
- 4) FY2018 Service Forecasts
- 5) Fare Structure

Mr. Bryant noted some of the Mid-Year changes stating that this year's focus is on reliability. One of the key metrics for reliability is On Time Performance (OTP), noting that the OTP is at 87.2% compared to 85.2% last year. He stated that run times were also looked at and the system is running slightly faster, allowing for a reduction in midday frequency without impacting the customers and allowing for some increased service in the evening.

Member Dailey expressed some concern regarding the decline in ridership. Understanding that the current fuel prices could be a contributing factor, he asked if perhaps there are other factors that should be looked at closer. Mr. Bryant explained that the implementation of AB 60, which is a law that changed the driver license requirements in the State, had a significant impact to public transit in California. He noted that ridership is declining nationwide; however California is higher than the national average.

Mr. Bryant noted that one of the biggest impediments to transit is travel times and explained that the freeway express and high frequency routes such as the sbX seem to be attracting more ridership due to the travel time efficiencies. He stated that the goal is to find the right balance of maintaining the core ridership while growing the service in ways that attract new people.

Member Dailey asked what type of market research is conducted to determine new service needs. Mr. Bryant responded that the Southern California Association of Governments (SCAG) conducted a study that evaluated the current and future travel needs of people in Los Angeles and San Bernardino Counties. One of the dominant factors that came out of that study was airport connectivity.

The Committee engaged in a discussion regarding monitoring new services and ensuring that they are producing results.

M/S (Dailey/Spagnolo) to recommend the Board of Directors adopt the Omnitrans Fiscal Year 2017-18 annual Service Plan.

6. Recommend to Board of Directors, Fiscal Year 2017-2018 Marketing Plan

Director of Marketing - Planning Wendy Williams presented this item and reviewed some of the targets and goals in this year's Marketing Plan.

- 1) Ridership – Projecting a 6.9% system wide decline
- 2) Revenue – Target is to remain equal or do better than break even on pass sales
- 3) Customer Satisfaction – 85% satisfaction rating; 15% or below for lost calls
- 4) Awareness/Public Opinion – Target is to maintain 90% in Public Awareness minimum of 75% in Positive Opinion. Improve community outreach 5% and 66% in positive media coverage

Ms. Williams also reviewed the Agency's plans for rebuilding ridership this coming year.

Member Spagnolo exited the room at 10:58 a.m. and returned at 11:00 a.m.

Member Rutherford questioned the benefit of using marketing funds for promotional partnerships with sports teams such as the Ontario Reign Zamboni for promoting the service.

Member Dailey stressed the importance of collecting and analyzing data to determine the impact of the marketing initiatives being implemented. Ms. Williams noted the comments from the Committee.

M/S (Dailey/Spagnolo) to recommend the Board of Directors adopt the Omnitrans Fiscal Year 2017-18 annual Marketing Plan.

F. REMARKS AND ANNOUNCEMENTS

There were no announcements.

G. ADJOURNMENT

The Plans & Programs Committee meeting adjourned at 11:20 a.m. The next Committee Meeting will be posted at Omnitrans and on the Omnitrans website.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # E4

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Maurice Mansion, Treasury Manager

SUBJECT: REVISED FISCAL YEAR 2017-2018 ANNUAL BUDGET

FORM MOTION

Approve the Revised Fiscal Year 2017-2018 Annual Budget replacing the \$554,434 Low Carbon Transit Operation Program (LCTOP) funding with Local Transit Funds (LTF).

BACKGROUND

Omnitrans' original FY 2017 – 2018 operating budget presented to the Administrative and Finance Committee, and subsequently the Board of Directors included \$854,435 in LCTOP funds from the California Department of Transportation (Caltrans) for FY 2015 - 2016.

Omnitrans' FY2015 – 2016 LCTOP project fund allocations and current balances are as follows:

	<u>Allocation</u>	<u>Spent</u>	<u>Balance</u>
1. Freeway Express Service Exp. (Rte. 208)	\$ 300,000	\$0	\$300,000
2. Omnitrans Rte. 290 Pilot Program Exp.	\$ 591,285	\$591,285	\$0
3. Ontario Airport Shuttle Service Pilot	\$ 554,435	\$0	\$554,435
Total	\$1,445,720		\$854,435

After discussions with the San Bernardino County Transportation Authority (SBCTA) staff, it was determined since the Rte. 290 Pilot Program Expansion was implemented and in service, the \$554,435 in LCTOP funding for the Ontario Airport Shuttle should be used to continue the project. Staff was unaware at the time that a reallocation through SBCTA was required to redirect the funds. Consequently, Omnitrans will utilize the existing LTF for the Rte 290 expansion.

RECOMMENDATION

Recommend approval of the Revised Fiscal Year 2017-2018 Annual Budget replacing the \$554,434 LCTOP funding with LTF.

PSG:MM

ITEM # _____ E5

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Marjorie Ewing, Director of Human Resources Safety & Regulatory Compliance

**SUBJECT: NEW POLICY: #707 PROHIBITING WEAPONS IN THE WORKPLACE;
AND PROPOSED CHANGES TO EXISTING POLICIES**

FORM MOTION

Adopt the new Policy #707 Prohibiting Weapons in the Workplace; and approve the proposed changes to the listed existing policies:

- #214 Rest and Meal Periods
- #215 Moonlighting & Outside Work
- #222 Employment of Relatives
- #224 Interview and Relocation Expenses
- #601 Group Health Related Insurance Plans
- #604 Life Insurance and Long Term Disability Plans
- #605 Deferred Compensation
- #609 Bereavement
- #613 Holidays
- #801 Smoking
- #1009 Travel/Training Authorization and Expense Reimbursement

This item was reviewed and recommended for approval by the Administrative and Finance Committee at its May 11, 2017 meeting.

BACKGROUND

Prohibiting Weapons in the Workplace is to maintain a work environment that is safe for all persons, including the community. Regardless of any license or permit that an individual may have which would otherwise authorize 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).

Annually the agency reviews the Personnel Policy Manual and proposes changes for the Board to consider for approval. The proposed policy changes were sent electronically to Best Best &

Krieger on April 25, 2017, for review. The unions have been notified and meetings were held to meet and discuss the policies that would pertain to the represented members.

FUNDING SOURCE

Any increased costs associated with the recommended action will be covered in the Fiscal Year Budgets.

Department: All
Account: Salaries and Benefits; Various

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

CONCLUSION

Approval of this agenda item supports the Strategic Plan, Section IX: Organizational and Workforce Excellence Goal for Fiscal Years 2017 – 2020, which was adopted on April 6, 2016.

PSG:ME

Attachments - Policies



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 discipline²⁷



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 3 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

**APPROVED BY OMNITRANS
BOARD OF DIRECTORS**

DATE: June 7, 2017

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



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 4 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

**APPROVED BY OMNITRANS
BOARD OF DIRECTORS**

DATE: June 7, 2017

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.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 5 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
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.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 6 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
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.



PERSONNEL POLICY MANUAL

POLICY 214 PAGE 1 OF 1

SUBJECT

Rest and Meal Periods

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: ~~January 1, 1999~~ June 7, 2017

I. Purpose

To state Omnitrans' policy on rest and meal periods.

II. Scope

All Departments

III. Procedure

A. Employees who work more than five hours per work shift are provided with an uninterrupted 30-minute meal period, which is unpaid, to be taken approximately in the middle of the work shift and starting no later than the fifth hour of work.

1. The meal period may be waived by mutual consent in writing of the employee and supervisor, provided the employee does not work six hours or more.

2. Employees shall be relieved of all work duties during meal periods. If employees cannot be relieved off all duties during the meal period, the meal period will be considered time worked.

B. Employees are permitted to take one ten minute paid rest break after working for at least three and one-half (3.5) hours and an additional paid ten minute rest break after working for more than six hours. Employees shall be relieved of all work duties during rest breaks. Employees should attempt to take their rest breaks in the middle of their work shifts to the extent it is feasible.

C. Meal and rest periods for represented employees will be in accordance with applicable Memorandum of Understanding.



PERSONNEL POLICY MANUAL

POLICY 215 PAGE 1 OF 2

SUBJECT

Moonlighting & Outside Work

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: ~~January 1, 1999~~ June 7, 2017

I. Purpose

To state Omnitrans' policy on moonlighting or outside work.

II. Scope

All Departments

III. Procedure

- A. All employees are permitted to work a second job as long as it does not interfere with performance of their primary duties. This approval is contingent upon the employee meeting the work demands of Omnitrans, which includes availability for additional hours or overtime when necessary. Also, this outside position must in no way be detrimental to the interests of Omnitrans. Commercial drivers must keep maintain a log and comply with driving hour restrictions as specified by California DMV Title 13 regulations.
- B. If a perspective employee has another job at the time he or she an employee is offered a position with Omnitrans, he or she has another job, the perspective employee must provide written notice of the job, the name of the employer and the hours required for it. Further, any restrictions upon the perspective employee's his or her availability to work for Omnitrans must be stated by the employee.
- C. If an employee obtains a second job or has a personal or financial interest in a business while working for Omnitrans, the employee's must complete and submit the Moonlighting/Outside Business Interest form to their immediate supervisor must be notified immediately, and obtain approval obtained for such outside employment or business interest. Employees' requests concerning outside job interest will be evaluated and a decision will be made by the Department Director based on the potential impact of the proposed outside employment on Omnitrans. If an employee's request to obtain outside employment is denied, the employee may request an appeal of the Department Director's decision to the Director of Human Resources/Safety & Regulatory Compliance. If an employee engages in outside employment for which a request has been denied either initially or on appeal, the employee will be subject to discipline in accordance with Omnitrans policy and any applicable Memorandum of Understanding.
- D. Employees (regular and part-time) with second jobs must be prepared to arrange their work schedule around their Omnitrans work schedule.
- E. Employees who have a financial interest in a business must disclose such interest to Omnitrans in accordance with its conflicts of interest policy.³³



PERSONNEL POLICY MANUAL

POLICY 215 PAGE 2 OF 2

SUBJECT

Moonlighting & Outside Work

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: ~~January 1, 1999~~ June 7, 2017

Omnitrans will not purchase goods or services from a business in which an employee has financial interest.

- F. Activities and duties related to other employment may not be pursued during Omnitrans work hours or on Omnitrans property or other facilities.
- G. The Moonlighting/Outside Business Interest form must be updated each January to ensure personnel files are kept current.



MOONLIGHTING/OUTSIDE BUSINESS INTEREST

EMPLOYEE NAME (print): _____ ID: _____

DEPARTMENT: _____ JOB TITLE: _____

FULL / PART TIME (circle one)

☐ **SECONDARY EMPLOYMENT**

COMPANY NAME: _____ JOB TITLE: _____

DAYS TO BE WORKED: Su M T W Th F Sa (circle all that apply)

HOURS OF WORK: _____ DATE OF HIRE: _____

DESCRIPTION OF JOB DUTIES:

☐ **OUTSIDE BUSINESS (FINANCIAL) INTEREST**

DESCRIPTION:

EMPLOYEE SIGNATURE: _____ DATE: _____

***** OFFICE USE *****

REVIEWING SUPERVISOR NAME (print): _____

POTENTIAL CONFLICT (i.e., working schedule, conflict of interest, etc.): YES / NO (circle one)

COMMENTS: _____

SUPERVISOR SIGNATURE: _____ DATE: _____

DIRECTOR REVIEW: APPROVED / DENIED (circle one)

DIRECTOR SIGNATURE: _____ DATE: _____

HUMAN RESOURCES: _____ DATE: _____



PERSONNEL POLICY MANUAL

POLICY 222 PAGE 1 OF 1

SUBJECT

Employment of Relatives

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: ~~June 6, 2004~~ June 7, 2017

I. Purpose

To state Omnitrans' policy on hiring relatives.

II. Scope

All Departments

III. Procedure

- A. For purposes of this policy, "relatives" is defined as spouses, children, siblings, parents, in-laws, aunts, uncles, cousins, grandparents, grandchildren, and step relatives.
- B. Relatives of employees are eligible for employment with Omnitrans except for a direct supervisory relationship, or in job positions in which morale, favoritism or conflict of interest problems could arise.
- C. Although Omnitrans has no prohibition against hiring relatives of existing employees, each situation will be monitored where relatives work in the same area. In case of actual or potential problems, Omnitrans will take prompt corrective action. This may include reassignment or, if necessary, termination of employment for one or both of the individuals involved.
- D. An employee who marries, will be permitted to continue working in the job position held unless they work in a direct supervisory relationship with one another or in job positions involving conflict of interest.
 1. If a direct supervisory relationship results, all efforts will be made to transfer one of the employees to ensure no conflict of interest arises.
 2. In the event that there is not a transfer available, the employees involved will have the choice of who resigns from the Agency.
 3. If the employees involved can not or will not make a choice, the employee with the most seniority with the Agency will remain and the other employee will be terminated.
- E. Relatives of employees in managerial or higher level positions will not be considered for employment due to the appearance of undue influence and potential conflicts of interest.



SUBJECT

INTERVIEW AND RELOCATION EXPENSES

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: April 5, 2006 June 7, 2017

I. POLICY

It is the policy of OMNITRANS to pay interview and relocation expenses for certain job candidates and newly hired employees that are: (1) the senior management level and above or (2) such other hard to fill positions at the middle management level for which OMNITRANS has difficulty in recruiting and attracting qualified personnel. The position must be essential to the conduct of OMNITRANS business.

A. Interview Expenses

OMNITRANS may pay for travel expenses for top-ranking candidates being considered for employment in the senior or middle management positions. Interview trips normally will be limited to one day.

Travel expenses will include transportation, lodging and meals limited to the allowances normally paid for OMNITRANS personnel as specified in the OMNITRANS Travel/Training Authorization & Expense Reimbursement Policy.

B. Relocation Expenses

Eligible newly hired employees may be reimbursed for incurred relocation expenses within the limits established in this policy. Fifteen thousand dollars (\$15,000) is the maximum allowed for relocation expenses. **It is noted this policy does not cover Real Estate expenses.**

An eligible employee whose relocation expenses are paid by other sources may be reimbursed the difference between what they received and the actual cost of these services up to the maximum allowances of this policy.

Distance Test – OMNITRANS has established a distance requirement in order for an eligible employee to be granted relocation expenses. To meet the Agency's distance test, the distance from the former residence to the new work location must be at least one ~~hundred (100) thousand (1,000)~~ miles more than the distance from the former residence to the former work location.

Moving Expenses – Relocation expenses shall include moving costs for family and household goods up to a maximum of 10,000 pounds, and storage of household goods for up to thirty (30) calendar days. The eligible employee must submit, to the Department of Human Resources, written estimates from three (3) commercial movers. The Director of Human Resources shall select the most appropriate vendor from among the three (3) estimates and will inform the eligible employee. At the discretion of OMNITRANS, expenses for the moving of household goods by a commercial mover may be billed directly to OMNITRANS.

Self Move – For a self move, OMNITRANS may pay the lowest of three (3) commercial estimates or actual out-of-pocket expenses, whichever is lower.

Transportation – An eligible employee will be reimbursed for transportation of the



PERSONNEL POLICY MANUAL

POLICY 224 PAGE 2 of 2

SUBJECT

INTERVIEW AND RELOCATION EXPENSES

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: April 5, 2006 June 7, 2017

employee and his or her family. Air travel must be at the lowest fare available or coach fare, whichever is less. Travel by personal vehicle will be by the most direct route and will be reimbursed at the current OMNITRANS reimbursement rate.

Temporary Living Expenses –OMNITRANS will pay up to thirty (30) days temporary housing expenses. Expenses will be reimbursed at the government rate. If the hotel or temporary housing does not provide government rates, reimbursement will be an average government rate as determined by the Director of Human Resources or his/her designee. The average government rate will be the average of government rates charged by at least three (3) hotels within the San Bernardino County area.

House Hunting Visits –OMNITRANS will pay for one (1) round-trip house hunting visit for the relocating employee and/or spouse for a total of three (3) calendar days. OMNITRANS will reimburse the eligible employee, at the current OMNITRANS reimbursement rate, for transportation, lodging and meals.

Home Visits – An eligible employee may be reimbursed for transportation expenses for up to two (2) round-trip return visits home (within the continental United States) prior to his or her permanent relocation.

OMNITRANS will make reimbursements upon receipt of official documents. The employee must complete relocation within one (1) year of the date of hire. The CEO/General Manager may allow certain additional expenses related to relocation.

If an employee is offered relocation expenses, the offer letter shall include statements of the categories to be reimbursed, the relocation cap, the potential tax consequences of relocation, and a statement that OMNITRANS reserves the right to recover expenses on a pro-rated basis from any employee who voluntarily leaves OMNITRANS prior to the completion of twenty-four (24) months of service. A copy of this policy shall also be included with the offer letter.

II. RESPONSIBILITY

The Human Resources Director is responsible for the general administration of this policy.

III. AFFECTED EMPLOYEES

Interview expenses will be paid for eligible job candidates. Relocation, at the discretion of OMNITRANS, may be extended to all eligible newly hired employees.



SUBJECT

Group Health Related Insurance PlansAPPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

I. Purpose

To state Omnitrans' policy on group health insurance plans.

II. Scope

All Departments

III. Procedure

- A. All regular Omnitrans employees are eligible for the group health plan as provided to the employees of Omnitrans. An eligible employee may include their dependent(s) in all allowable group plans, but the employee will pay the cost in excess of the agreed total contribution provided by Omnitrans. The terms, award, conditions, and group health insurance plans will be specified by Omnitrans' agreement with the insuring company or person acting on behalf of the company. This policy is intended to provide only a general overview of the groups health insurance plans. In the event of a conflict between this overview and Omnitrans agreement with the insuring company, the agreement with the insuring company will control.
- B. Failure to Pay Premiums: The employer's obligation to maintain health insurance coverage terminates if an employee's payment is more than 30 days late while on leave of absence. In the event an employee's premium payment is more than 30 days late while on leave, the employee will be provided with written notice advising that coverage will cease 15 days from the date of such written notice. If coverage lapses due to missed payments, the employee will be restored to the coverage level equivalent to that which the employee would have been entitled had the leave of absence not been taken upon his/her return to work and premium payments are once again made by automatic deductions in payroll.
- C. Plan document summaries will be made available to each employee, and open enrollments will be held annually to provide opportunities to change and/or select a health plan which meet their needs and in accordance with health plan regulations.
- D. Management and Confidential Unit employee premiums, including dependent coverage, are paid at 90% by the Agency.
- E. Upon separation of employment, reduction in work hours, pursuant to MOU, or on an approved leave of absence in excess of twelve (12) weeks (excluding workers' compensation or Pregnancy Disability Leave (PDL)), employees and certain family members have the right to continue healthcare coverage through the federal Consolidated Omnibus Budget Reconciliation Act (Cobra), at their expense, under the Agency's group health plans.
- F. The Medical Plan offers an Opt Out Provision to Teamsters Local 166, ATU³⁹



PERSONNEL POLICY MANUAL

POLICY 601 PAGE 2 OF 2

SUBJECT

Group Health Related Insurance Plans

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

Local 1704 and non-represented employees who ~~whose spouses~~ have receipt of creditable Group coverage either through this Plan or any other creditable Group Plan, which coverage must be recertified each year. Employees also have the right to opt back into the Plan should such other creditable coverage cease, or after an opt out period of 12 months. Such opt-back-in will become effective the month following notification of such loss of alternative coverage or election to enroll. The employee must complete an Opt Out application and provide appropriate documentation to either opt out or opt back into the Plan. Teamsters Local 166, full time members of the ATU Local 1704, and non-represented employees who have an approved opt out will receive two-hundred fifty dollars a month into their 457 savings account. Part-time members of the ATU Local 1704 who have an approved opt out will receive one-hundred twenty-five dollars a month into their 457 savings account. ~~The Teamsters is based on their MOU.~~



PERSONNEL POLICY MANUAL

POLICY 604 PAGE 1 OF 2

SUBJECT

Life Insurance and Long Term Disability Plans

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

I. Purpose

To state Omnitrans' policy on the life insurance plans.

II. Scope

All Departments

III. Procedure

A. All probationary and regular full-time Omnitrans employees are covered by life insurance made available by Omnitrans. All full-time employees will be issued a life insurance policy. The effective date of coverage is the first of the month following date of hire or promotion to full-time status. Coverage amounts depend upon classifications and premiums are paid by Omnitrans. Coverage includes an Accidental Death and Dismemberment Policy with face values equal to the amount of life insurance provided.

B. Additional life insurance is also available to employees that may be purchased through payroll deduction.

C. Schedule of Life Insurance Coverage

A – Upper Management

Upper Management consists of Policy 402 positions in Levels 1,2,3,4,& 5.

Full-paid Life Insurance - \$60,000 including AD&D plus Long Term Disability

B – Middle Management

Middle Management consists of Policy 402 positions in Level 6.

Full-paid Life Insurance - \$40,000 including AD&D plus Long Term Disability

C – Technical/Clerical

Technical/Clerical consists of Policy 402 positions in Levels 7, 8, and 9.

Full-paid Life Insurance - \$30,000 including AD&D plus Long Term Disability

The Director of Human Resources Safety & Regulatory Compliance will allocate newly established classifications belonging to the Management and Confidential Unit to the proper tier. Refer to Policy 402 for a list of classifications and corresponding levels.



PERSONNEL POLICY MANUAL

POLICY 604 PAGE 2 OF 2

SUBJECT

Life Insurance and Long Term Disability Plans

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

D – Represented Employees

ATU full paid Life Insurance \$25,000 30,000 Effective January 1, 2017 2009 including AD&D

Teamsters Full-paid Life Insurance – \$25,000 including AD&D. Effective October 1, 2010.

The terms, award, conditions, and group insurance plans will be specified by the Omnitrans agreement with the insuring company or person acting on behalf of the company. The MOU(s) define the amount available and the extent of how the comprehensive benefit allowance is applied for life insurance. Plan document summaries will be made available to each employee, and open enrollments will be held annually to provide opportunities to change or elect the voluntary life election as indicated in the MOU if applicable.

E. Non Represented Employees

Long Term Disability (LTD) coverage is available to all regular Management and Confidential Unit employees on the first day of the calendar month following the date of hire. Employees are considered disabled if unable, as a result of sickness, accidental bodily injury or pregnancy, to perform the essential job function of their occupation. All Management and Confidential Unit employees will be issued a LTD policy that will explain the benefits and requirements of the program.

Optional term life insurance is extended or made available to each employee, and open enrollments will be held annually to provide opportunities to change or elect the voluntary life insurance.



PERSONNEL POLICY MANUAL

POLICY 605 PAGE 1 OF 2

SUBJECT

Deferred Compensation

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: May 3, 2006 June 7, 2017

EFFECTIVE: July 1, 2006

I. Purpose

To state Omnitrans' policy on Deferred Compensation.

II. Scope

All Departments

III. Procedure

A. Participation in this pre-tax savings plan is available to all employees. The Agency participates in a Deferred Compensation Savings Plan (Plan 457) which is currently administered by the ICMA Retirement Trust. This policy is intended to provide only a general overview of the Deferred Compensation Savings Plan. In the event of a conflict between this overview and Omnitrans' agreement with the ICMA Retirement Trust, the agreement with the ICMA Retirement Trust will control. The Plan limits annual deferrals to 25% of current earning or the IRS Standard, whichever is less.

B. ~~Additionally, m~~Minimum eligibility for Agency contributions is 3* completed years of service as a Management and Confidential Unit employee. Omnitrans provides Agency paid Deferred Compensation for Management and Confidential Unit employees as follows.

1. Agency paid percentages may vary annually from 0 to 4%, depending on performance and length of service as a Management and Confidential Unit employee.

2. Agency paid deferred compensation guidelines are outlined below:

Deferred Comp		Rating = %	
# Years	MIN %	Exceeds Standards	Outstanding
as Management Conf. Employee			
0-2	0+	0%	0%
3-4*	0+	0%	0%
5	1%+	1%	1%
6	1%+	1%	1%
7	1%+	1%	2%
8	1%+	1%	2%
9	1%+	1%	2%
10	1%+	2%	2%
11	1%+	2%	2%
12+	1%+	2%	3%

Years in MC Unit	Meets Standards	Exceeds Standards	Outstanding
5-6	1%	2%	2%
7-9	1%	2%	3%
10-11	1%	3%	3%
12+	1%	3%	4%

3. *For employees who have completed three to four years in the Management and Confidential Unit AND who are ~~Employee must be~~ contributing to the 457 plan, Omnitrans will match 50% of your employee contribution up to 3% (i.e. If you contribute 3%, Omnitrans will match 50% for a maximum contribution of 1.5% of ⁴³



PERSONNEL POLICY MANUAL

POLICY 605 PAGE 2 OF 2

SUBJECT

Deferred Compensation

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: ~~May 3, 2006~~ June 7, 2017

EFFECTIVE: July 1, 2006

your salary.)

**Omnitrans****PERSONNEL POLICY MANUAL**

POLICY 609 PAGE 1 OF 1

SUBJECT**Bereavement**APPROVED BY OMNITRANS
BOARD OF DIRECTORSDATE: ~~January 1, 1999~~ June 7, 2017**I. Purpose**

To state Omnitrans' policy on the recognition of employee's responsibilities that require time away from work for personal family obligations.

II. Scope

All Departments

III. Procedure

- A. Request for Bereavement Leave may be approved by an employee's immediate supervisor, consistent with this section and any applicable Memorandum of Understanding provisions.
- B. Employees on the active payroll who have a death in the immediate family, as defined herein, who take time off from work during his or her normal work schedule, will be granted up to three (3) normally scheduled work days of agency paid Bereavement Leave. An additional two (2) days of accrued leave or unpaid leave may be requested. ~~All eligible employees who are absent from work because of a death in the immediate family, may be allowed to use two days of accumulated sick leave not to exceed five (5) working days for each occurrence. Absence under this policy will be charged to accumulated sick leave, if available.~~
- C. Immediate family shall include an employee's father, mother, brother, sister, spouse, mother-in-law, father-in-law, grand parents or grandchild, child, stepchild, or minor of permanent legal custody.

**SUBJECT****Holidays****APPROVED BY OMNITRANS
BOARD OF DIRECTORS****DATE:** February 3, 2016 June 7, 2017**I. Purpose**

To state Omnitrans' policy on holiday pay.

II. Scope

All Departments

III. Procedure

- A. There are a total of eleven (11)-scheduled holidays during the calendar year. These holidays are divided into Non-Operational Holidays, Operational Holidays and Floating Holidays. A holiday is considered an 8-hour day for payroll purposes.
1. Non-Operational Holidays are days on which no transit service is provided and include New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
 2. Operational Holidays are days on which transit service is provided and include Veterans Day, the Day after Thanksgiving, and the Day before Christmas.
 3. Floating Holidays: Effective 2016 the President's Day and Columbus Day Holidays will be replaced with two (2) floating holidays. Exempt employees and Management Confidential employees must request to use the Floating Holidays during the calendar year based upon approval from their immediate supervisor. Floating Holidays for hourly employees are governed by their respective MOU's.
- B. All non-exempt full time employees (except Coach Operators, Maintenance, Operations and Marketing personnel needed to support the delivery of transit service), are allowed both non-operational and operational holidays at full pay when such holidays occur within their regularly scheduled work period, provided they are in a regular work status, vacation, jury duty or military leave status during any portion of the work day immediately preceding and following the holiday.
- C. Coach Operators and specifically designated (by the appropriate Department Director) Maintenance, Operations and Marketing personnel needed to support the delivery of transit service shall enjoy all except operational holidays. Those employees required to work operational holidays will receive their regular pay in addition to holiday pay, at a straight rate of pay. Such holiday pay will not be

**SUBJECT****Holidays****APPROVED BY OMNITRANS
BOARD OF DIRECTORS****DATE: February 3, 2016 June 7, 2017**

considered for the purpose of calculating overtime pay. Those employees not required to work operational holidays (because they occur on a regularly scheduled day off), will be compensated for such a holiday with full pay. Operational holidays will be compensated only if the employee is in a regular pay status during any portion of the work day immediately preceding and following the holiday.

- D. ~~In cases where~~ Exempt employees are unable to must report for their scheduled work assignment on the day preceding and the day following a holiday ~~due to illness~~. If they are unable to do so because of illness, a doctor's certificate covering the absence(s) must be submitted to the immediate supervisor indicating that the employee was unable to work because of illness ~~indicating the employee's disability for work upon return to work in order for holiday payment to be made.~~
- E. For all employees (except Coach Operators, Maintenance & Operations personnel needed to support the delivery of transit service) non-operational and operational holidays will be ~~allowed~~ observed on the next ~~a Monday after the holiday~~, if any such holiday falls on a Sunday, and will be ~~allowed~~ observed on the preceding Friday if such holiday falls on Saturday. For employees designated as needed to support the delivery of transit service, non-operational holidays only will be allowed on the preceding Friday, if such holiday falls on a Saturday.
- F. Floating ~~H~~holidays accruals ~~earned in a calendar year~~ cannot exceed 1.75 times ~~be accrued beyond the total number of floating holidays allowed each year in this policy.~~ Thus, an employee may accrue a maximum of 3.5 days (or 28 hours) of floating holidays. Once this maximum is reached, the employee will no longer continue accruing floating holiday hours. Floating holiday accruals will begin again once the employee uses a portion of his or her accrued floating holiday hours causing the amount of accrued hours to drop below the maximum. The employee will then begin to again accrue floating holiday hours until the cap is reached. If it becomes necessary for an exempt employee to work on any of the stipulated holidays, then they will be allowed another day off of equal time and pay, following approval by the appropriate Department Director.
- G. Employees (Coach Operators, Maintenance, Operations and Marketing personnel needed to support the delivery of transit service) will not be allowed the choice of receiving pay for the operational holiday listed as the day before Christmas or the day before New Years, but will automatically be compensated for the day before Christmas.



PERSONNEL POLICY MANUAL

POLICY 801 PAGE 1 OF 1

SUBJECT

Smoking

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: May 5, 2004 June 7, 2017

I. Purpose

To state Omnitrans' policy on the use of Tobacco or similar products.

II. Scope

All Departments

III. Procedure

- A. To minimize the health and safety hazards of employees and the general public relative to the use of tobacco or related substances resulting in smoke, flame, or ashes or vapors from cigarettes, cigars, or pipes, e-cigarettes and vape pens, smoking (including vaping) of tobacco products (including e-cigarettes) is prohibited in all Agency locations and on all Agency property and within twenty (20) feet of an Agency main entrance, exit or operable window (except in those areas specifically designated as Smoking Areas) and in all Agency owned or leased vehicles.

For purposes of this policy, "tobacco products" includes but is not limited to smoking, vaping or use of cigarettes, cigars, chewing tobacco, pipes, and e-cigarettes (which refers to any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking, including any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, hookah pen or under any other product name or descriptor).

Employees may smoke in designated Smoking Areas during breaks. Employee parking lots are designated as Smoking Areas.

- ~~Smoking is Prohibited in all locations and within twenty (20) feet of a main entrance, exit or operable window on agency property except those specifically designated as Smoking Areas. Smoking is also prohibited in all Agency owned or leased vehicles.~~
- ~~Employee Parking Lots are designated as Smoking Areas.~~

- B. This policy will be administered through each supervisor. Any questions or issues brought to the Agency's attention regarding the administration of this policy will be resolved in a timely manner, within the best interest of all employees. The Human Resources, Safety & Regulatory Compliance Department will provide counsel to management and employees in cases of questions concerning this policy.

- C. Employees who ~~willfully do not~~ fail to comply with this policy will be subject to disciplinary action, up to and including discharge.

This policy complies with CA Statute, CA Labor Code Section 6404.5, Proposition 65, and The Safe Water & Toxic Enforcement Act of 1986.



PERSONNEL POLICY MANUAL

POLICY 1009 PAGE 1 OF 8

SUBJECT

Travel/Training Authorization and Expense Reimbursement Policy

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

I. Purpose

To outline Omnitrans' policy on authorization and reimbursement of expenses for travel, training and conferences.

II. Scope

Individuals covered by this policy are members of the Board of Directors, Omnitrans' employees and others as designated by the Board of Directors and CEO/General Manager.

III. Procedure

A. Definitions

For the purpose of this policy, the following definition will apply:

1. Local area — within the State of California
2. Out-of-area — out of the State of California
3. Travel Expenses — travel expenses include:
 - a. Meals and lodging
 - b. Transportation charges, including commercial carrier fares, baggage fees, rental car charges, private car mileage, parking fees, bridge and road tolls, taxis, public transit fees, and other miscellaneous charges, as outlined below:
 - c. ~~For emergency repairs to agency vehicle(s) contact the on-duty maintenance shift supervisor for direction.~~

B. Miscellaneous Expenses:

1. Purchase of necessary materials and supplies while traveling when normal purchasing procedures cannot be followed, and reasonable cost for phone calls and business expenses in connection with the preparation of official reports and correspondence.
2. Registration fees for attending conferences, seminars, conventions or meetings of professional societies or community organizations.



PERSONNEL POLICY MANUAL

POLICY 1009 PAGE 2 OF 8

SUBJECT

Travel/Training Authorization and Expense Reimbursement Policy

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

3. Petty cash expenditures may be approved, up to \$100.00, for any individual trip or training session by Department Directors or CEO/General Manager. (Petty cash does not apply to tuition reimbursement.)

4. Unforeseen or unusual expenses must be justified.

C. Travel and Training Authorization

1. Travel and training monies are included in the departments' annual budgets and will not be expended unless budgeted or specifically approved by Department Directors or CEO/General Manager.
2. Department Directors may authorize travel and training requests that are included in approved annual budgets. Travel Authorization forms must be completed and approved by the Department Directors, and the CEO/General Manager. Requests should be made a minimum of 10 days in advance of travel or as appropriate to take advantage of lowest possible rates. Travel Authorization Forms will not be required for a one (1) day meeting or seminar which does not involve hotel, food or travel less than \$100.00.
3. Out of area and local travel expenses reports by the CEO/General Manager, ~~Chairman of the Board, and Board Members~~ must be approved by the Board ~~Chair of Directors, including expense reimbursement.~~

4. ~~Other Travel and Training Requirements~~

~~Unanticipated travel and training requirements may be approved by the CEO/General Manager, if sufficient monies are available in the approved budget to cover expenses. If funds are not available, approval by the Board of Directors is required.~~

D. Mode of Travel and Payment of Expenses

Travel is to be accomplished by utilization of the most cost-effective and direct mode(s) of travel. Pre-payment of expenses will be used to take advantage of applicable discounts, except in emergency situations.

E. Reimbursable Expenditures

1. Omnitrans will reimburse individuals covered by this policy for actual, reasonable, and necessary expenses incurred during travel on approved Omnitrans business. Requests for reimbursements for all reasonable



PERSONNEL POLICY MANUAL

POLICY 1009 PAGE 3 OF 8

SUBJECT

Travel/Training Authorization and Expense Reimbursement Policy

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

expenses are to be made to the Department Director or designee to ensure that all employees are treated consistently, all information necessary to evaluate a claim and comply with tax requirements is provided by all employees, and reimbursements are sought in a timely manner so that necessary and reliable information is available and travel budgets can be effectively monitored.

F. Automobile Use

1. Legally required licenses and insurance must be current before any automobile is permitted to be used for Agency business travel. Employees must report any change in insurance; failure to disclose will is subject an employee to discipline, up to and including discharge. It will be the employees' responsibility to maintain current acceptable license and insurance in accordance with minimum requirements for the State of California (recommended limits are 300/500 for liability). If use is frequent, the employee must supply proof to their Department Director and in the case of Department Directors, the CEO/General Manager, of appropriate license and insurance requirements.
2. Use of Agency automobiles is required for single day travel within Southern California, when available. Operations administrative staff is available to release vehicles in the early a.m. hours and will request to see a valid driver's license.
3. ~~Assignment of Agency automobiles for designated classifications prohibits personal use by the employee, and requires the employee to commute to and/or from work in the vehicle. The employee may not use the vehicle for personal purposes, other than commuting or de minimis personal use. The vehicle must be owned or leased by the Agency. The Agency must account for the commuting use by including an appropriate amount in the employee's gross income. The taxation of employees assigned a government owned/leased vehicle is set by the Internal Revenue Service (IRS). The Agency may require, from the employee, annual documentation as to the approximate usage.~~
4. 3. When an Agency automobile is not available, business use of a personal auto shall be reimbursable for the driver only at the same rate-per-mile as allowed by the Internal Revenue Service. Business use for reimbursement purposes is defined as transportation expense incurred in the performance of their jobs (not for commuting purposes).
5. 4. Automobile rentals, when other convenient forms of ground transportation



PERSONNEL POLICY MANUAL

POLICY 1009 PAGE 4 OF 8

SUBJECT

Travel/Training Authorization and Expense Reimbursement Policy

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

are not available, shall be reimbursed at actual cost. Compact or mid-size cars will be used unless space requirement or availability makes them unavailable or impractical. **Purchase of rental insurance is not necessary due to Agency liability insurance and will not be reimbursed.**

6. 5. Automobile parking fees, bridge and highway tolls, and fuel for Agency automobiles shall be reimbursed at actual cost if supported by receipts.

G. Travel on Common Carriers

1. All reservations for inter-city travel by common carriers (airplane, inter-city bus, and rail) will be made through travel web sites. Omnitrans' employees are instructed to find the lowest rate available.
2. If individuals elect to extend their stay one or two weekend days in order to secure a lower airfare, they will be entitled to reimbursement for food and lodging costs during the weekend, before or after, only if the difference in airfare between the lowest weekly rate and the lower weekend rate is more than the additional food and lodging costs, and extending their stay would not invalidate the preferred government lodging rate. Advanced approval is required by Department Directors or CEO/General Manager, and employees will not receive additional compensation for weekend days.

H. Ground Transportation

Costs of taxicab and airport limousine services necessary to reach designations required for Omnitrans business shall be reimbursed if supported by receipts. Receipts will not be required for travel on public transit unless readily available, (i.e. Metrolink or similar ticket that can be retained by the employee).

I. Lodging

1. When location of lodging is not pre-determined by meeting site, travelers on Omnitrans business will be expected to secure lodging that is safe, clean and comfortable, but moderately priced.
2. Lodging shall be reimbursed at the single occupancy rate. It is the responsibility of the individual to obtain the lodging rate for both single and double occupancy and indicate only the single rate on their expense report claim, if applicable (e.g., if spouse accompanies authorized traveler). If there is only one room rate for the conference or seminar for single or double, then the entire amount may be claimed.



PERSONNEL POLICY MANUAL

POLICY 1009 PAGE 5 OF 8

SUBJECT

Travel/Training Authorization and Expense Reimbursement Policy

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: ~~July 1, 2015~~ June 7, 2017

3. Omnitrans' representatives will request government rates for lodging and rental cars, where available.

J. Meals

Meals shall be reimbursed when it is necessary for an individual authorized to travel on Omnitrans' business, or to conduct official business during a meal in accordance with the following guidelines:

1. The meal involves Omnitrans' business under circumstances that the employee's usual meal arrangements are disrupted; and,
2. The circumstances are such that it is impractical to complete the business during normal working hours, or the meal expense is incurred while the employee is away from the service area on Omnitrans' business; or,
3. When a business conference is held during the normal meal period regarding matters of direct interest to Omnitrans.
4. Meals will not be reimbursed if available on a complimentary basis or included in registration or conference fees, and shall be deducted from the per diem on the expense report.
5. Meals purchased for individuals other than employees approved for reimbursement will be included on entertainment line of expense report. Names, dates and purpose of meals will be included in the "notes" column of the expense report.
6. Reimbursement for meals, including tips, will be made based on per diem rates per city, state, or zip code as published by GSA (US General Services Administration) on the website: <http://www.gsa.gov/portal/content/101518> (see example from website attached).

K. Other Business Expenses

1. The CEO/General Manager, employees at the position of Manager or higher, or employees designated by the CEO/General Manager, are authorized to be reimbursed for the costs of their meal and the meal of officials or employees of transit agencies, or agencies or companies which transact business with Omnitrans, if the purpose of the meal was business related.
2. Communications costs, including telephone, telegraph, postage, and facsimile charges in connection with Omnitrans business will be reimbursed



PERSONNEL POLICY MANUAL

POLICY 1009 PAGE 6 OF 8

SUBJECT

Travel/Training Authorization and Expense Reimbursement Policy

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

on a "per cost" basis.

3. During extended travel (one night or more away from home), personal telephone calls billed to your hotel room will be reimbursed up to maximum amount of seven (\$7.00) dollars per day when out of state and five (\$5.00) dollars per day for calls within California. Documentation of personal calls is required.

L. Training and Conference Registration Fees

The full cost of properly authorized training and conference registration fees can be prepaid by the Agency by means of normal purchasing, or be paid at the site in either one of two ways:

1. If individuals pay with a personal credit card for previously approved travel, their expenses will be reimbursed in accordance with this policy when submitting an expense report. If an Agency P-Card is used, it must be recorded on the expense report.
2. Training or conference registration fee(s) can be paid by the employee with a personal credit card or Agency P-Card and included on the "Employee Expense Report" after completion of the trip. Those employees wanting their trip pre-paid and cash advanced for travel must use a Requisition and Purchase Order form as defined in the Agency Purchasing Manual. In all cases, the registration must appear on the expense report and how it was paid.

M. Non-reimbursable Expenses

All costs not specifically identified in this document as reimbursable are to be disallowed, including but not limited to, the following:

1. Flowers and gifts given for non-business purposes or reasons.
2. Initiation fees and membership dues for airline "high mileage" clubs, or other similar organizations.
3. Travel expenses for a spouse or child.
4. Discretionary personal expenditures not incidental to Omnitrans business. Examples would include: personal entertainment, newspapers, magazines, haircuts, laundry, etc.



PERSONNEL POLICY MANUAL

POLICY 1009 PAGE 7 OF 8

SUBJECT

Travel/Training Authorization and Expense Reimbursement Policy

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

5. Extra expenses at home while traveling, such as care of dependents or pets, or a residence caretaker service.
6. Personal travel and accident insurance.
7. Personal medical costs incurred while traveling on Omnitrans business.
8. Alcoholic beverages whether or not they accompany a meal.
9. Any other cost not directly incidental to Omnitrans business.

N. Receipts, Travel Advances and Expense Reports

Receipts

1. Receipts must be submitted for each item of expense, except fares when utilizing local public transit, unless they are readily available, such as a Metrolink ticket.
2. If receipts are lost or cannot be obtained, a statement to that effect shall be made under penalty of perjury and the reason given to the Department Director or CEO/General Manager if applicable. In the absence of a satisfactory explanation, the amount will not be allowed.
3. Receipts shall be the original copies only, except for personal credit card receipts. Credit card copies without account numbers may be used.

Travel Advances

1. Travel advances are intended to cover expenses while on approved Agency travel, except airline and registration fees for those persons who do not wish to use their personal credit card.
2. A travel advance may be requested for projected costs. The request should be submitted a minimum of ten (10) working days, but no more than thirty (30) days, prior to the beginning of travel. Travel advances may be requested to cover seventy-five percent (75%) of projected living expenses for food and local transportation, and miscellaneous costs.
3. Only one outstanding travel advance shall be allowed per employee at any one time. Additional requests will be denied until prior advances have been cleared through submission of an Employee Expense Report and repayment



PERSONNEL POLICY MANUAL

POLICY 1009 PAGE 8 OF 8

SUBJECT

Travel/Training Authorization and Expense Reimbursement Policy

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 June 7, 2017

of excess monies paid in advance, if appropriate, but in no cases later than five (5) working days after completing the trip.

Expense Reports

1. No travel expense shall be paid unless submitted on an Employee Expense Report, or Petty Cash Voucher (\$100.00 maximum). (Attachments 1 and 2).
2. The ~~purpose or~~ objective of each trip for which reimbursement is claimed must be shown on the Employee Expense Report, P-Card charges, ~~or~~ Petty Cash Voucher(s), and advances.
3. Inclusive dates of each trip must be shown.
4. Each expense must be itemized.
5. Mileage reimbursement will be at the current IRS approved rate. Total mileage cost cannot exceed the least expensive mode of transportation (i.e. airline ticket is \$100.00, maximum mileage would be \$100.00).
6. Contract employees will report expenses to their employer and bill Omnitrans under terms and conditions specified in their contract.
7. Expense Reports for the Directors shall be approved by the CEO/General Manager. The CEO/General Manager's Expense Reports shall be approved by the Chairman of the Board. Expense Reports for Board members shall be approved by the CEO/General Manager.
8. It is the responsibility of the approving authority to ascertain the necessity and appropriateness of the expense(s) for which reimbursement is being sought. Employee Expense Reports, and Petty Cash Vouchers, P-Card charges and advancements will also be reviewed by the Finance Department prior to payment to ~~ensure~~ ensure that all expenses submitted are allowable under this policy.
9. Expense Reports are due to the Department Director within five (5) working days of the last day of travel. The CEO/General Manager may approve Employee Expense Reports filed after five (5) working days if the individual was unable to file a timely report due to extreme and unusual circumstances.
10. If an individual has received a travel advance and does not submit an Employee Expense Report on a timely basis to settle the advance, the advance shall be deducted from any other monies owed to that individual.

Vendor #	Employee Name	Employee #	Dept #	Department Name		Page #	Total Pages
	John Snow	#0001	1600	Human Resources/Safety Regulatory Compliance		1 of 1	1
Travel							
Date's	Notes						
04/20/17	Employment Law Conference, Atlanta, GA						
04/21/17							
04/22/17							
04/23/17							
04/24/17							
DATES INCURRED	04/20/17	04/21/17	04/22/17	04/23/17	04/24/17		
						incurred Expense	received in Advance
							due Emp/Omni
							Account #
NOTE: the GSA rate for first and last day of travel is paid at 75%. You must put the GSA rate in cell C19 & attach the GSA printout for destination city.							
GSA rate for city from website : http://www.gsa.gov/portal/content/101518 Policy 1009: Travel/Training Authorization and Expense Reimbursement Policy							
\$ 56.00 Destination City: Atlanta, GA	75%	100%	100%	100%	75%		
Meals & Incidentals	42.00	56.00	56.00	56.00	42.00	252.00	120.00
Meals Provided by Training/Seminars	13.00	13.00	13.00	13.00	13.00	(65.00)	
Lodging	180.31	180.31	180.31	180.31		721.24	180.31
Car Rental (Cab/Shuttle)	50.00				50.00	100.00	0.00
Parking / Fuel	10.00	10.00	10.00	10.00	10.00	50.00	0.00
\$0.540 Personal Vehicle Mileage (Only driver is qualified)	35				35	37.80	0.00
Airline Tickets	176.80				186.94	363.74	363.74
Telephone (\$5(CA) \$7(Out of State))	7.00	7.00	7.00	7.00	7.00	35.00	0.00
Supplies (Office, Computer)							
Training/Seminars	1,995.00					1,995.00	1,995.00
Miscellaneous							
ITEM TOTALS	2,467.01	240.31	240.31	240.31	301.84	0.00	0.00
Note: Report is due to your Director within 5 working days after last day of travel .							
Send Check To:	Employee						
Street Address							
City, State, Zip							
Phone, Fax No.							
	signature: John Snow	date: 4/24/17		signature:		date:	
	print name: John Snow			print name:			

ITEM # E6

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Marjorie Ewing, Director of Human Resources Safety & Regulatory Compliance

SUBJECT: RE-EVALUATION OF EXISTING IT POSITIONS

FORM MOTION

Approve the re-evaluation of two existing positions: Database Administrator, Level IV to a Level III with a new title of Database Manager; and re-evaluation of Network Technician, from Level VI to Level V effective June 7, 2017.

This item was reviewed and recommended for approval by the Administrative and Finance Committee at its May 11, 2017 meeting.

BACKGROUND

These two positions were re-evaluated in compliance with Omnitrans' Salary Administration Program. Based on the completion of the questionnaire, analysis and review by the Director of Human Resources & Safety Regulatory Compliance, the two positions have met the threshold for a level change due to increased elements of duties.

The position title Database Administrator, resides in the Information Technology (IT) Department. The position has an incumbent in place, since July 16, 2008. In addition to existing duties, the employee will be responsible: to develop and maintain Automatic Vehicle Location (AVL) service; develop customized reports from SAP databases; develop various functions and reports from Trapeze TransitMaster databases; and develop and maintain Transtrack interface functions and reports; and directly supervises the Application Developer and Web Designer. The Job Description and Position Information Questionnaire indicating the duties and responsibilities are attached. The adjustments proposed are representative of the essential duties and responsibilities required today.

The Network Technician, Level 6, resides in the Information Technology (IT) Department. The position has an incumbent in place, since June 10, 2015. The position is an entry level position, resolving help desk tickets, monitoring and managing system alerts and notifications and other duties. In addition to existing duties the employee will be responsible for: network systems project management, surveillance systems technical support, assisting the Network

Administrator with datacenter systems performance and maintenance. The Job Description and Position Information Questionnaire indicating the duties and responsibilities are attached. The adjustments proposed are representative of the essential duties and responsibilities required today.

FUNDING SOURCE

Funding for the positions re-evaluation of the Database Manager and the Network Technician does not increase position head count. The total annual additional cost for FY18 is \$8,522.87; for FY17 the cost is \$710.24 for one month and can be absorbed in the Fiscal Year 2017 Information Technology Department budget.

Department: 1320
Expenditure Code: Various

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

CONCLUSION

Approval of this agenda item supports the Fiscal Year 2017 Management Plan, Strategic Initiative 6 – Workforce Development.

PSG: ME

OMNITRANS Job Description

Job Title: Database Administrator Manager
Department: Information Technology
Reports To: Director of Information Technology
FLSA Status: Exempt
Approved By: Board of Directors
Approved Date: January 9, 2008
Revised: April 26, 2017

SUMMARY

Plans, designs, installs, and manages relational databases—Oracle, MS SQL, MySQL. Plans, designs, installs and manages data warehouse, data mart and data cube. Plans, designs, installs, and manages business intelligence systems. Creates and manages data dictionary, data flow diagram, and meta data. Develops and maintains Automatic Vehicle Location (AVL) service. Responsible for SAP systems to provide BASIS and all functional module maintenance; develops customized reports from SAP databases. Develops various functions and reports from Trapeze TransitMaster databases. Develops and maintains Transtrack interface functions and reports.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Conducts data flow understanding and mapping.

Designs database, data warehouse, and data cube architecture.

Responsible for coding PL/SQL and T-SQL.

Responsible for project management.

Performs research for new technology.

Monitors and troubleshoots database performance.

Maintains database related documentations and standards.

Conducts database backup and data synchronization.

Works with the infrastructure team to maintain and upgrade database hardware.

Works with vendors and business associates to implement and maintain databases for business applications.

Job Title: Database Administrator Manager

Department: Information Technology

Page 2

Develops and maintains Automatic Vehicle Location (AVL) service to exchange data with NextBus provider and also provide live bus location information to the public.

Responsible for SAP systems to provide BASIS and all functional module maintenance. Additionally, develops customized reports from SAP databases per customer requests to allow more efficient use of SAP ERP/ SRM systems. Maintains and upgrades Omnitrans SAP databases as needed. Troubleshoots and corrects SAP functional discrepancies as identified by end users, including researching recommended solutions, reviewing existing configurations, meeting with and contracting consultants when necessary, creating test environments, leading users through test scenarios to ensure resolution of issues.

Develops various functions and reports from Trapeze TransitMaster databases to allow more efficient use of the data collected (APC count analyzing, location information, etc.)

Develops and maintains Transtrack interface functions and reports to provide exchange data between agency and Transtrack. (An FTA requirement for Omnitrans.)

Develops and maintains custom programs to support end use requests.

Manages a team of developers in development and maintenance of all Omnitrans custom reports and programs.

~~Introduces new business intelligence processes~~

SUPERVISORY RESPONSIBILITIES

~~This job has no supervisory responsibilities.~~ Directly supervises the Application Developer and the Web Designer. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree (B.A.) from a four-year college or university in computer science, information systems, applied mathematics, business administration, physics, economics, or related field; and five to seven years of related experience in application development, and three to five years of project management and database management; or an equivalent combination of education and experience. Experience with: Oracle, MS SQL, MySQL, Sybase, PL/SQL, T-SQL, Data Flow Diagram, Operating Systems, and Programming Languages.

Job Title: Database Administrator Manager

Department: Information Technology

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LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, and occasionally required to talk or hear. There are no specific vision requirements.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

OMNITRANS

POSITION INFORMATION QUESTIONNAIRE

EMPLOYEE NAME: Alex Chen

DATE: 07/1/2016

POSITION TITLE: Database Administrator (Recommend change to Level 4 Database Manager) Level 3

OTHER TITLES COMMONLY USED (If no other titles are used, indicate by writing "N/A" in the space below)

Database Analyst, Database Architect, Database Engineer, Database Specialist

PURPOSE

This questionnaire is designed to gather relevant information about the nature of each job performed in the Company. It is not an evaluation of you or your performance. It gives you the opportunity to explain the significant features of your job by responding to a series of questions. The information you provide will be used to develop a position description and to establish an appropriate and competitive pay range for your job.

We are asking you for this information because you are in the best position to know exactly what you do, how you do it, and what you need to know to perform the work properly.

INSTRUCTIONS

Please read through the entire questionnaire to understand its scope before answering any of the questions. Then, complete each section; please be specific and precise, describing the position as it currently exists according to your duties and responsibilities. Since this questionnaire is used for all types of jobs, some questions will not apply to your position and the work you do. Please read and answer all questions, marking those that do not apply with "N/A" (not applicable). If you need additional space to answer any of the questions, please continue your answers on the back of the appropriate page.

When you have completed the questionnaire, please sign your name in the space provided below. Please forward the completed questionnaire to your supervisor for review.

Completed by: Alex Chen Date: 01/20/2016

Reviewed by: Jacob Harms Date: 01/20/2016

SECTION 1: -- WORK HISTORY

Please answer each of the following questions.

1. WHAT IS THE NAME OF THE DEPARTMENT IN WHICH YOU WORK?

_____Information Technology_____

2. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN WITH THE ORGANIZATION?

YEARS: 7 MONTHS: 7

3. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN IN YOUR PRESENT POSITION?

YEARS: 7 MONTHS: 7

4. WHAT TWO PREVIOUS POSITIONS HAVE YOU HELD WITHIN THE ORGANIZATION, IF ANY, AND WHAT WAS THE LENGTH OF TIME YOU HELD EACH (please list the last/most recent position first)?

TITLE: Database Administrator YEARS: 7.5

TITLE: _____ YEARS: _____

5. WHAT IS YOUR SUPERVISOR'S NAME: Jacob Harms

6. WHAT IS YOUR SUPERVISOR'S TITLE: IT Director

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES

1. STATE BRIEFLY (in one or two sentences) THE PRIMARY PURPOSE OF YOUR JOB AS IT HAS BEEN DESCRIBED TO YOU, OR AS YOU UNDERSTAND IT.

Plan, design, install, and manage relational databases - Oracle, MS SQL, MySQL

Plan, design, install, and manage data warehouse, data mart and data cube

Plan, design, install, and manage business intelligence systems

Create and manage data dictionary, data flow diagram, and meta data.

Develop and maintain Automatic Vehicle Location (AVL) service to exchange data with NextBus provider and also provide live bus location information to public.

Be responsible for SAP systems to provide BASIS and all functional module maintenance. Additionally, develop customized reports from SAP databases per customer requests to allow more efficient use of SAP ERP / SRM systems.

Develop various functions and reports from Trapeze TransitMaster databases to allow more efficient use of the data collected (APC count analyzing, location information, etc.)

Develop and maintain Transtrack interface functions and reports to provide exchange data between agency and Transtrack. (An FTA requirement for Omnitrans.)

2. ON THE NEXT PAGE STATE BRIEFLY, CLEARLY, AND CONCISELY THE THINGS THAT YOU DO ON YOUR JOB. BEGIN WITH THOSE REGULAR DUTIES THAT NORMALLY TAKE MOST OF YOUR TIME AND/OR THAT YOU CONSIDER TO BE MOST IMPORTANT. IN THE COLUMN ON THE RIGHT, INDICATE THE APPROXIMATE PERCENT OF YOUR TOTAL WEEKLY TIME SPENT PERFORMING EACH DUTY.

Use simple, non-technical words to describe your work. You should find it helpful to begin each statement of your duties with a verb descriptive of the kind of action you are required to take. Some of the verbs commonly used are listed below:

administer	arrange	check
advise	allocate	assemble
operate	originate	post
review	transfer	distribute
analyze	audit	coordinate
approve	calculate	control
compile	formulate	promote
compute	initiate	purchase
counsel	payout	recommend

design	maintain	regulate
develop	make	schedule
direct	meet	set up
establish	negotiate	specify
examine	organize	supervise
expedite	plan	type
file	prepare	verify
write	tabulate	monitor

Select the proper verb carefully. Be sure that the words you use mean exactly what you intend them to mean - for example: "type a report," "write a report," "add figures," "negotiate contracts," "approve contracts," "meet with vendors," etc.

Develop and maintain custom reports associated with Omnitrans enterprise systems (Trapeze, SAP, etc.)

Maintain and upgrade as needed, Omnitrans SAP databases.

Develop and maintain custom programs to support end user requests.

Troubleshoot and correct SAP functional discrepancies as identified by end users, including researching recommended solutions, reviewing existing configurations, meeting with and contracting consultants when necessary, creating test environments, leading users through test scenarios to ensure resolution of issues.

Manage team of developers in development and maintenance of all Omnitrans custom reports and programs.

SECTION 2: - JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

	Responsibilities	Percent of Time Per Week
a.	Conduct process flow understanding and mapping	10%
b.	Design database, data warehouse, data cube architecture	20%
c.	Coding PL/SQL and T-SQL	20%
d.	Project Management	10%
e.	New technology research	5%
f.	Monitor and troubleshoot database performance	5%
g.	Maintain database related documentations and standards	5%
h.	Conduct database backup and data synchronization	5%
i.	Work with the infrastructure team to maintain and upgrade database	5%
j.	Work with vendors and business associates to implement and maintain databases for business applications	10%
k.	Following up and reviewing work of subordinates	5%
l.	_____	_____
FULL TIME TOTAL PERCENT		100%

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

3. BRIEFLY GIVE TWO (2) EXAMPLES OF THE MOST DIFFICULT TYPES OF PROBLEMS YOU FACE IN YOUR WORK:

Base on findings of current processes, come out with application design to satisfy the agency's needs.

Introduce new business intelligence process

Researching critical errors in finance relating to tracking payments and correcting errors in SAP, especially because these situations are typically extremely time sensitive,

4. LIST THE ASPECTS OF YOUR JOB, IF ANY, THAT ARE CONSIDERED CONFIDENTIAL OR SENSITIVE IN NATURE:

Possibility to process security personnel information (all personal employee information is accessible due to database and enterprise system maintenance responsibilities, as well as all financial information)

SECTION 3: - EDUCATION AND EXPERIENCE

1. WHAT IS THE MINIMUM LEVEL OF EDUCATION REQUIRED BY SOMEONE TO PERFORM YOUR JOB SATISFACTORILY. PLEASE CHECK ONLY ONE ITEM.

_____ No formal education is necessary

_____ High school diploma

_____ Training beyond high school in a special trade or field

_____ A two-year college degree (AA or AS) in _____

 x A four-year college degree(BA) in: Computer Science, Information System, Mathematics, Applied Mathematics, Business Administration, Physics, Economics

_____ Post-graduate training or an advanced degree field: _____ degree

2. PLEASE LIST ANY SPECIALIZED SKILLS, TRAINING, COURSE WORK, SEMINARS
OR CERTIFICATE PROGRAMS REQUIRED TO PERFORM THIS JOB:

Oracle, MS SQL, MySQL, Sybase, PL/SQL, T-SQL, Data Flow Diagram,
Operating Systems, Programming Languages

SECTION 3: - EDUCATION AND EXPERIENCE (continued)

3. WHAT TYPES OF EQUIPMENT, MACHINERY, OR TOOLS, IF ANY, MUST YOU USE IN THE PERFORMANCE OF YOUR JOB DUTIES?

Personal computer, programming IDE environment, database IDE environment , server

4. EXPERIENCE REQUIREMENTS:

- A. PLEASE LIST THE MINIMUM TYPES AND LENGTH OF WORK EXPERIENCE REQUIRED BEFORE A PERSON CAN PERFORM YOUR JOB:

Type of Experience	Length of Time
Application Development _____	5 – 7 years _____
Project Management _____	3 – 5 years _____
Database Management _____	3 – 5 years _____
AVL Information Utilization _____	3 – 5 years _____
SAP ERP/SRM system Utilization _____	3 – 5 years _____

Total Work Experience: _7 years_____

- B. WHAT IS THE LENGTH OF THE TRAINING PERIOD REQUIRED FOR A NEW EMPLOYEE ON YOUR JOB TO BECOME FULLY FUNCTIONAL IF HE/SHE POSSESSES THE QUALIFICATIONS YOU HAVE LISTED ABOVE?

__6 months_____

- C. IF RECRUITING FOR THIS POSITION, IN WHAT INDUSTRIES WOULD YOU LOOK?

____Position would be extremely difficult to replace with a single candidate. Would most likely need to hire a database administrator as well as a senior software developer with experience in SAP and SRM

- D. IF RECRUITING FOR THIS POSITION, WHAT MIGHT BE THE CANDIDATE'S CURRENT JOB TITLE?

Database Architect / Senior Software Developer

SECTION 4: - SUPERVISORY RESPONSIBILITIES

1. THE FOLLOWING THREE STATEMENTS DESCRIBE LEVELS OF SUPERVISORY RESPONSIBILITY. CHECK THE ONE THAT BEST DESCRIBES YOUR JOB.

- ☐ I do not manage the work of others.
- ☐ I provide work direction to others, but do not have direct performance appraisal responsibility for them.
- ☒ I have full supervisory responsibility for others, including performance appraisal and delegated authority to hire, fire, and approve salary actions.

I have this responsibility for:

- ☐ non-management employees only,
- ☐ management or professional employees only, or
- ☐ both non-management and management employees.

2. IF YOU DIRECTLY SUPERVISE OTHER EMPLOYEES, INDICATE THE TITLE(S) OF THE POSITION(S) SUPERVISED AND, FOLLOWING THE TITLE, THE NUMBER OF EMPLOYEES ASSIGNED TO THE POSITION(S). IF YOU DO NOT SUPERVISE ANYONE DIRECTLY, PLEASE MARK "N/A".

TITLES(S)	NUMBER OF PEOPLE
Application Developer	1
Web Designer	1

3. IF YOU INDIRECTLY SUPERVISE OTHERS (that is, if you have people report to you through someone else who then reports to you directly), INDICATE THE TITLE(S) OF THE POSITION(S) INDIRECTLY SUPERVISED AND, FOLLOWING THE TITLE(S), THE NUMBER OF EMPLOYEES ASSIGNED TO EACH POSITION.

TITLE (S)	NUMBER OF PEOPLE
n/a	

SECTION 5: - ORGANIZATIONAL CONTACTS

1. LIST THE TITLES OF PEOPLE WITHIN THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB. IN ADDITION, PLEASE LIST THE REASON FOR THESE CONTACTS AND THE FREQUENCY OF THESE CONTACTS (FOR EXAMPLE, YOU MAY SPEAK WITH A PAYROLL CLERK ONCE PER WEEK TO RELAY INFORMATION ABOUT NEW HIRES).

Title	Reason for Contact	How Often?
Departmental User	Get user needs in Interface design	20%
Web Designer	Coordinate data interface requirements	20%
Application Developer	Coordinate data source and data model	20%
System Engineer	Coordinate server and storage locations	10%
Project Manager	Management IT Project	20%
Network Administrator	Coordinate server and storage locations	10%
_____	_____	_____
_____	_____	_____

2. LIST THE TITLES OF PEOPLE OUTSIDE THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB (e.g., vendors, bankers, service companies, etc.). ALSO LIST THE NAME OF THE ORGANIZATION THEY WORK FOR, THE REASON YOU HAVE CONTACT WITH THEM, AND THE FREQUENCY WITH WHICH YOU INTERACT WITH THEM.

Title	Organization	Reason for Contact	How Often?
SAP Consultants	SAP	Application need in the agency	Monthly
Technical People	Microsoft	MS-SQL Database and NET	Monthly
Technical Coordinator	NextBus	Application need in the agency	Monthly
Technical Coordinator	TransTrack	Application need in the agency	Monthly
_____	_____	_____	_____

SECTION 5: - ORGANIZATIONAL CONTACTS (continued)

THIS ITEM ALSO PERTAINS TO THE INTERPERSONAL CONTACTS WHICH YOU MUST MAINTAIN WITH OTHER EMPLOYEES, VENDORS, EXECUTIVES OF THE COMPANY AND/OR OUTSIDE INDIVIDUALS OF VARIOUS TYPES IN YOUR NORMAL DAILY WORK. CHECK THE STATEMENT THAT MOST ACCURATELY REFLECTS THE TYPE OF CONTACTS YOU NORMALLY HAVE.

- _____ The personal contacts I have during a normal workday are with my immediate associates in my section and generally deal with matters of a routine nature. My contacts require ordinary courtesy to avoid friction in relationships.
- _____ The personal contacts I have are generally of a routine nature in one or several other sections, departments, or divisions, or they require close collaboration with other members of the same section, department, or division.
- ☒ The personal contacts I have involve telephone or written communication with individuals primarily inside, but occasionally outside, the Company and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent telephone or written communication with individuals outside the Company in administrative positions and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent personal contact with individuals in management or executive positions, wherein I present information and recommendations. I (may) also answer outsiders' requests for nonroutine information requiring tact in presentation.
- _____ My personal contacts are of considerable importance inside and outside the Company wherein failure to exercise judgment or diplomacy may result in losses to the Company.
- _____ I have regular contact with the Board of Directors of the Company.

SECTION 6: - PLANNING

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF OPTIONS CONCERNING THE SCOPE OF THE PLANNING ACTIVITIES THAT A PERSON DOES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES YOUR PLANNING RESPONSIBILITIES.

_____ I do not do any planning.

_____ I plan my own work load.

 X I plan my own work load and the work of one or more people in my work group.

_____ I plan the work for the entire department.

_____ I plan the work for two or more departments.

_____ I plan the work for the entire region.

_____ I plan the work for the entire organization.

SECTION 6: - PLANNING (CONTINUED)

If you do some form of planning, please identify the timespan of your planning activities.

_____ I only plan my work on a day to day basis.

_____ I plan on a weekly basis.

_____ I plan on a monthly basis.

_____ I plan projects with a month to six month timespan.

 X I plan projects with a six month to one year timespan.

_____ I plan for annual budgets and up to 2 years in advance.

_____ I am involved in strategic planning for the organization and plan on a 3 to 5 year basis.

SECTION 7: -SKILLS AND ABILITIES

Please check the statement that most closely matches the skills and abilities required for the position.

LANGUAGE SKILLS

- _____ Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.
- _____ Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- _____ Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.
- ___x___ Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- _____ Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.
- _____ Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

SECTION 7: -SKILIS AND ABILITIES (continued)

MATHEMATICAL ABILITY

- _____ Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.
- _____ Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- _____ Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- x Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

- _____ Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.
- _____ Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- _____ Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- _____ Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- x Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

SECTION 8: - ACCOUNTABILITY

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF POSSIBILITIES CONCERNING THE TYPE OF SUPERVISION AND GUIDANCE A PERSON RECEIVES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES THE KIND OF SUPERVISION YOU RECEIVE.

- _____ I am constantly supervised; I make no decisions independently and work according to procedure.
- _____ I am closely supervised; I have very little flexibility in the methods I use or in assigning priorities to my tasks.
- _____ I am frequently supervised; My activities are governed by well established rules and procedures and are periodically monitored; some flexibility to determine method or scheduling.
- _____ I am generally managed; My activities are governed by general department and of company rules and procedures or schedules and are sometimes monitored; moderate flexibility to determine method, high flexibility to determine scheduling.
- _____ I have occasional oversight; My activities are governed by general organizational roles and procedures, I have considerable autonomy within established timeframes.
- X I work independently on a major function, guided by company policies. I exercise a high degree of initiative involving major programs and commitment. My work is monitored by exception and management information reports. I am almost autonomous in my work.
- _____ My work is entirely self-directed; I answer only to the Board of Directors.

SECTION 9: - DECISION-MAKING, COMPLEXITY AND PROBLEM-SOLVING

1. EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE POSITION IN A RANGE OF POSITIONS CONCERNING THE VARIETY OF WORK DONE WITHIN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE VARIETY OF TASKS THAT ARE NORMALLY A PART OF YOUR JOB.

_____ I perform routine and generally repetitive duties involving little or no variety. I follow simple and easily understood procedures that do not require independent judgment and analysis.

_____ I work on a limited variety of routine tasks which are relatively simple tasks of a clerical or manual nature; I may make minor decisions involving accuracy, quality, method of operation or set-ups.

_____ I work on a wide variety of routine tasks that involve some choice of action within limits.

_____ I work on diversified tasks that involve a wide range of complex but standardized procedures, semi-routine duties may involve solving frequent problems. I work according to assigned objectives and may work independently on special projects.

_____ I work on non-routine tasks within general procedures or guidelines, and that involve the analysis and solution of complex problems based on facts, within broad policies and objective guidelines.

_____ I do specialized or technical work with unclear guidelines. My work is analytical and involved, and requires judgment where policies and methods are not well established, problem solving requires innovation, ingenuity, planning, and coordination of effort.

☒ I do creative work of a research or development nature with few precedents or examples.

SECTION 9:- DECISION-MAKING, COMPLEXITY, AND PROBLEM-SOLVING
(Continued)

2. EACH OF THE FOLLOWING STATEMENTS CONCERNS THE VARIETY OF DECISION-MAKING LATITUDE A PERSON CAN HAVE IN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE DECISION-MAKING LATITUDE THAT IS NORMALLY A PART OF YOUR JOB.

_____ Position duties involve little or no decision making activities.

_____ Position duties involve providing counsel and information used in the decision making process, but do not involve making decisions or recommendations.

_____ Position duties involve providing counsel and information, and also involve making some recommendations.

_____ Position duties involve making some decisions and making many recommendations.

☒ Position duties involve making frequent decisions and frequent recommendations. I make decisions and take actions that are later subject to review.

_____ Position duties involve making constant decisions and providing the authorization of recommended courses of action.

_____ Position duties involve decision making having international impact on the Company. I make decisions and take actions independently without anyone's review.

SECTION 10: - IMPACT OF ERRORS

CHECK THE ONE STATEMENT THAT MOST ACCURATELY DESCRIBES THE POTENTIAL CONSEQUENCES OF THE ERRORS THAT MAY OCCUR IN THE COURSE OF YOUR NORMAL WORK.

- _____ My errors cause little difficulty or loss of time to correct. Most of my errors are detected through routine checking procedures.
- _____ My errors do not result in overall embarrassment to the Company or in monetary losses but (may) waste supplies and require expenditure of time to track and correct.
- _____ My errors may cause the Company to incur a modest financial loss or may cause modest embarrassment.
- _____ My errors may result in considerable financial loss and/or embarrassment to the Company and may adversely affect some aspect of our business.
- ☒ X My errors have serious financial impact and/or may seriously impair achievement of Company goals and commitments.

SECTION 11: - WORKING CONDITIONS

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Wet, humid conditions (non -weather)	X			
Work near moving mechanical parts	X			
Work in high, precarious place	X			
Fumes or airborne particles	X			
Toxic or caustic chemicals	X			
Outdoor weather conditions	X			
Extreme cold (non weather)	X			
Extreme heat (non weather)	X			
Risk of electrical shock	X			
Work with explosive	X			
Risk of radiation	X			
Vibration	X			

How much noise is typical for the work environment of this job? Check the appropriate level below.

- _____ Very Quiet (Examples: forest trail, isolation booth for hearing test)
- _____ Quiet (Examples: library, private office)
- __x__ Moderate Noise (Examples: business office with typewriters and/or computer printers, light traffic)
- _____ Loud Noise (Examples: metal can manufacturing, department, large earth-moving equipment)
- _____ Very Loud Noise (Examples: jack hammer work, front row at rock concert)

SECTION 12: - PROBABILITY OF INJURY OR ACCIDENT

Which of the following statements most closely describes the probability of injury or accident in your working environment? Please cite one or two examples if appropriate.

 x

While performing my normal work activities, there is generally little or no probability of injury or health impairment.

While performing my normal work activities, accidents are improbable outside of temporary minor injuries such as cuts, bruises or sprains.

While performing my normal work activities, I have relatively high exposure to hazards which are likely to produce temporary cuts, bruises or sprains.

While performing my normal work activities, I have occasional exposure to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

While performing my normal work activities, I am frequently exposed to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

Examples

SECTION 13: - PHYSICAL DEMAND

Please check the box that most accurately describes the amount of time you spend on the following activities.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Stand	X			
Walks	X			
Sit			X	
Talk or hear		X		
Use hands to finger, handle or feel				
Climb or balance	X			
Stoop, kneel, crouch or crawl	X			
Reach with hands and arms	X			
Taste or smell	X			

Does this job require that weight be lifted or force be exerted? If so, how much and how often?
Check the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Up to 10 pounds	X			
Up to 25 pounds	X			
Up to 50 pounds	X			
Up to 100 pounds	X			
More than 100 pounds	X			

EXAMPLES

SECTION 14: - VISION REQUIREMENTS

Does this job have any special vision requirements. Check all that apply.

- _____ My job requires close vision (clear vision at 20 inches or less).
- _____ My job requires distance vision (clear vision at 20 feet or more).
- _____ My job requires color vision (ability to identify and distinguish colors).
- _____ My job requires peripheral vision (ability to observe an area that can seem up or down or to the left and right while eyes are fixed on a given point).
- _____ My job requires depth perception (3- dimensional vision, ability to judge distances and spatial relationships).
- _____ My job requires ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).
- x My job requires no special vision requirements.

SECTION 15: - ADDITIONAL COMMENTS

Please add any additional comments that you feel are appropriate.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

THANK YOU

OMNITRANS Job Description

Job Title: Network Technician
Department: Information Technology
Reports To: Director of Information Technology
FLSA Status: Exempt, Level ~~VI~~ Proposed V
Approved By: Board of Directors
Approved Date: November 2007
Revised Date: ~~April 24, 2015~~ Proposed June 7, 2017

SUMMARY

Manages and engineers existing environments. Manages open tickets, coordinating and tracking tickets as well as assisting in assigning them appropriately, and monitoring system warnings and alerts.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Responsible for: network systems project management, surveillance systems technical support, and assists Network Administrator with the datacenter systems performance and maintenance.

Configure and maintain system backups, configuration of routing and switching equipment, hardware firmware updates.

Assist in system designs and manage new IT projects as directed.

Resolves help desk tickets that come via phone or email.

Monitors and manages system alerts and notifications, and responds accordingly through service tickets or as directed by the Network Administrator including basic technical support at the network level: WAN and LAN connectivity, routers, firewalls, and security.

Assists end users with software and hardware questions; communicates with customers as required. Keeps customers informed of incident progress, notifying them of impending changes or agreed outages, improving customer service, perception, and satisfaction.

Installs and configures work stations for end users and maintains a physical hardware inventory.

Installs and configures various business applications as directed.

Performs other duties as required.

Job Title: Network Technician
Department: Information Technology
Page 2

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree (B.A.) from a four-year college or university in Computer Science, Information Systems, Management Information Systems, Business Administration, Engineering or related field; one year of related experience in managing ticketing system; also experience with Microsoft Active Directory and change management. A CCNA is preferred.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS AND ABILITIES

Ability to manage and engineer environments including VMWare, Citrix, Microsoft Active Directory, Veritas Backup, Microsoft Exchange, EMC SAN, Microsoft Virtual Servicer, Microsoft Application Server, Microsoft SQL Server, Oracle Server, Sybase Server, ShoreTel, Symantec Anti Virus, Microsoft Cluser Server, MS ISS, Ghost Server, Kronos, iPrism, Juniper Firewall, Veeam, Equallogic SAN, etc.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Title: Network Technician
Department: Information Technology
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While performing the duties of this job, the employee is frequently required to sit. The employee is regularly required to talk or hear. The employee is occasionally required to walk, use hands to finger, handle or feel, climb or balance, stoop, kneel, crouch or crawl, and to reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, depth perception, and the ability to focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to working in high, precarious places and risk of electric shock. The noise level in the work environment is usually moderate.

OMNITRANS

POSITION INFORMATION QUESTIONNAIRE

EMPLOYEE NAME: Marcos Espinoza

DATE: 4/29/17

POSITION TITLE: Network Technician

OTHER TITLES COMMONLY USED (If no other titles are used, indicate by writing "N/A" in the space below)

PURPOSE

This questionnaire is designed to gather relevant information about the nature of each job performed in the Company. It is not an evaluation of you or your performance. It gives you the opportunity to explain the significant features of your job by responding to a series of questions. The information you provide will be used to develop a position description and to establish an appropriate and competitive pay range for your job.

We are asking you for this information because you are in the best position to know exactly what you do, how you do it, and what you need to know to perform the work properly.

INSTRUCTIONS

Please read through the entire questionnaire to understand its scope before answering any of the questions. Then, complete each section; please be specific and precise, describing the position as it currently exists according to your duties and responsibilities. Since this questionnaire is used for all types of jobs, some questions will not apply to your position and the work you do. Please read and answer all questions, marking those that do not apply with "N/A" (not applicable). If you need additional space to answer any of the questions, please continue your answers on the back of the appropriate page.

When you have completed the questionnaire, please sign your name in the space provided below. Please forward the completed questionnaire to your supervisor for review.

Completed by _____ Date _____

Reviewed by Jacob Harms, Director Date May 2, 2017

SECTION 1: -- WORK HISTORY

Please answer each of the following questions.

1. WHAT IS THE NAME OF THE DEPARTMENT IN WHICH YOU WORK?

Information Technology (IT)

2. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN WITH THE ORGANIZATION?

YEARS: ____2____ MONTHS: ____4____

3. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN IN YOUR PRESENT POSITION?

YEARS: ____2____ MONTHS: ____4____

4. WHAT TWO PREVIOUS POSITIONS HAVE YOU HELD WITHIN THE ORGANIZATION, IF ANY, AND WHAT WAS THE LENGTH OF TIME YOU HELD EACH (please list the last/most recent position first)?

TITLE: _____ YEARS: _____

TITLE: _____ YEARS: _____

5. WHAT IS YOUR SUPERVISOR'S NAME: Jacob Harms

6. WHAT IS YOUR SUPERVISOR'S TITLE: IT Director

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES

1. STATE BRIEFLY (in one or two sentences) THE PRIMARY PURPOSE OF YOUR JOB AS IT HAS BEEN DESCRIBED TO YOU, OR AS YOU UNDERSTAND IT.
 1. Manage and engineer existing environments, including VMWare Hypervisor, VMware VSAN, Citrix, Microsoft Active Directory, Veritas Backup, Veeam Backup, Microsoft Exchange, EMC SAN, Microsoft Hyper V, Microsoft Remote Desktop Services, Microsoft SQL Server, ShoreTel, Symantec Antivirus, Microsoft Server IIS, Symantec Ghost Server, Kronos, Fortinet Next Generation Firewall, Juniper Firewall, EqualLogic SAN, Dell Kase, configuring and maintaining system backups, configuration of routing and switching equipment, hardware firmware updates, maximizing network performance, assist in system designs, and manage new IT projects as directed (OBVSS, CCTV, etc.)

2. ON THE NEXT PAGE STATE BRIEFLY, CLEARLY, AND CONCISELY THE THINGS THAT YOU DO ON YOUR JOB. BEGIN WITH THOSE REGULAR DUTIES THAT NORMALLY TAKE MOST OF YOUR TIME AND/OR THAT YOU CONSIDER TO BE MOST IMPORTANT. IN THE COLUMN ON THE RIGHT, INDICATE THE APPROXIMATE PERCENT OF YOUR TOTAL WEEKLY TIME SPENT PERFORMING EACH DUTY.

Use simple, non-technical words to describe your work. You should find it helpful to begin each statement of your duties with a verb descriptive of the kind of action you are required to take. Some of the verbs commonly used are listed below:

administer	arrange	check
advise	allocate	assemble
operate	originate	post
review	transfer	distribute
analyze	audit	coordinate
approve	calculate	control
compile	formulate	promote
compute	initiate	purchase
counsel	payout	recommend
design	maintain	regulate
develop	make	schedule
direct	meet	set up
establish	negotiate	specify
examine	organize	supervise

expedite	plan	type
file	prepare	verify
write	tabulate	monitor

Select the proper verb carefully. Be sure that the words you use mean exactly what you intend them to mean - for example: "type a report," "write a report," "add figures," "negotiate contracts," "approve contracts," "meet with vendors," etc.

SECTION 2: - JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

	Responsibilities	Percent of Time Per Week
a.	Resolve help desk tickets that come in via phone or email_____	
	_____	_40%_____
b.	___Monitor and manage system alerts and notifications and respond accordingly through service tickets or as directed by the Network Admin including basic technical support at the network level; WAN and LAN connectivity, routers, firewalls, and security	
	_____	_20%_____
	_____	_____
c.	___Installation and configuration of workstations_____	_10%_____
	_____	_____
d.	___Installation and configuration of various business applications_____	_10%_____
	_____	_____
e.	___Communicate with customers as required, keeping them informed of incident progress, notifying them of impending changes or planned outages, improving customer service perception and satisfaction_____	_10%_____
	_____	_____
f.	___Monitoring and configuring backups of critical systems_____	_10%_____
	_____	_____
g.	_____	_____
	_____	_____
h.	_____	_____
	_____	_____
i.	_____	_____
	_____	_____

j. Other (not to exceed 15% of your time)_____

FULL TIME TOTAL PERCENT 100%

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

3. BRIEFLY GIVE TWO (2) EXAMPLES OF THE MOST DIFFICULT TYPES OF PROBLEMS YOU FACE IN YOUR WORK:

__Correcting complex network outages involving multiple users outside of normal business hours. Creating scopes of work and planning projects involving multiple departments for enterprise systems upgrades._____

4. LIST THE ASPECTS OF YOUR JOB, IF ANY, THAT ARE CONSIDERED CONFIDENTIAL OR SENSITIVE IN NATURE:

__Deals with users passwords and has access to all system data and information_____

SECTION 3: - EDUCATION AND EXPERIENCE

1. WHAT IS THE MINIMUM LEVEL OF EDUCATION REQUIRED BY SOMEONE TO PERFORM YOUR JOB SATISFACTORILY. PLEASE CHECK ONLY ONE ITEM.

_____ No formal education is necessary

_____ High school diploma

_____ Training beyond high school in a special trade or field

_____ A two-year college degree (AA or AS) in _____

___x___ Professional level of knowledge in a field (usually equivalent to a four-year college degree) in: ___Computer Science, Information Systems, or equivalent _____

_____ Post-graduate training or an advanced degree field: _____degree

2. PLEASE LIST ANY SPECIALIZED SKILLS, TRAINING, COURSE WORK, SEMINARS OR CERTIFICATE PROGRAMS REQUIRED TO PERFORM THIS JOB:

___CCNA_____

SECTION 3: - EDUCATION AND EXPERIENCE (continued)

3. WHAT TYPES OF EQUIPMENT, MACHINERY, OR TOOLS, IF ANY, MUST YOU USE IN THE PERFORMANCE OF YOUR JOB DUTIES?

4. EXPERIENCE REQUIREMENTS:

- A. PLEASE LIST THE MINIMUM TYPES AND LENGTH OF WORK EXPERIENCE REQUIRED BEFORE A PERSON CAN PERFORM YOUR JOB:

Type of Experience	Length of Time
___ Help desk / IT customer service _____	___ 2 years _____
___ Network / Systems troubleshooting _____	___ 2 years _____
___ IT project management _____	___ 1 years _____
_____	_____
_____	_____

Total Work Experience: ___ 5 _____

- B. WHAT IS THE LENGTH OF THE TRAINING PERIOD REQUIRED FOR A NEW EMPLOYEE ON YOUR JOB TO BECOME FULLY FUNCTIONAL IF HE/SHE POSSESSES THE QUALIFICATIONS YOU HAVE LISTED ABOVE?

___ 3 months _____

- C. IF RECRUITING FOR THIS POSITION, IN WHAT INDUSTRIES WOULD YOU LOOK?

___ IT _____

- D. IF RECRUITING FOR THIS POSITION, WHAT MIGHT BE THE CANDIDATE'S CURRENT JOB TITLE?

SECTION 4: - SUPERVISORY RESPONSIBILITIES

1. THE FOLLOWING THREE STATEMENTS DESCRIBE LEVELS OF SUPERVISORY RESPONSIBILITY. CHECK THE ONE THAT BEST DESCRIBES YOUR JOB.

- ☒ I do not manage the work of others.
☐ I provide work direction to others, but do not have direct performance appraisal responsibility for them.
☐ I have full supervisory responsibility for others, including performance appraisal and delegated authority to hire, fire, and approve salary actions.

I have this responsibility for:

- ☐ non-management employees only,
☐ management or professional employees only, or
☐ both non-management and management employees.

2. IF YOU DIRECTLY SUPERVISE OTHER EMPLOYEES, INDICATE THE TITLE(S) OF THE POSITION(S) SUPERVISED AND, FOLLOWING THE TITLE, THE NUMBER OF EMPLOYEES ASSIGNED TO THE POSITION(S). IF YOU DO NOT SUPERVISE ANYONE DIRECTLY, PLEASE MARK "N/A".

TITLES(S)	NUMBER OF PEOPLE
_____	_____
_____	_____
_____	_____
_____	_____

3. IF YOU INDIRECTLY SUPERVISE OTHERS (that is, if you have people report to you through someone else who then reports to you directly), INDICATE THE TITLE(S) OF THE POSITION(S) INDIRECTLY SUPERVISED AND, FOLLOWING THE TITLE(S), THE NUMBER OF EMPLOYEES ASSIGNED TO EACH POSITION.

TITLE (S)	NUMBER OF PEOPLE
_____	_____
_____	_____
_____	_____

SECTION 5: - ORGANIZATIONAL CONTACTS

1. LIST THE TITLES OF PEOPLE WITHIN THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB. IN ADDITION, PLEASE LIST THE REASON FOR THESE CONTACTS AND THE FREQUENCY OF THESE CONTACTS (FOR EXAMPLE, YOU MAY SPEAK WITH A PAYROLL CLERK ONCE PER WEEK TO RELAY INFORMATION ABOUT NEW HIRES).

Title	Reason for Contact	How Often?
__Network Admini__	__Direct Report_____	__Daily_____
__IT Dir_____	__Department Meetings_____	__Weekly__
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. LIST THE TITLES OF PEOPLE OUTSIDE THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB (e.g., vendors, bankers, service companies, etc.). ALSO LIST THE NAME OF THE ORGANIZATION THEY WORK FOR, THE REASON YOU HAVE CONTACT WITH THEM, AND THE FREQUENCY WITH WHICH YOU INTERACT WITH THEM.

Title	Organization	Reason for Contact	How Often?
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 5: - ORGANIZATIONAL CONTACTS (continued)

THIS ITEM ALSO PERTAINS TO THE INTERPERSONAL CONTACTS WHICH YOU MUST MAINTAIN WITH OTHER EMPLOYEES, VENDORS, EXECUTIVES OF THE COMPANY AND/OR OUTSIDE INDIVIDUALS OF VARIOUS TYPES IN YOUR NORMAL DAILY WORK. CHECK THE STATEMENT THAT MOST ACCURATELY REFLECTS THE TYPE OF CONTACTS YOU NORMALLY HAVE.

- _____ The personal contacts I have during a normal workday are with my immediate associates in my section and generally deal with matters of a routine nature. My contacts require ordinary courtesy to avoid friction in relationships.
- _____ The personal contacts I have are generally of a routine nature in one or several other sections, departments, or divisions, or they require close collaboration with other members of the same section, department, or division.
- _____ The personal contacts I have involve telephone or written communication with individuals primarily inside, but occasionally outside, the Company and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent telephone or written communication with individuals outside the Company in administrative positions and may involve answering routine inquiries or discussion of non-controversial matters.
- x _____ The personal contacts I have involve frequent personal contact with individuals in management or executive positions, wherein I present information and recommendations. I (may) also answer outsiders' requests for nonroutine information requiring tact in presentation.
- _____ My personal contacts are of considerable importance inside and outside the Company wherein failure to exercise judgment or diplomacy may result in losses to the Company.
- _____ I have regular contact with the Board of Directors of the Company.

SECTION 6: - PLANNING

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF OPTIONS CONCERNING THE SCOPE OF THE PLANNING ACTIVITIES THAT A PERSON DOES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES YOUR PLANNING RESPONSIBILITIES.

_____ I do not do any planning.

 x _____ I plan my own work load.

_____ I plan my own work load and the work of one or more people in my work group.

_____ I plan the work for the entire department.

_____ I plan the work for two or more departments.

_____ I plan the work for the entire region.

_____ I plan the work for the entire organization.

SECTION 6: - PLANNING (CONTINUED)

If you do some form of planning, please identify the timespan of your planning activities.

_____ I only plan my work on a day to day basis.

_____ I plan on a weekly basis.

_____ I plan on a monthly basis.

__x__ I plan projects with a month to six month timespan.

_____ I plan projects with a six month to one year timespan.

_____ I plan for annual budgets and up to 2 years in advance.

_____ I am involved in strategic planning for the organization and plan on a 3 to 5 year basis.

SECTION 7: - SKILLS AND ABILITIES

Please check the statement that most closely matches the skills and abilities required for the position.

LANGUAGE SKILLS

- _____ Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.
- _____ Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- x _____ Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.
- _____ Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- _____ Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.
- _____ Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

SECTION 7: - -SKILIS AND ABILITIES (continued)

MATHEMATICAL ABILITY

- _____ Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.
- _____ Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- _____ Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- __x__ Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

- _____ Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.
- _____ Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- _____ Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- _____ Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- __x__ Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

SECTION 8: - ACCOUNTABILITY

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF POSSIBILITIES CONCERNING THE TYPE OF SUPERVISION AND GUIDANCE A PERSON RECEIVES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES THE KIND OF SUPERVISION YOU RECEIVE.

- _____ I am constantly supervised; I make no decisions independently and work according to procedure.
- _____ I am closely supervised; I have very little flexibility in the methods I use or in assigning priorities to my tasks.
- _____ I am frequently supervised; My activities are governed by well established rules and procedures and are periodically monitored; some flexibility to determine method or scheduling.
- _____x_____ I am generally managed; My activities are governed by general department and of company rules and procedures or schedules and are sometimes monitored; moderate flexibility to determine method, high flexibility to determine scheduling.
- _____ I have occasional oversight; My activities are governed by general organizational roles and procedures, I have considerable autonomy within established timeframes.
- _____ I work independently on a major function, guided by company policies. I exercise a high degree of initiative involving major programs and commitment. My work is monitored by exception and management information reports. I am almost autonomous in my work.
- _____ My work is entirely self-directed; I answer only to the Board of Directors.

SECTION 9: - DECISION-MAKING, COMPLEXITY AND PROBLEM-SOLVING

1. EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE POSITION IN A RANGE OF POSITIONS CONCERNING THE VARIETY OF WORK DONE WITHIN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE VARIETY OF TASKS THAT ARE NORMALLY A PART OF YOUR JOB.

- _____ I perform routine and generally repetitive duties involving little or no variety. I follow simple and easily understood procedures that do not require independent judgment and analysis.
- _____ I work on a limited variety of routine tasks which are relatively simple tasks of a clerical or manual nature; I may make minor decisions involving accuracy, quality, method of operation or set-ups.
- _____ I work on a wide variety of routine tasks that involve some choice of action within limits.
- _____ I work on diversified tasks that involve a wide range of complex but standardized procedures, semi-routine duties may involve solving frequent problems. I work according to assigned objectives and may work independently on special projects.
- ___x___ I work on non-routine tasks within general procedures or guidelines, and that involve the analysis and solution of complex problems based on facts, within broad policies and objective guidelines.
- _____ I do specialized or technical work with unclear guidelines. My work is analytical and involved, and requires judgment where policies and methods are not well established, problem solving requires innovation, ingenuity, planning, and coordination of effort.
- _____ I do creative work of a research or development nature with few precedents or examples.

SECTION 9:- DECISION-MAKING, COMPLEXITY, AND PROBLEM-SOLVING
(Continued)

2. EACH OF THE FOLLOWING STATEMENTS CONCERNS THE VARIETY OF DECISION-MAKING LATITUDE A PERSON CAN HAVE IN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE DECISION-MAKING LATITUDE THAT IS NORMALLY A PART OF YOUR JOB.

- _____ Position duties involve little or no decision making activities.
- _____ Position duties involve providing counsel and information used in the decision making process, but do not involve making decisions or recommendations.
- _____ Position duties involve providing counsel and information, and also involve making some recommendations.
- _____ Position duties involve making some decisions and making many recommendations.
- x Position duties involve making frequent decisions and frequent recommendations. I make decisions and take actions that are later subject to review.
- _____ Position duties involve making constant decisions and providing the authorization of recommended courses of action.
- _____ Position duties involve decision making having international impact on the Company. I make decisions and take actions independently without anyone's review.

SECTION 10: - IMPACT OF ERRORS

CHECK THE ONE STATEMENT THAT MOST ACCURATELY DESCRIBES THE POTENTIAL CONSEQUENCES OF THE ERRORS THAT MAY OCCUR IN THE COURSE OF YOUR NORMAL WORK.

- _____ My errors cause little difficulty or loss of time to correct. Most of my errors are detected through routine checking procedures.
- _____ My errors do not result in overall embarrassment to the Company or in monetary losses but (may) waste supplies and require expenditure of time to track and correct.
- x My errors may cause the Company to incur a modest financial loss or may cause modest embarrassment.
- _____ My errors may result in considerable financial loss and/or embarrassment to the Company and may adversely affect some aspect of our business.
- _____ My errors have serious financial impact and/or may seriously impair achievement of Company goals and commitments.

SECTION 11: - WORKING CONDITIONS

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Wet, humid conditions (non -weather)	x			
Work near moving mechanical parts	x			
Work in high, precarious place		x		
Fumes or airborne particles	x			
Toxic or caustic chemicals	x			
Outdoor weather conditions	x			
Extreme cold (non weather)	x			
Extreme heat (non weather)	x			
Risk of electrical shock		x		
Work with explosive	x			
Risk of radiation	x			
Vibration	x			

How much noise is typical for the work environment of this job? Check the appropriate level below.

- _____ Very Quiet (Examples: forest trail, isolation booth for hearing test)
- _____ Quiet (Examples: library, private office)
- ___x___ Moderate Noise (Examples: business office with typewriters and/or computer printers, light traffic)
- _____ Loud Noise (Examples: metal can manufacturing, department, large earth-moving equipment)
- _____ Very Loud Noise (Examples: jack hammer work, front row at rock concert)

SECTION 12: - PROBABILITY OF INJURY OR ACCIDENT

Which of the following statements most closely describes the probability of injury or accident in your working environment? Please cite one or two examples if appropriate.

- _____ While performing my normal work activities, there is generally little or no probability of injury or health impairment.
- x _____ While performing my normal work activities, accidents are improbable outside of temporary minor injuries such as cuts, bruises or sprains.
- _____ While performing my normal work activities, I have relatively high exposure to hazards which are likely to produce temporary cuts, bruises or sprains.
- _____ While performing my normal work activities, I have occasional exposure to serious potential injury or health hazard such as severe burns, fractures or similar disablements.
- _____ While performing my normal work activities, I am frequently exposed to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

Examples

SECTION 13: - PHYSICAL DEMAND

Please check the box that most accurately describes the amount of time you spend on the following activities.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Stand	x			
Walks		x		
Sit				x
Talk or hear			x	
Use hands to finger, handle or feel		x		
Climb or balance		x		
Stoop, kneel, crouch or crawl		x		
Reach with hands and arms		x		
Taste or smell	x			

Does this job require that weight be lifted or force be exerted? If so, how much and how often?
Check the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Up to 10 pounds		x		
Up to 25 pounds		x		
Up to 50 pounds		x		
Up to 100 pounds	x			
More than 100 pounds	x			

EXAMPLES

SECTION 14: - VISION REQUIREMENTS

Does this job have any special vision requirements. Check all that apply.

- ☐ My job requires close vision (clear vision at 20 inches or less).
- ☐ My job requires distance vision (clear vision at 20 feet or more).
- ☐ My job requires color vision (ability to identify and distinguish colors).
- ☐ My job requires peripheral vision (ability to observe an area that can seem up or down or to the left and right while eyes are fixed on a given point).
- ☐ My job requires depth perception (3- dimensional vision, ability to judge distances and spatial relationships).
- ☐ My job requires ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).
- ☒ My job requires no special vision requirements.

SECTION 15: - ADDITIONAL COMMENTS

Please add any additional comments that you feel are appropriate.

[illegible]

THANK YOU

ITEM # E7

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

SUBJECT: PROPOSED PROCUREMENT POLICY MANUAL CHANGES

FORM MOTION

Adopt the proposed changes to the Procurement Policy Manual, effective June 7, 2017.

This item was reviewed by the Administrative and Finance Committee at its May 11, 2017 meeting and recommended for adoption.

BACKGROUND

The Board of Directors originally approved Omnitrans' Procurement Policy Manual in January 2002, with subsequent changes made to various policies following audit recommendations. All policies with recommendations for language changes have been made for clarification and compliance. The policies have been sent electronically to General Counsel for review.


Polices with proposed language changes:

- 1000 General Procurement Policy
- 1040 Diversity and Economic Opportunity (DBE)
- 1050 Standards of Conduct and Conflict of Interest
- 1060 Contractor Relations
- 1070 Special Federal Grantee Requirements and Applicable Laws
- 2000 Purchasing Thresholds
- 2010 Emergency & Non-Competitive Procurements
- 3000 P-Card Program, Policy Statement
- 4000 Sealed Bids
- 5000 Protest Procedures
- 6000 Contract Administration
- 7000 Fixed Asset Management

CONCLUSION

Approval of the proposed language changes to Omnitrans' Procurement Policy Manual will improve clarity and ensure regulatory compliance.

PSG:EFP

 <p>Procurement Policy Manual</p>	<p>Policy 1000 Page 1 of 9</p>
<p>GENERAL PROCUREMENT POLICY</p>	<p>Approved by Omnitrans Board of Directors Date Approved: January 9, 2002 Revised Board Approval: November 5, 2014 Revised Board Approval:</p>

1. PURPOSE AND SCOPE

The purpose of this section is to set forth general procurement policy and standards that will govern the conduct of Omnitrans' acquisition activities and of personnel engaged in these activities.

2. PROCUREMENT BACKGROUND

Omnitrans' Statement of Guiding Principles (see [#Section 3](#)) establishes the framework for Omnitrans' Procurement Policy Manual (Manual), and is approved by the Omnitrans Board of Directors. Procedures implementing the Procurement Policy Manual will be approved by Omnitrans' CEO/General Manager

3. STATEMENT OF GUIDING PRINCIPLES FOR OMNITRANS' ACQUISITION SYSTEM

The vision for the Omnitrans acquisition system is to deliver, on a timely basis, the best value product or service for the Agency in an open and competitive environment, while maintaining the public's trust and fulfilling public policy objectives. Participants in the acquisition (procurement) process must work together as a team and are empowered to make decisions within their areas of responsibility.

3.1. The Omnitrans acquisition system will:

3.1.1. Be guided by the Omnitrans Strategic Plan.

3.1.2. Satisfy the "client" in terms of cost, quality, and timeliness of the delivered product or service by:

3.1.2.1. Maximizing the use of commercial products and services,

3.1.2.2. Using contractors with a track record of successful past performance or who demonstrate a current superior ability to perform, and


3.1.2.3. Promoting competition

3.1.3. Minimize administrative operating costs through effective teamwork,

3.1.4. Conduct business with integrity, fairness, and openness, and

3.1.5. Fulfill public policy objectives.

4. ROLE OF THE ACQUISITION TEAM

 <p>Procurement Policy Manual</p>	<p>Policy 1000 Page 2 of 9</p>
<p>GENERAL PROCUREMENT POLICY</p>	<p>Approved by Omnitrans Board of Directors Date Approved: January 9, 2002 Revised Board Approval: November 5, 2014 Revised Board Approval:</p>

- 4.1. The Acquisition Team consists of all participants in Omnitrans acquisition including representatives of the technical, supply, support services and procurement communities and their clients, as well as, contractors who provide products and services.
- 4.2. Each member of the Acquisition Team will exercise personal initiative and sound business judgment in providing the best value product or service to meet the client's needs. In exercising initiative, Omnitrans members of the Acquisition Team may assume that a strategy, practice, policy or procedure is a permissible exercise of authority if it is in the best interest of the Omnitrans and is not prohibited by law, applicable regulations, or Board adopted policy.

5. PROCUREMENT STANDARDS

- 5.1. Omnitrans will maintain a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.2. Members of the Omnitrans Board of Directors will adhere to the standards of conduct adopted by the Board. Omnitrans employees will adhere to the standards of conduct approved by the CEO under a delegation of authority from the Board.
- 5.3. Omnitrans procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- 5.4. Open and Complete Competition:
 - 5.4.1. FTA Circular 4220.1F recommends and 49 USC Section 5325(a) requires that all procurement transactions be conducted in a manner that provides full and open competition as determined by the FTA and consistent with the above stated procurement standards and the statement of guiding principles. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - 5.4.1.1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - 5.4.1.2. Noncompetitive pricing practices between firms or between affiliated companies;
 - 5.4.1.3. Noncompetitive awards to professionals and other consultants that are on Omnitrans retainer contracts;

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5.4.1.4. Organizational conflicts of interest (Policy1050);

5.4.1.5. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other salient characteristics of the brand name product; and

5.4.1.6. Any arbitrary action in the procurement process; and

5.4.1.7. Development of specification requirements and evaluation criteria, which unnecessarily favor an incumbent contractor.

5.4.2. Procurement transactions will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. When employing the qualifications based method for contracting for architectural and engineering services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

5.4.3. Omnitrans will have written selection procedures for competitive negotiated procurement transactions that ensure fair, unbiased evaluation of competing proposals by an independent evaluation panel appointed by the Director of Procurement or their designee. These procedures will also ensure that all solicitations clearly state the evaluation factors including cost or price, cost or price-related factors, and non-cost or non-price related factors, and any significant subfactors that will be considered in making the source selection and their relative importance.

5.4.4. Technical requirements shall incorporate a clear and accurate description for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition.

5.4.5. Omnitrans will ensure that all lists of bidders, manufacturers, or products determined to be qualified in advance of the receipt of bids or proposals are current and sufficient to ensure full and open competition. When possible, sufficient time will be allowed to arrange for qualification before receipt of bids or proposals. However, when using grant funds, Omnitrans must allow vendors an opportunity to qualify their products during the solicitation period (FTA Circular 4220.1F, ~~Section VI.1.e~~).

6. RESPONSIBILITIES

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- 6.1. The Director of Procurement has primary responsibility for ensuring that the procurement process is in accordance with legal requirements, as interpreted by Omnitrans' County General Counsel, and Omnitrans policy. The Director of Procurement or designee will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluations, protests, disputes, and claims.
- 6.2. The Director of Procurement is responsible for establishing procurement policies and issuing instructions for the implementation of Omnitrans policies;
- 6.3. The Director of Procurement, is responsible for establishing material management policies and issuing instructions concerning the storage, distribution, and disposal of goods;
- 6.4. All departments are instructed to follow Procurement Policies/Instructions as well as Policies/Instruction issued by the Director of Procurement regarding the storage, distribution, and issuance of material; and
- 6.5. The CEO/General Manager or designee shall execute contracts, purchase orders, modifications, and supplemental agreements in accordance with established thresholds.

7. STATUTORY AND REGULATORY REQUIREMENTS

The following Federal and state laws and regulations and the Master Agreement are applicable to Omnitrans contracts.

Federal Statute, Regulations, Policies, and Agreements	Subject
49 U.S.C. Chapter 53	Mass Transportation
<u>2 CFR Part 200</u> 49 CFR Part 18	<u>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for Grants & Cooperative Agreements</u> ("SuperCircular")
49 CFR Part 26	Participation by Minority Business Enterprises; Disadvantage Business Enterprise Program
FTA Circular 4220.1F	Third Party Contracting Guidance

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FTA Circular 5010.1 ~~ED~~

Grant Management Guidelines

FTA Circular 9030.1C, Chapter 3

Eligible Grant Activities

FTA Master Agreement
(applicable version), ~~10/1/05~~

Terms & Conditions of Grantee Administration of
Projects Supported & Funded by The FTA

State Codes	Section(s)	Subject
Civil Code	3248 9554	Payment Bonds
Civil Code	3320	Payments to Prime Design Professionals
Code of Civil Procedure	995.311	Bond Issuer Requirements
Government Code	4525 et seq.	Architect & Engineering Services
Government Code	6250 - 6270	Public Records Disclosure
Government Code	5956 et seq.	Infrastructure Projects
Labor Code	1777.1	Debarment by California Labor Commissioner
Public Contract Code	1103	Responsibility on Public Works Contracts
Public Contract Code	1104	Plans and Specifications
Public Contract Code	3300 1 - 3400	Contractor's License; Brand Specification
Public Contract Code	4100 - 4114	Subcontracting
Public Contract Code	5100 - 5107	Relief of Bidders
Public Contract Code	6100 - 6610	Awarding of Contracts
Public Contract Code	7100 - 7200	Contract Clauses
Public Contract Code	9201 - 9203	Claims and Disputes
Public Contract Code	10335 et seq.	Service Contracts (<u>if applicable to funding source</u>)

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Public Contract Code	20101	Prequalification
Public Contract Code	20103.8	Alternative Bids
Public Contract Code	20104	Resolution of Construction Claims
Public Contract Code	20104.50	Progress Payments on Public Works
Public Contract Code	20209 - 20209.5	Purchase & Sale Contracts; Design/Build Contracts
Public Contract Code	20216 - 20217	Bid & Proposal Disclosure; Negotiated Procurement of Certain Equipment; Design/Build et seq.
Public Contract Code	20360 et seq.	Contracts for Rail Transit System Design
Public Utilities Code	130000, et. seq.; 54- 130059 130800, et. seq.	S BCTA ANBAG Authority

8. STATE, LOCAL AND FEDERAL CONTROLS

8.1 This manual was developed in conformance with the standards and limitations established in State, Federal and local law. Applicable State laws, policies and other sources of guidance governing the procurement practices of Omnitrans, in addition to those listed above, are as follows:

8.1.1 Omnitrans Policies and Instructions.

8.1.2 Board of Directors' Awards, Actions, and Resolutions.

8.1.3 Ordinances and regulations of regional and local agencies which have subject matter jurisdiction (on case by case basis)

8.2 Federal laws and regulations affecting the procurement practices of Omnitrans include, but are not limited to, the following:

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- 8.2.1 Intermodal Surface Transportation Efficiency Act of 1991, as amended
- 8.2.2 Federal Acquisition Streamlining Act of 1994, 41 USC 403 (11) and 40 USC 481(b), respectfully
- 8.2.3 Executive Order 12612 "Federalism" dated 10-26-87 and other applicable Executive Orders
- 8.2.4 FTA Master Agreement, dated October 10, 2016~~05~~
- 8.2.5 Safe, Accountable, Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), dated August 10, 2005
- 8.2.6 Fixing America's Surface Transportation Act or "FAST Act", December 4, 2015
- 8.2.7 MAP-21, the Moving Ahead for Progress in the 21st Century Act, July 6, 2012
- ~~8.2.6~~8.2.8 FAR PART 31 Contract Cost Principles and Procedures
- ~~8.2.7~~8.2.9 Relevant decisions of the Courts and the Comptroller General of the United States
- 8.3 To the extent that both federal and state laws and regulations apply to a procurement Omnitrans is required to act within the limits of the more restrictive requirements. When Federal funds are used in procurement, Federal procurement requirements must be met or exceeded.
- 8.4 The FTA's Best Practices Procurement Manual provides guidance on procurements and examples of best practices.
- 8.5 Omnitrans may contract with any department or agency of the United States of America, with any public agency (including, but not limited to, the Department of Transportation, the multicounty designated transportation planning agency, or any transit district, county or city), or with any person upon such terms and conditions as Omnitrans finds to be in its best interest. (PUC Section 130221)
- 8.6 Joint Powers Authority, ~~created~~amended by the member entities on July 1, ~~1976~~2016, and ~~City of San Bernardino Municipal Code Section 3.04.070F and 3.04.080~~San Bernardino County Code of Ordinances, Title 1, Division 4.
- 8.7 California Government Code Sections 1090, 1126, 87100, 87306, Resolution No. 140-96, and any other applicable provisions of the Government Code and any conflict of interest Code applicable to Omnitrans employment.

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9. IMPLEMENTATION

The CEO/ General Manager shall implement the policies herein set forth. Procedural guidance shall be provided in the Procurement Procedures.

10. ABOUT THE MANUAL

- a. This manual provides instructions and reference materials for staff in all branches and departments of Omnitrans involved with the procurement process. It establishes responsibilities and documents Omnitrans' continuing efforts to comply with applicable federal, state, county, and local regulations.

b. Sections

- i. This manual is divided into sections of related policies. Those sections are described in "Using This Manual" below. Sections are separated by title pages, and policies within a section will begin with the same number. (For example, all policies in the General Policies section begin with "1.")

c. Policy Numbering

- i. Policies are individual documents. Each section is composed of several policies. Each policy has a unique number (located in the upper right corner of each page) and shows the date on which it was approved for use by the Omnitrans Board of Directors. When viewing copies of the same policy, the one with the more recent approval date is the correct one to use.

11. USING THIS MANUAL

- a. This manual contains policies governing the procurement of goods and services by Omnitrans. It is divided into the following sections:
 - i. General Policies – (1000 series) this section describes the responsibilities, ethics, and objectives behind the procurement process.
 - ii. Informal Procurement Policies – (2000 series) this section describes informal procurements, micro-procurements, mini-procurements, and small procurements.
 - iii. Procurement Card Policies– (3000 series) this section describes the proper use of procurement cards.
 - iv. Formal Procurement Policies – (4000 series) this section describes the formal procurement process, from bidding to contract award.

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- v. Solicitation Protest Policies – (5000 series) this section describes how to handle a protest to a formal procurement contract award.
- vi. Contract Administration Policies – (6000 series) this section describes the administration of a contract, from opening to termination.
- vii. Fixed Asset Management Policies – (7000 series) this section describes the management of fixed assets, from auditing to liquidation of surplus assets.

Procurement ~~Procedures~~Policy Manual

Diversity & Economic Opportunity

DBE Program

Approved by Omnitrans Board of Directors

Date Approved: January 9, 2002

Revised Board Approval: June 7, 2006

Revised Board Approval: October 7, 2009

Revised Board Approval:

1. POLICY STATEMENT

- 1.1. It is the policy of Omnitrans, pursuant to the provisions ~~of Federal and State laws and regulation~~to Title 49 Code of Federal Regulations (CFR) Part 26, and implemented by directive of ~~the~~ Omnitrans Board ~~of Directors~~, to promote the utilization of ~~Small and~~ Disadvantaged Business Enterprises ~~(DBE) and Small Businesses (DBE)~~ to the maximum extent feasible. Omnitrans procurement and contracting processes will provide a level playing field, applying race neutral ~~and race conscious~~ measures ~~to promote participation by~~for Disadvantaged Business Enterprises ~~(DBE firms.) and Small Businesses Omnitrans' to compete fairly for and participate in all aspects of Department of Transportation assisted contracts~~Omnitrans procurement and contracting, ~~however the program is must be~~ narrowly tailored in accordance with applicable law.
- 1.2. Specific responsibility for developing and implementing the DBE programs ~~has been~~ delegated to the Director of Procurement or designee. Procedures for establishing DBE goals will be coordinated through Procurement. Responsibility for ensuring compliance with Omnitrans' DBE Policy is shared by all Omnitrans employees.
- 1.3. In furtherance of this policy, Omnitrans requires that all ~~requests for proposals (RFP's) procurements~~ estimated over \$25,000 ~~for construction and \$40,000 \$3,000 for other goods and services, be forwarded to Procurement for DBE goal evaluation prior to advertisement. Notification of procurement opportunities in purchasing, concessions, real estate and other operating functions are also forwarded to Procurement prior to their public release. DBE goals will be assigned to all applicable construction contracts prior to advertising. It is the responsibility of the Director of Procurement to ensure that the established goal is included in the solicitation documents along with the resource list of DBE's identified and forwarded to Procurement at the time of goal setting. Procurement will ensure that include~~ all applicable forms ~~are included~~ in ~~the~~ bid/proposal packages for identification of DBE participation, description of scope of work to be performed, materials supplied, and service or broker function to be performed by each DBE listed.
- 1.4. ~~In instances where Omnitrans has not established a specific goal for participation by DBE's on a contract, the Contractor, should it decide to sub contract, shall ensure an environment that encourages maximum DBE participation in said sub contracts. Upon Omnitrans' request, Prime Contractors may be randomly required to submit documentation to satisfy Omnitrans that good faith efforts were made to utilize DBE's during the life of the contract.~~

Procurement ~~Procedures~~Policy Manual

Diversity & Economic Opportunity

DBE Program

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2. DBE Program

- 2.1. Omnitrans is committed to undertaking special efforts to seek socially and economically disadvantaged firms to attain Omnitrans overall this DBE goal. DBE goals are established every three years annually for Omnitrans' annual procurements with contracting opportunities, as well as on a project to project basis based on projected projects, options years, and sub-recipient opportunities.
- 2.2. It is Omnitrans' goal to ensure that DBEs are given an equal opportunity to complete for every Omnitrans procurement, from the smallest to routine requisition to the largest contract.
- 2.3. ~~Omnitrans' procurement process is structured to ensure that a Disadvantaged Business Enterprise (DBE) Program, dated July 2004, constitutes a~~ is committed ment to promote, foster and utilize disadvantaged and small business enterprises as required and defined by 49 CFR 26. Omnitrans' procurement and contracting activities shall, at all times, provide a level playing field where DBE²s are provided an equal opportunity to fairly compete and participate.
- 2.4. Omnitrans' procurement process is a key element in implementing Omnitrans' DBE policy. DBE certification is achieved through the California State Unified Certification Program (CUCP). Omnitrans will refer potential DBEs to the appropriate certifying agency.

3. ~~TRIENNIAL TRI-ANNUAL~~ GOALS

- 3.1. Omnitrans' ~~Triennial Tri-Annual~~ overall goals must be submitted to FTA on August 1 ~~of each~~ every three years for the upcoming three Federal Fiscal year period which begins is October 1 through September 30.
- 3.2. Omnitrans DBE Liaison Officer shall prepare and submit the ~~Tri-a~~Annual goal and required FTA reports.
- 3.3. Omnitrans projects the number and types of contracts to be awarded and the number and types of DBEs likely to be available to compete for contracts. DBE contractors will be encouraged by Omnitrans to compete as prime contractors.
- 3.3.3.4. Full goal setting methodology is available in Omnitrans' DBE Program Manual (See Procurement Procedures Manual Appendix)

Procurement ~~Procedures~~Policy Manual

Diversity & Economic Opportunity

DBE Program

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Revised Board Approval:

4. RESPONSIBILITY

4.1. The Director of Procurement, or his/her designee, serves as Omnitrans' DBE Liaison Officer and reports directly to the CEO/General Managerr on all matters concerning the DBE program. The DBE Officer maintains an "open door" policy and is primarily responsible for the enforcement of the DBE Program.

4.1.4.2. Omnitrans Board of Directors expects all levels of Omnitrans staff in all Omnitrans departments to both solicit and encourage DBE participation in all contracting opportunities.

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GENERAL POLICIES

Standards of Conduct and
Conflict of Interest

Approved by Omnitrans Board of Directors
Date Approved: January 9, 2002
Revised Board Approval: April 5, 2006
Revised Board Approval: October 3, 2007
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1. POLICY OVERVIEW

1.1. ~~F~~State law and federal regulations require Omnitrans to prevent actual or perceived conflicts of interest in contracting ~~awards. However, Omnitrans also seeks to avoid any appearance of conflicts of interest.~~ Omnitrans personnel are expected to avoid conflicts of interest or appearances thereof and actions which could result in favoritism or appearances thereof.

1.2. This ~~policy regulation~~ establishes Omnitrans' Standards of Conduct and defines its policy on conflicts of interest, gratuities, negotiation for employment, post-Omnitrans employment restrictions and related matters. To achieve this goal, this policy explains the nature of potential conflicts of interest to employees, and explains the potential consequences for violating the provisions of this policy. This policy applies to all Omnitrans personnel in the exercise of their duties.

2. CONFLICTS OF INTEREST.

2.1 All Omnitrans members, officers, employees and other agents must conduct the procurement process so as to avoid conflicts of interest, real or apparent. To maintain full and open competition, no Omnitrans member, officer, employee or other agent, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of any Omnitrans contract if a conflict of interest, prohibited by law, would be involved.

2.2 For FTA-funded contracts, the provisions in 2.1 above shall also apply when any of those individuals listed has a financial or other interest in the firm selected for award.

2.3 In addition to the above, all procurements must be conducted in accordance with the most current version of the "Conflict of Interest Code for Omnitrans" adopted pursuant to the Political Reform Act of 1974 (Government Code section 87500, et. seq., as amended). Omnitrans employees are expected to be familiar with the Conflict of Interest Code for Omnitrans, and to comply with all requirements contained therein. Such requirements include, but are not limited to, the requirement to file a Form 700.

3. LOBBYING AND GIFTS.

3.1 Omnitrans officers, employees, agents and Omnitrans members must comply with applicable state and federal law regarding acceptance of gifts, gratuities, or favors from contractors, potential contractors, or parties to subcontractor agreements.

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3.2 For FTA-funded procurements, Omnitrans officers, employees, agents, or Omnitrans members involved in such procurements may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts; provided that exceptions may apply if, as determined by the CEO/General Manager, the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. For FTA-funded procurements, nominal value shall mean under fifty dollars (\$50).

~~1.2. Omnitrans members of the Board and employees that are required by state law to submit California Form 700, Statement of Economic Interests, shall comply with reporting and gifts limits established in Form 700.~~

~~2. PERSONAL CONFLICT OF INTEREST~~

~~2.1. The Political Reform Act of 1974 maintains a conflict of interest Government eCode, Section 87500, under which certain designated employees and Board Members are required to disclose economic interests and are prohibited from participating in decisions that may have an effect on their financial interests.~~

~~2.2. No employee, officer, Board Member/alternate, or agent of Omnitrans may participate in the selection, award, or administration of a contract supported by Federal or State funds if a real or apparent conflict of interest would be involved exist. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:~~

~~2.2.1. The employee, officer, Board Member/alternate, or agent;~~

~~2.2.2. Any member of his or her immediate family;~~

~~2.2.3. His or her partner; or~~

~~2.2.4. An organization that employsees, or is about to employee, any of the above.~~

~~2.3. This policy does not prevent anyone named above from having, for normal investment purposes, a stock interest of less than one percent (1%) in any company traded on a securities exchange or in the over the counter market, nor is it intended to prevent borrowing money from commercial banks for normal personal purposes. In instances where the employee serves Omnitrans as a contract employee, the prohibition of the amount of stock interest shall not apply where such stock interests is associated with a benefit program available through the individual's parent firm.~~

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2.4. Relationships

~~2.4.1. In all procurement matters pertaining to Omnitrans, no employee, legal counsel, any member of an evaluation committee for a Omnitrans funded project, or member/alternate of the Board of Directors shall have any relationship or engage in any activity with which might:~~

~~2.4.1.1. Involve or lead to personal obligation that could impair the objectivity of such person's judgment; or~~

~~2.4.1.2. Given the appearance to others that favoritism or obligations exist between the Board or its members or employees, and any other party.~~

3. GIFTS

3.1. General Prohibitions:

~~3.1.1. Omnitrans Board members/alternate of the Board and employees or members of their households shall not:~~

~~3.1.1.1. In connection with services performed within the scope of their official duties, solicit nor accept for themselves or others, either directly or indirectly any gifts, gratuities, favors, loans, or anything of nominal intrinsic monetary value (collectively referred to throughout this Procurement Policy 1050 as "Gifts"), from a party who has an actual or party who has an actual or prospective business relationship with Omnitrans or from any person or entity which has interests that may be affected by the performance of the official duties of any Omnitrans employee, except as specifically exempted in this Procurement Policy 1050;~~

~~3.1.1.2. No person covered by this Procurement Policy 1050 shall accept Gifts, as defined above, totaling more than two hundred dollars (\$200.00) per fiscal year. No person covered by this Policy 1050 working in the Procurement Department shall accept Gifts of any value, as defined above.~~

3.2. General Exceptions

~~3.2.1. Omnitrans members of the Board members/alternates, employees and their household members may accept:~~

~~3.2.1.1. Unsolicited items of nominal intrinsic value;~~

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~~3.2.1.2. Occasionally receive; food, non alcoholic beverages for immediate consumption or entertainment having a retail value of less than ten dollars (\$10.00);~~

~~3.2.1.3. From a contractor food, beverages, or entertainment of a value of less than one hundred dollars (\$100.00) at a widely attended gathering such as the American Public Transportation Association meetings;~~

~~Reciprocal exchanges, or Gifts received from a source based on a personal relationship or personal friendships, unrelated to the official's position, and there is no evidence whatsoever at the time the gift is made that the official makes or participates in the type of governmental decisions that may have a reasonably foreseeable material financial effect on the individual who would be the source of the gift, which are given in recognition of special occasions of personal significance (i.e. marriage, birthday, adoption of a child) need not be reported and need not be considered in determining whether the reporting threshold has been reached.~~

~~Wedding gifts are reportable at one half (1/2) of the value of the gift.~~

~~This exception does not apply to Procurement staff or anyone participating in the evaluation process of a solicitation.~~

~~3.2.1.3.1. Evaluators must disclose any such personal relationship with proposers to avoid the appearance of a conflict.~~

~~3.3. Proper Personal Conduct Requires That:~~

~~3.3.1. Gifts or other gratuities, which might adversely affect the exercise of a Board Member's or employee's judgment in matters pertaining to Omnitrans or tend to impair public confidence in Omnitrans, must never be accepted.~~

~~3.3.2. Entertainment in any form must not be accepted if either party might feel an obligation.~~

~~3.3.3. Board Members or employees of Omnitrans shall not solicit gifts or gratuities, discounts, favors, or anything of intrinsic monetary value from contractors or potential contractors.~~

~~3.3.4. Omnitrans employees may participate in activities otherwise prohibited, where Omnitrans' interest will be served by such participation, provided the individual obtains advance written permission from his or her Supervisor and the CEO/General~~

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~~Manager shall provide a memorandum for the record indicating that participation was approved and specify the proposed benefit to Omnitrans.~~

~~3.4. Reporting the Receipt of Gifts and/or Gratuities~~

~~3.4.1. Omnitrans employees not governed by California Form 700 shall report to the CEO/General Manager no later January 31 of the following year.~~

~~3.4.1.1. Receipt of Gift(s) from any single source or from multiple sources having a cumulative value of more than fifty (\$50.00) in a calendar year.~~

~~3.4.1.2. Omnitrans personnel who receive gifts or gratuities or have gifts or gratuities received for them, in circumstance not in conformance with this policy, will promptly report the circumstances to their immediate supervisor for review, and notice to the CEO/General Manager for a recommendation.~~

~~3.5. Influence~~

~~3.5.1. Because situations involving conflict of personal interest can also impair judgment, no Board Member or employee of Omnitrans:~~

~~3.5.1.1. Shall have a financial interest in any other organization which might profit either from the decisions he or she makes in carrying out his Omnitrans responsibilities, or from his or her knowledge of Omnitrans actions or future plans.~~

~~3.5.1.2. Shall make investments or act for personal gain based upon special knowledge he or she obtained whether directly or inadvertently as a result of his or her position as a Board Member or employee of Omnitrans.~~

~~4.2. GUIDELINES FOR CONTRACTOR RELATIONSHIPS~~

~~4.1.2.1. Organizational conflicts in bidding: In order to avoid the appearance of or actual organizational conflicts of interest, the following policies shall apply to Contractors (any third party vendor, contractor or consultant and their employees or subcontractors) providing services to Omnitrans.~~

~~4.1.1.2.1.1. No Contractor shall be eligible to bid on any solicitation, procurement or contract developed from plans, specifications or drafted specifications, design, requirements, statements of work, invitations or bids and/or requests for proposals prepared in whole or in part by that Contractor, or on any "follow on" contract as determined in accordance with the most current guidance on interpretation of Government Code section 1090.~~

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~~4.1.2.2.1.2.~~ No Contractor may be involved in any aspect of evaluation, selection, or award of a contract for which that person may bid;

~~4.1.3.2.1.3.~~ No Contractor may participate in any aspect of a procurement for third party contract management service where the work which is to be reviewed by the third party contract manager has been awarded to that Contractor.

~~5.3.~~NEGOTIATION FOR EMPLOYMENT

~~5.1.3.1.~~ Omnitrans employees considering or negotiating future employment with an organization which has an actual or prospective business relationship with the Agency may not participate in any official action on behalf of the Agency with that organization.

“Negotiating” includes any action that reasonably ~~ye~~ could be ~~constructed~~construed as an indication of interest in future employment, including sending letters or resumes, making telephone inquiries or receiving unsolicited proposals from the entity’s representative regarding future employment. It is not necessary that there be any firm offer of employment or that Omnitrans’ employees initiates the contact.

~~5.1.1.3.1.1.~~ Omnitrans employees must file a written notice with their supervisor of any negotiation (including unsolicited proposals) for prospective employment with any entity which has an actual or prospective business relationship with the Agency. A copy of the notice shall be sent to Human Resources to be placed in the employee’s official personnel file. The employee has the burden of determining whether a prospective employer has an actual or prospective business relationship with the Agency.

~~5.2.3.2.~~ Post-OMNITRANS Employment Restrictions

3.2.1. Omnitrans employees who, within a year prior to their last day of employment with Omnitrans: a) have been significantly involved in procurement activities or project management responsibilities involving a party with an actual or prospective business relationship with the Agency; or b) have had direct responsibility for any matter of financial interest to a party with an actual or prospective business relationship with the Agency, may not be employed by that party to work directly or indirectly with any proposal or contract with Omnitrans, until at least one year after the employee or agent has ceased employment with Omnitrans.

~~5.2.1.3.2.2.~~ Omnitrans managers and above may not work directly or indirectly on any proposal or contract with Omnitrans, until at least one year after the employee or agent has ceased employment with Omnitrans.

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~~6.4.~~ VIOLATIONS AND ENFORCEMENT

- 4.1. The imposition of civil or criminal proceedings notwithstanding, violation of any of the provisions of this policy shall be subject to penalties, sanctions or other disciplinary actions up to, and including, termination of employment. Any disciplinary actions imposed shall remain a permanent part of the employee's personnel file.
- 4.2. The violation of any of this policy by Omnitrans members or officers will require correction of the violation in any manner provided for under the Political Reform Act, and its implementing regulations, as may be applicable to the violation.
- 4.3. Contractors or subcontractors that violate this policy as relates to an active FTA-funded procurement may be prohibited from bidding on the procurement, or may be subject to other action as deemed appropriate by the CEO/General Manager.
- ~~6.1.4.4.~~ Agents of Omnitrans that violate this policy as relates to FTA-funded procurements may be prohibited from participation on behalf of Omnitrans on federally funded projects, or subject to other action as deemed appropriate by the CEO/General Manager.

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Contractor Relations


Approved by Omnitrans Board of Directors
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Revised Board Approval: June 7, 2006
Revised Board Approval:

1. POLICY

- 1.1. Omnitrans maintains an “open door” policy and makes every effort to maintain a good business relationship with all bidders/~~proposers~~ and potential bidders/~~proposers~~ with whom it does business.
- 1.2. The ~~Contracts and Purchasing~~Procurement employees specifically and all agency management personnel in general under the direction of Omnitrans management assume the responsibility to:
 - 1.2.1. ~~Establish and m~~Maintain ethical ~~purchasing-procurement~~ policies and principles;_;
 - 1.2.2. Maintain open and fair competition;_;
 - 1.2.3. Maintain fair and clear ~~purchase and bid~~scopes of work and technical specifications;_;
 - 1.2.4. Observe and maintain honesty and candor in all transactions with suppliers;_;
 - 1.2.5. Respect the confidence of suppliers in the handling of ~~confidential~~ information;_;
 - 1.2.6. Remain free from any ~~personal~~ obligation to suppliers;_;
 - 1.2.7. Answer all inquiries promptly;_;
 - 1.2.8. Decline to take advantage of vendor errors;_;
 - 1.2.9. See that all sales representatives receive a full, fair, and courteous opportunity to present their products;_;
 - 1.2.10. Furnish complete and accurate information;_;
 - 1.2.11. Promote prompt payment of invoices;_;
 - 1.2.12. Keep an open mind to new methods, ~~technologies, and~~ procedures, ~~and providers of products and services;~~ and
 - 1.2.13. Encourage testing or demonstration of materials and products, which may be of value to Omnitrans.
- 1.3. At all times, all Omnitrans employees will operate with integrity and fairness. ~~to Omnitrans’ suppliers.~~

2. OBJECTIVE

- 2.1. Through these principles, Omnitrans intends to ~~create-maintain~~ an atmosphere in which Omnitrans, vendors, ~~stakeholders~~ and citizens can work together for the provision of goods and services to Omnitrans at a fair and reasonable price.

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<p>GENERAL POLICIES</p> <p>Special Federal Grantee Requirements and Applicable Laws</p>	<p>Approved by Omnitrans Board of Directors Date Approved: January 9, 2002 Revised Board Approval: June 7, 2006 Revised Board Approval: October 7, 2009 Revised Board Approval:</p>

1. POLICY STATEMENT

- 1.1. Omnitrans, as a recipient of federal assistance, is required to implement as part of its contracting program, a variety of federal laws and regulations regarding contractor labor relations, affirmative action for qualified handicapped individuals, domestic preference and environmental protection programs, an inspection and verification procedure to ensure compliance with Omnitrans' specifications, Federal motor vehicle safety standards, and Buy America Act requirements.
- 1.2. This policy prescribes some of the applicable Federal laws and regulations for Omnitrans contracts and purchases, and where appropriate, indicates the specific contract types and dollar thresholds requiring contractual coverage.
- 1.3. Omnitrans' Director of Procurement or designee will ~~assume~~ verify that the required provisions are included in all appropriate solicitations and contracts.
- 1.4. The Procurement Department will be responsible for reviewing these references from time to time in order to note updates to the various regulations.

2. FEDERAL REFERENCES

- 2.1. Federal references include the most recent version of the following documents:
 - 2.1.1. U.S. Department of Transportation, Federal Transit Administration (FTA), Master Agreement for Federal Transit Administration Agreements.
 - 2.1.2. FTA Circular on Third Party~~ing~~ Contracting Guidance, FTA C 4220.1F. (or latest revision)
 - 2.1.3. FTA Circular C5010.1~~ED~~
 - 2.1.4. ~~The Urban Mass Transportation Act of 1987~~ Federal Transit Act Amendments of 1991.
 - 2.1.5. Federal Transit Laws, 49 U.S.C. Chapter 53.
 - 2.1.6. Safe, Accountable, Flexible, Efficient, Transportation Equity Act-A Legacy for Users (SAFETEA-LU), Title 23 USC
 - 2.1.6.2.1.7. Moving Ahead for Progress in the 21st Century Act (MAP21)
 - 2.1.7.2.1.8. Sections 4001 and 1555 of the Federal Acquisition Streamlining Act of 1994, 41 U.S.C. § 403(11) and 40 U.S.C. § 481(b), respectively.

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2.1.9. 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2.1.10. Fixing America's Surface Transportation (FAST) Act

2.1.8-2.1.11. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("SuperCircular")

2.1.9. 49 CFR Part 19, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

2.1.10-2.1.12. Executive Order 12612, "Federalism.", and other applicable Executive Orders

2.1.11-2.1.13. Federal Acquisition Regulations, Part 31.

2.1.12-2.1.14. FTA Best Practices Procurement & Lessons Learned Manual.

3. REQUIRED THIRD PARTY CONTRACT CLAUSES AND CERTIFICATIONS, REPORTS AND FORMS

3.1. The following sections represent the most frequently used FTA Grantee Contract clauses and certifications. They are not intended to be all-inclusive listings and Contracting Officers are encouraged to refer to the FTA Circular 4220.1F and the FTA's Best Practices & Lessons Learned Manual or the FTA Best Practices Procurement website for a more comprehensive listing of Grantee Requirements.

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	REFERENCES
		FTA 4220.1F <u>MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010 Best Practices Procurement Manual</u>
a) Required Clauses for All FTA-Assisted Third-Party Contracts and Subcontracts		
No f Federal g Government o Obligations to t Third-parties P Parties (by u Use of a d Disclaimer)		§2f A.1.19
P Program fraud and f false or f Fraudulent s statements S Statements and related acts or C Claims – Civil and Criminal		§3.f A.1.20

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<u>Fraud</u>		
Access to <u>Third Party Contract</u> Records		<u>§15.t</u> <u>A.1.14</u>
<u>Changes to Federal</u> <u>Changes Requirements</u>		<u>§2.c(1)</u> <u>A.1.12</u>
Civil Rights <u>Requirements</u> (<u>EEO</u> , Title VI, & ADA, <u>EEO</u> (except special DOL construction clause))		<u>§12</u> <u>A.1.24</u>
<u>Disadvantaged Business</u> <u>Enterprises (DBEs)</u>	<u>Contracts awarded on the basis of a</u> <u>bid or proposal offering to use DBEs</u>	<u>§12</u>
<u>Incorporation of FTA Terms</u>	<u>Per FTA Circ. 4220.1F</u>	<u>§15.a</u>
<u>Awards Exceeding \$10,000</u>		
<u>Terminations Provisions</u>	<u>Contracts → \$10,000 (If 49 CFR</u> <u>section Part 18) applies</u>	<u>§11 and §15.a, which</u> <u>incorporate 49 CFR Part 18</u> <u>A.1.24</u>
<u>Special EEO provision for</u> <u>construction contracts</u>	<u>If 49 CFR Part 18 or Part 19 indicate</u> <u>that the DOL EEOC regulations at 41</u> <u>C.F.R. Chapter 60 apply.</u>	<u>§15.a, which incorporates 49</u> <u>CFR Part 18 and Part 19</u>
<u>Awards Exceeding \$25,000 Requirements for Disadvantaged Business Enterprises (DBEs)</u> <u>Contracts awarded on the basis of a bid or proposal offering to use DBEs</u> <u>12</u> <u>A.1.28</u>		
<u>Incorporation of FTA Terms</u>	<u>Per FTA Circ. 4220.1x</u>	<u>15.a</u> <u>A.1.30</u>
<u>Suspension and Debarment and</u> <u>Suspension</u>	<u>Contracts → \$25,000</u>	<u>§3.b</u>
<u>Awards Exceeding the Simplified Acquisition Threshold (\$150,000)</u> <u>(As of February 2011, OMB has not to date adopted the FAR clause 2.101 \$150,000 standard for grants.)</u>		
<u>Buy America</u>	<u>When tangible property or</u> <u>construction will be acquired</u>	<u>§14.a</u>
<u>Resolution of Disputes,</u> <u>Breaches or Other Litigation</u>		<u>§526</u>
<u>Clean Air</u>		<u>§25.b</u>
<u>Clean Water</u>		<u>§25.c</u>
<u>Awards Exceeding the Simplified Acquisition Threshold (\$100,000) by 49 CFR Section 29 Statute</u>		
<u>Lobbying</u>	<u>OMB Office of Federal Financial</u> <u>Management has not adopted the</u> <u>FAR clause 2.101 \$150,000</u> <u>simplified acquisition threshold</u> <u>standard.</u>	<u>§3.d</u>
<u>Clean Air</u>		<u>§25.b</u>
<u>Clean Water</u>		<u>§25.e</u>

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Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel	§14.b
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations	§14.c
Construction Activities		
Construction Employee Protections-Davis-Bacon Act	For Contracts >\$2,000	§24.a(1)
Construction Employee Protections-Contract Work Hours and Safety Standards Act	For — Contracts — >\$100,000 For contracts exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§24.ba(2)
Construction Employee Protections - <u>Sec. 1</u> Copeland Anti-Kickback Act - <u>Sec. 2</u> Copeland Anti-Kickback Act	All C contracts All construction contracts exceeding \$2,000	§24.a
*Bonding for Construction Activities Exceeding \$100,000 (except as otherwise required by State law)	5% Bid Bond 100% Performance Bond Payment Bonds equal to: -50% for contracts <\$1M to <\$5M -\$2.5M for contracts >\$5M	§15.o(1)
Seismic Safety	Construction contracts for new buildings or for existing buildings	§23.e
Non-Construction Activities		
Non-construction Employee Protection-Contract Work Hours and Safety Standards Act	For all turnkey, rolling stock, and operational contracts (excluding transportation services contracts) in excess of \$100,000	24.b
Transit Operations		
Transit Employee Protective Arrangements		§24.d
Charter Bus Operation		§28
School Bus Operations		§29
Drug Use and Testing	Safety Sensitive Functions	§32.b
Alcohol Misuse and Testing	Safety Sensitive Functions	§32.b
Planning, research, Development and Demonstration Projects		

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Patent Rights		§17
Rights in Data and Copyrights		§18
Special Notification Requirements for States		
Special Notification Requirements for States		§378
Miscellaneous Special Requirements		
Energy Conservation		§26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA	§15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects	§15.m
ADA Access	Contracts for rolling stock or facilities construction/renovation	§12.g
Assignability Clause	Procurements through assignments	§15.a, which incorporates 49 CFR Part 18 and 49 CFR Part 19
b) —Required Certifications, Reports and Forms		
Bus Testing Certification	Procurement of buses and modified mass-produced vans	15.n.d(4)
Transit Vehicle Manufacturer's (TVM) Certification	All rolling stock procurement	12.d.(1)
Buy America Certification	Procurements of steel, iron, or manufactured products exceeding \$100,000	14.a
Pre-award review	Rolling stock procurements exceeding \$100,000	15.n(3)
Pre-award Buy America Certification	Rolling stock procurements exceeding \$100,000	15.n(3)
Pre-award purchaser's requirement	Rolling stock procurements exceeding \$100,000	15.n(3)
Post-delivery review	Rolling stock procurements exceeding \$100,000	15.n(3)
Post-delivery Buy America certification	Rolling stock procurements exceeding \$100,000	15.n(3)
On-Site Inspector's Report	Rolling stock procurements for more than 10 vehicles	15.n(3)
Federal Motor Vehicle Safety Standards (Pre-award and post delivery)	Motor vehicle procurements (49 CFR 571)	15.n(3)
Lobbying	Procurements exceeding \$100,000	3.d(1)
Standard Form LLL and Quarterly updates (when	Procurements exceeding \$100,000 where contractor engages in lobbying	3.d(1)

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required)	activities	
Contract Administration System		7.b
Record of Procurement History		7.i
Protest Procedures		7.i
Selection Procedures		8.e
Cost/Price Analysis		10.a-b
Justification for Non-Competitive Awards	If applicable	9.h
No excessive bonding requirement		8.a
No exclusionary specifications		8.a
No Geographic preferences	Except for A and E services	8b
Evaluation of Options	If applicable	9.i

*Omnitrans follows the more restrictive State bonding requirements of 100% Payment and Performance bonds on applicable public works projects.

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except for construction contracts over \$2,000)

e) — Applicability of Federally Required Third Party Contract Clauses by Procurement Type

(excluding micro-purchases, except for construction contracts over \$2,000)

TYPE OF PROCUREMENT					
Clause <u>PROVISION</u>	Professional Services/-A- & E	Operations/ management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by use of a disclaimer)	All	All	All	All	All
False Statements or claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies All	>\$10,000 if 49 CFR Part 18 applies All	>\$10,000 if 49 CFR Part 18 applies All	>\$10,000 if 49 CFR Part 18 applies All	>\$10,000 if 49 CFR Part 18 applies All

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GENERAL POLICIES

Special Federal Grantee Requirements and
Applicable Laws

Approved by Omnitrans Board of Directors
Date Approved: January 9, 2002
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Civil Rights (Title VI, <u>ADA</u> , EEO, <u>Except Special DOL EEO</u> <u>clause for construction</u> <u>projects</u> <u>ADA</u>)	All	All	All	All	All
<u>Special DOL EEO clause for</u> <u>construction projects</u>				<u>>\$10,000</u>	
Disadvantaged Business Enterprises (<u>DBEs</u>)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
<u>Suspension and</u> <u>Debarment and Suspension</u>	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$ 105 0,000	>\$ 105 0,000	>\$ 105 0,000
Resolution of Disputes, Breaches or Other Litigation	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000
Clean Water	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000	>\$ 150 0,000
Cargo Preference			<u>Involves</u> <u>property</u> <u>transported</u> <u>by ocean</u> <u>vessel.</u>	<u>Transport by</u> <u>ocean</u> <u>vessel. Involves</u> <u>property</u> <u>transported</u> <u>by ocean</u> <u>vessel.</u>	<u>Transport</u> <u>by ocean</u> <u>vessel. Involves</u> <u>property</u> <u>transported</u> <u>by ocean</u> <u>vessel.</u>
Fly America	<u>Involves</u> <u>Foreign air</u> <u>Transp./</u> <u>travel or</u> <u>travel by air</u>	<u>Foreign air</u> <u>Transp./</u> <u>travel Involves</u> <u>foreign</u> <u>transport or</u> <u>travel by air</u>	<u>Foreign air</u> <u>Transp./</u> <u>travel Involves</u> <u>foreign</u> <u>transport or</u> <u>travel by</u> <u>air</u>	<u>Foreign air</u> <u>Transp./</u> <u>travel Involves</u> <u>foreign</u> <u>transport or</u> <u>travel by air</u>	<u>Foreign air</u> <u>Transp./</u> <u>travel Involves</u> <u>foreign</u> <u>transport or</u> <u>travel by air</u>
Davis-Bacon Act				>\$2,000 (<u>including</u> <u>als</u> <u>o ferry</u>	

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GENERAL POLICIES

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Contract Work Hours and Safety Standards Act		> \$\$2,500 100,000 (except transportation services excepted)	> 2,500 >\$100,000	vessels) > 2,000 100,000 (also ferries)(includ ing ferry vessels)	
Copeland Anti-Kickback Act <u>Section 1</u> <u>Section 2</u>				All >\$2,000 (including als o ferryies vessels)	
Bonding				\$100,000	
Seismic Safety	A and E for new buildings and & additions			New buildings and additions	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit O operations/ <u>Safety</u> <u>Sensitive</u>			
Alcohol Misuse and testing		Transit Operations			
Patent Rights	Research and Development				
Rights in Data and Copyright Requirements	Research and Development				
Energy Conservation	All	All	All	All	All
Recycled Products		Contracts for items designated by EPA-		EPA-selected items \$10,000 or more annually Cont	EPA- selected items \$10,000 or

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		selected items when procuring \$10,000 or more per year <u>annually.</u>		facts for items designated by EPA when procuring \$10,000 or more per year	more annually. contracts for items designated by EPA when procuring \$10,000 or more per year
Conformance with ITS national Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	A&-and-E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to <u>States</u>	Limited to <u>States</u>	Limited to <u>States</u>	Limited to <u>States</u>

4. STATE AND LOCAL REFERENCES

- 4.1. Joint Powers Authority, ~~created~~amended by the member entities on July 1, ~~1976~~2016, and ~~City of San Bernardino Municipal Code Section 3.04.070F and 3.04.080. San Bernardino County Code of Ordinances, Title 1, Division 4.~~
- 4.2. California Government Code Sections 1090, 1126, 87100, 87306, Resolution No. 140-96, and any other applicable provisions of the Government Code and any conflict of interest Code applicable to Omnitrans employment.
- 4.3. All other applicable federal, state and local laws, codes, regulations, and standards.

PURCHASING THRESHOLDS

Approved by Omnitrans Board of Directors
Date Approved: January 9, 2002
Revised Board Approval: June 7, 2006
Revised Board Approval: October 3, 2007
Revised Board Approval: October 7, 2009
Revised Board Approval: June 3, 2015
Revised Board Approval:

1. POLICY STATEMENT

- 1.1. This policy sets forth the requirements for micro, mini and small purchases. This policy includes other simplified purchase procedures, such as petty cash and procurement cards. Consistent with guidance set forth in Federal Transit Administration (FTA) Circular 4220.1F, Section VI.2.3.a, the procurement of supplies, materials and equipment, services and miscellaneous procurements that do not exceed an aggregate amount of the simplified acquisition threshold, ~~fixed at 41 U.S.C. § 403(11),~~ currently set at \$150,000 ~~as of January 2007~~, may be procured by the use of Small Purchase Procedures or other simplified methods.
- 1.2. It is the full responsibility of the requisitioning department to ensure funds are available within the department's budget for any requested procurement.
- 1.3. Consistent with the requirements of the SuperCircularCommon Grant Rules and the guidance provided by the FTA's Circular 4220.1F, Section 6, a cost/price analysis shall be performed in connection with each procurement action. The method and degree of analysis depends on the facts and circumstances surrounding each procurement. As a starting point, Omnitrans will make independent cost estimates before receiving bids or proposals.
- 1.4. A procurement value over \$100.00 requires requisition creation in the Enterprise Resources Planning (ERP) system -Ellipse, which flows through the hierarchy for approval.
- 1.5. Under no circumstances shall procurements be separated into smaller amounts for the purpose of avoiding procurement procedures.

2. PROCUREMENT TYPES

- 2.1. The Omnitrans Procurement Process is divided into two main types of procurement:
 - 2.1.1. Formal – procurements for goods and services in excess of ~~\$100,000.00~~ \$150,000. These procurements are approved by the Omnitrans Board of Directors.
 - 2.1.2. Informal – procurements including petty cash, micro-procurements, mini-procurements, and small procurements.
- 2.2. Procurement personnel use the automated ERPMincom-Ellipse system to plan, conduct, track, and audit procurements.
 - 2.2.1. In some cases, Omnitrans personnel can use CAL-Cards, as specified in Section 3, "Procurement Card Policies & Procedures."

PURCHASING THRESHOLDS

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2.2.2. Various Omnitrans personnel are responsible for the proper conduct of procurements, as specified in Policy 1020, Responsibilities.

2.3. The applicable procedure will depend on the purchase amount. Additional requirements will apply depending on the subject of the procurement:

2.3.1. **\$100.00 and below** – Petty cash procedure, P-Card or Micro-procurement.

2.3.2. **\$3,000.00 and Below** – Micro-Purchase Procedure--[FTA Circular 4220.1F](#), **Section VI.3.a**

2.3.2.1. Micro-procurements may be used for goods/services costing not more than a \$3,000 award amount.

2.3.2.2. Micro-procurements do not require action by the Board of Directors.

2.3.2.3. Although Micro-procurement does not require multiple quotes, purchases shall be of a fair and reasonable price and should be rotated among vendors offering competitive prices for the same quality. Documentation proving that price is fair and reasonable and the method of determination shall be retained with each transaction. Construction contracts over [\\$12,000.00](#) require compliance with Federal Procurement Requirements, such as the Davis-Bacon Act; and specific construction terms and conditions must be used for these procurements.

2.3.3. **\$3,000.01 to \$50,000.00** – Mini-Procurement Procedure--[FTA Circular 4220.1F](#), **Section VI.3.b**

2.3.3.1. Mini-procurements may be used for goods/services costing \$3,000.01 and not more than a \$50,000.00 award amount.

2.3.3.2. Mini-procurements shall be processed through a competitive solicitation process whereby a minimum of 3 quotes are obtained. Such quotes are to be documented and filed with each transaction.

2.3.3.3. If unable to obtain the required quotations, a written justification shall be prepared and filed with each transaction. Sole source and emergency procurements shall follow the requirements in [Section 7 and 8 of](#) Policy 2010.

2.3.3.4. Mini-procurements do not require action by the Board of Directors.

2.3.3.5. All construction procurements of [\\$12,000.00](#) or more must be reviewed by the Procurement Department.

PURCHASING THRESHOLDS

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2.3.4. ~~\$50,000.01 to \$100,000.00~~\$150,000.00 – Small Procurement Procedure--FTA **Circular** 4220.1F, Section VI.3.b

- 2.3.4.1. Small procurements may be used for goods/services at least \$50,000.01 and not more than a ~~\$150~~\$150,000.00 award.
- 2.3.4.2. Small procurements require action by the Board of Directors for award and must be signed by the CEO/General Manager.
- 2.3.4.3. In compliance with FTA recommendations and requirements, procurements that do not exceed the stated threshold for Small Procurements do not require use of the Formal Procurement procedure.
- 2.3.4.4. In the award of A&E Contracts, Omnitrans will select the most qualified firm and then negotiate a price with that firm only. ~~(See Policy 4050-2.2)~~
- 2.3.4.5. Price or rate quotations obtained for small procurements shall be documented and filed with each transaction.

2.3.5. ~~\$100,000.01~~\$150,000.01 and above – Formal Procurement Procedure--FTA **Circular** 4220.1F Section VI.3.c

- 2.3.5.1. In compliance with FTA recommendations and the requirements of the SuperCircularCommon Grant Rules, procurements for goods/services exceeding ~~\$150~~\$150,000.00 per award require the use of a Formal Procurement process which includes:
 - 2.3.5.1.1. Acquisition planning and identification of funding sources.
 - 2.3.5.1.2. Development of Specifications.
 - 2.3.5.1.3. Board authorization to release Invitation for Bids (IFB) and Request for Proposals (RFP).
 - 2.3.5.1.4. Advertisements.
 - 2.3.5.1.5. Competitive Bid Process.
 - 2.3.5.1.6. Evaluation of Bids or Proposals.
 - 2.3.5.1.7. Board Authorization of Contract Award.

2.3.6. Procurement of Design-Build--FTA **Circular** 4220.1F, Section VI.h

PURCHASING THRESHOLDS

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2.3.6.1. OMNITRANS shall procure design-build services based on the requirements of [State law](#), 49 USC, Section 5325(d)(2) and the recommendations of FTA Circular 4220.1F, Section VI.3.h. Whether the work to be performed is construction predominant or design services predominant will determine if competitive negotiations/sealed bids will apply or if the Brooks Act will be required. However, qualifications-based competitive proposal procedures should not be used to procure design-build services when the preponderance of the work to be performed is not A&E in nature as defined in 49 USC Section 5325(b)(1), unless required by State law.

GENERAL PROCUREMENT
Emergency & Non-Competitive Procurements

Approved by Omnitrans Board of Directors

Date Approved: January 1, 2002

Revised Board Approval: June 7, 2006

Revised Board Approval: October 7, 2009

Revised Board Approval: June 3, 2015

1. EMERGENCY PROCUREMENT POLICY

- 1.1. In accordance with ~~the Public Utilities Code 130234 and Public Contract Code (PCC) 20134 and 220500233~~, Omnitrans may conduct procurement on an emergency basis if the procurement is essential to an Omnitrans requirement to deal with an existing emergency condition, as defined in the section below.
- 1.2. ~~Both PUC 130234 and PCC 20233, PCC 22050 requires a four fifth vote and two-thirds finding by the Board that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency, and continued review by the Board of the need for the emergency action. public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property and proceed to expend or enter into a contract without observance of the provisions of the applicable articles regarding contracts, bids, advertisement or notice.~~
- 1.3. For purposes of an emergency procurement under this policy, an "emergency condition", is a great public calamity (such as an extraordinary fire, flood, storm, or other disaster, epidemic, riot, terrorist activity, equipment failure), interruption of contracts essential to the provision of daily transit service, or which creates an immediate threat to the public health, welfare, or safety. The existence of an emergency condition creates an immediate need for supplies, services, or construction which cannot be met through normal procurement methods, and the lack of which would seriously threaten one (1) or more of the following:
 - 1.3.1. The health or safety of any person;
 - 1.3.2. The preservation or protection of property; or
 - 1.3.3. The continuation of necessary Omnitrans functions.
- 1.4. If that anticipated cost exceeds \$50,000, the CEO/General Manager will attempt to get the approval of the Chairman of the Board before authorizing the request.

2. NON-COMPETITIVE/SOLE SOURCE PROCUREMENT POLICY

- 2.1. Procurement of supplies and services, without competition, may be authorized under limited conditions, and subject to written justification documenting the conditions which prevent competitive solicitation. The need for a non-competitive procurement is recognized when Omnitrans' interests are best served. However, Procurement Staff are encouraged to avoid continuation of non-competitive contracts.
- 2.2. The conditions and limitations for use of service agreements and emergency procedures are described in FTA Circular 4220.1F, Section VI.3.i (1) (b). As stated, procurement by noncompetitive proposals may be used only when the award of a

GENERAL PROCUREMENT

Emergency & Non-Competitive Procurements

Approved by Omnitrans Board of Directors

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contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following situations prevails:

- 2.2.1. The item is available only from a single source, i.e. licensed software, patented material or process, etc.
- 2.2.2. The public exigency or emergency for the requirement prevents any delay caused by competitive solicitation. Upon determining that immediate remedial measures to avert or alleviate damage to property or to repair or restore damaged or destroyed Authority property, the CEO/General Manager may authorize the expenditure of money for the direct purchase of goods, services or construction without the observance of competitive bidding requirements to ensure the facilities and equipment of the Authority are available to service the transportation needs of the general public. After any such expenditure, the CEO/General Manager shall submit to the Board a complete report explaining the necessity of the action.
- 2.2.3. FTA authorizes non-competitive negotiations.
- 2.2.4. After solicitation from a number of sources, Omnitrans deems competition inadequate.
- 2.2.5. Public Calamity. In a case such as an extraordinary fire, flood, storm, epidemic, terrorist activity, or other disaster or interruption of contracts essential to the provision of daily transit service or catastrophic failure of revenue producing equipment or facilities, the CEO/General Manager declares that public interest and necessity require immediate expenditure of money to safeguard life, health or property and direct the Authority to enter into contract(s) without observance of public bidding requirements. After any such expenditure, the CEO/General Manager shall submit to the Board a complete report explaining the necessity of the action.
- 2.2.6. The item is an associated capital maintenance item procured directly from the original manufacturer or supplier of the item. If this is the case, Omnitrans must certify in writing to the FTA (before approving the contract) that:
 - 2.2.6.1. The manufacturer or supplier is the only source for such item.
 - 2.2.6.2. The price of such item is no higher than the price paid for the item by other like customers.
- 2.2.7. For non-FTA funded procurements, and except as may otherwise be limited by applicable law, Omnitrans determines that a non-competitive procurement is in the public interest and in the best interest of Omnitrans.



P-CARD PROGRAM
POLICY STATEMENT

Approved by Omnitrans Board of Directors
Date Approved: January 9, 2002
Revised October 3, 2017

1. POLICY STATEMENT

It is the policy of OMNITRANS that low-dollar purchases (less than ~~\$2,500.00~~\$3,000.00) should generally be made using procurement cards. Any procurement request greater than ~~\$2,500.00~~\$3,000.00, or those that have special purchasing restrictions, must be ordered through the established purchasing process utilizing a purchase order and recorded through the ~~Ellipse~~Enterprise Resource Planning system.

2. PURPOSE

This policy provides basic guidance and information for OMNITANS' P-Card Program. The policy identifies what can be purchased with a P-Card and who can use the P-Card. For more detailed procedures governing the P-Card Program, please refer to Procurement Procedure 3000-~~1~~.

3. PROCUREMENT CARD DESCRIPTION AND USE

The P-Card is a corporate liability procurement card that looks like a traditional credit card, and is used in a similar manner, but with OMNITRANS as the cardholder. The P-Card is simply a procurement payment method and does not change or modify any existing procurement policy concerning preferred vendors, restricted purchases, documentation requirements, etc. A P-Card may be used to purchase any authorized goods or services for OMNITRANS except the following:

- Anything for personal use or non-OMNITRANS purposes;
- Any order that exceeds the ~~\$2,500.00~~\$3,000 Single Transaction Limit. (A transaction may consist of one or many items. Regardless of the unit price, if an order totals more than ~~\$2,500.00~~\$3,000.00, it must go through the normal procurement process. Splitting a large order or purchase into multiple transactions, each less than ~~\$2,500.00~~\$3,000, is not authorized;
- Alcohol, alcohol products, alcoholic beverages;
- Ammunition or weapons;
- Drugs and narcotics;
- Automotive parts, repairs, or maintenance (excludes Parts Department, Maintenance Department);
- Expenses related to any unauthorized travel;
- Instructors or speakers;



P-CARD PROGRAM
POLICY STATEMENT

Approved by Omnitrans Board of Directors

Date Approved: January 9, 2002

Revised October 3, 2017

- Fixed asset purchase (an item or equivalent with a cost of \$5,000 or more);
- Gasoline, diesel fuel, oil, and grease (excludes Parts Department, Maintenance Department, Stops & Stations Workers, and those individual cardholders with authorized travel requests that include rental vehicles);
- Leases or other contractual agreements, regardless of cost;
- Land leases or rentals;
- Legal fees;
- Hazardous chemical (contact Safety, Security & Regulatory Compliance);
- Special Occasion Items (flowers, fruit baskets, candy, balloons, etc.);
- Any purchase prohibited by another OMNITRANS policy;
- Capital Equipment and controlled assets;
- Personal items;
- Computer Hardware and Software;
- Software License Agreements;
- Maintenance Agreements and Renewals;
- Material requiring a license to purchase and/or use;
- Medical expenses;
- Off-site Record Storage;
- Cash Advances, gift certificates (except for approved OMNITRANS functions);
- ~~Employee Recognition and u~~Unauthorized Business Entertainment; ~~and~~
- Independent Contractors, Consultants and Professional Services;
- Systems office furniture;
- Car leases or rentals, except for Managers and above or as authorized.
- Training, except for Managers and above or as authorized.

4. PROCUREMENT CARD ELIGIBILITY

The P-Card is a limited/restricted credit card, imprinted with the name of the person



P-CARD PROGRAM
POLICY STATEMENT

Approved by Omnitrans Board of Directors
Date Approved: January 9, 2002
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authorized to use it, an account number, and an expiration date. P-Cards must be authorized and approved by the CEO/General Manager. In order to obtain and use a P-Card, the employee that the card has been issued to must be trained and certified in its use.

5. PROCUREMENT CARD RESTRICTIONS

P-Cards are individual, not departmental, procurement cards. Therefore, P-Cards cannot be transferred from one employee to another. Any employee who needs a P-Card must submit a written request to his or her Director and/or Manager, who will submit the request to the CEO/General Manager for final approval.

P-Card activities shall be monitored and audited on a random basis to ensure that unauthorized goods and services are not purchased. P-Cards used to purchase unallowed items will be cancelled. Anyone who makes unauthorized purchases, or uses the P-Card in an inappropriate manner, shall be subject to disciplinary actions; including possible termination of employment, criminal prosecution and repayment of unauthorized or inappropriate purchases, and any collection costs or attorneys' fees incurred as a result thereof.

- 5.1. P-Cards that are lost or stolen must be reported immediately to the US Bank at 1-800-344-5696 (24 hours-a-day, 365 days-a-year). The Cardholder **MUST** also immediately notify the Director of Finance at the first opportunity during normal business hours at (909) 379-7131.
- 5.2. Failure to properly follow and comply with the P-Card policy and procedures shall result in cancellation of the P-Card.
- 5.3. Upon termination of employment, whether voluntary or involuntary, the P-Card must be immediately returned to OMNITRANS.

6. ESTABLISHING A P-CARD SYSTEM

- 6.1. Setting up a P-Card system for a department requires the following steps:
 - 6.1.1. The department selects employees to use P-Cards to procure goods and services, or for specific expenditures incurred under approved conditions.
 - 6.1.2. The Department Director/Manager submits the recommendation to the CEO/General Manager for approval and requests that P-Cards be issued to designated employee(s).
 - 6.1.3. The P-Card Administrator(s) trains all selected employees in the proper use of P-Cards before the cards are issued.
- 6.2. The Procurement Card (P-Card) is designed to increase Omnitrans' efficiency on



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Procurement Procedures Manual

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**P-CARD PROGRAM
POLICY STATEMENT**

Approved by Omnitrans Board of Directors

Date Approved: January 9, 2002

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low-dollar procurements by giving individual departments the authority and responsibility to make the procurements directly from suppliers. In this way, the P-Card eliminates the need for some purchase orders, check requests, and the use of petty cash.

FORMAL PROCUREMENT POLICY
Sealed Bids & Competitive Proposals

Approved by Omnitrans Board of Directors
Date Approved: January 9, 2002
Revised Board Approval: October 2, 20013
Revised Board Approval: June 3, 2015
Revised Board Approval:

1. POLICY STATEMENT

- 1.1. Procurements over \$~~100,000.00~~150,000.00, as defined as in FTA C4220.1F, and contracts for construction of buildings and structures as identified in Public Contract Code Section 20121 exceeding \$4,000.00 shall require a formal procurement process.
- 1.2. Requirements for goods or services with an aggregate value of \$~~100,000.00~~150,000.00 per acquisition, or per contract period including option years shall be processed in the same fashion. These requirements include:
 - 1.2.1. Rental/lease payments;
 - 1.2.2. Maintenance service contracts including option years; and,
 - 1.2.3. Construction projects (except as noted above).
- 1.3. **NOTE:** Purchases in excess of \$50,000.00, but not greater than \$~~100,000.00~~150,000.00 shall not require formal authorization for release from Omnitrans' Board of Directors. All purchases in excess of \$~~100,000.00~~150,000.00, however, shall be processed formally including obtaining authorization for release of solicitation from Omnitrans' Board of Directors.
- 1.4. Tag-Ons. A tag-on is the adding on to the contracted quantities (base and option) as originally advertised, competed, and awarded. In accordance with federal regulations, the use of Tag-Ons is strictly prohibited unless a sole source finding is made in accordance with the requirements of Policy 2010.
- 1.5. Piggybacking (where the contract resulted from an open and competitive advertisement, evaluation, and award). Piggybacking is an assignment of existing contract rights to purchase supplies, equipment, or services. Omnitrans, where possible, will seek to take advantage of existing contracts awarded by other governmental entities for goods and services.
- 1.6. Federal Cost Principles: Costs or prices based on estimated costs for contracts funded through Federal grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal Cost Principles. (Federal Acquisition Regulations, Part 31). Omnitrans may reference its own cost principles that comply with applicable Federal cost principles.

2. EXCEPTIONS

FORMAL PROCUREMENT POLICY
Sealed Bids & Competitive Proposals

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Date Approved: January 9, 2002
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There are situations in which procurements that would otherwise meet the requirements for the formal procurement process are exempt. See Policy 2010, Emergency Procurements and Non-Competitive/Sole Source Procurement, for more information on exceptions to the formal procurement process.

3. INVITATION FOR BIDS (IFB)

3.1. In support of certain formal procurement transactions, Omnitrans' staff will send out an Invitation for Bids (IFB) when seeking to procure supplies, equipment, materials, and construction projects. The existence of the following factors will determine whether Omnitrans should use the IFB method of awarding a contract:

- 3.1.1. A complete, adequate, and realistic specification or a clear scope of work (SOW) is available;
- 3.1.2. Two or more bidders are willing and able to compete effectively for the contract;
- 3.1.3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price;
- 3.1.4. No discussion with bidders is needed after receipt of offers;

3.1.5. Low bid award is required pursuant to Public Contract Code Section 20121.

3.2. AWhen using an IFB process, a award is made to the lowest, responsive, responsible bidder.

4. REQUEST FOR PROPOSALS (RFP)

4.1. Formal procurement transactions calling for a Request for Proposals (RFP) are normally conducted with more than one anticipated source submitting a proposal, and awards are generally made to the responsible firm whose proposal offers Omnitrans the most advantageous terms with price and other factors considered.

4.2. The competitive negotiations (RFP) process shall be used for:

- a. Professional Services
- b. Support Services
- c. Technical services
- d. Operational Services
- e. Maintenance Services

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- f. Architectural and Engineering Services (A&E), or
- g. Specialized Transit Equipment as defined.

5. RFP (COMPETITIVE PROPOSAL) AWARD PROCESS

- 5.1. Unless all proposals are rejected, contract award will be made to the responsive and responsible firm offering the most advantageous terms with price and other factors considered.
 - 5.1.1. For projects less than \$50,000, award will be made with the authorization of the CEO/General Manager or his/her designee.
 - 5.1.2. For projects of \$50,000 or more, award will be made with the authorization of the Board of Directors.
- 5.2. Public Award Announcement. Any award announcement issued by Omnitrans for goods and services (including construction services) having an aggregate value of \$500,000.00 or more shall specify the amount of the Federal funds as a percentage of the total costs of the award.
- 5.3. In all sealed proposal procurements, except for A&E, the award of contracts shall be to the responsive and responsible firm offering the most advantageous pricing terms.
- 5.4. If the award is to be made to other than the bidder offering the most advantageous pricing terms, except for A&E, a full justification memorandum should be prepared and put into the contract file.
- 5.5. In the unlikely event that identical bids are received, the successful bidder will be determined based upon the assessment and evaluation of the bids by Omnitrans' designated Evaluation Committee.
- 5.6. Award of A&E contracts shall be based on demonstrated competence and qualifications, pursuant to a qualifications based procurement in compliance with FTA Circular 4220.1F.
- ~~5.6.~~5.7. The Board of Directors is not bound by the recommendation of the Evaluation Committee or working staff when they believe their action will further Omnitrans' statutory functions.
- ~~5.6.1-5.7.1.~~ However, the decision of the Board of Directors must be consistent with the solicitation's (RFP) written evaluation criteria and requirements, and must have

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a rational basis for the decision, which is fully documented for the procurement files.

5.7.5.8. Sound and Complete Agreement

5.7.1-5.8.1. All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of the small purchase threshold.)
- b. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

5.7.2-5.8.2. Contracts shall be reviewed to ensure that each is a sound and complete agreement, as well as for compliance with FTA requirements under its Circular 4220.1F and Omnitrans' Policy and Procedures. The Contract and Procurement Review Worksheet (Attachment A) will be used to document the review.

6. BONDING

6.1. Bonds are required for all construction contracts valued at over \$25,000 (see FTA Circular 4220.1F, Section IV.2.i(1) for FTA requirements). Bond or surety requirements will not be waived without the permission of the Board of Directors. The following minimum criteria apply:

- A bid guarantee equivalent to 5% of a proposers' bid price, consisting of a firm commitment such as a bid bond, certified check or other negotiable instrument submitted with a bid to ensure the bidder will honor its bid upon acceptance by Omnitrans.
- Performance bond equal to 100% of the contract price to ensure contractor completes its obligations under a contract.
- Payment bonds required pursuant to Civil Code section 9554 shall be in an amount equal to 100% of the contract price. Payment bonds in all other cases shall be equal to the following to ensure a contractor will pay all who provide labor and materials for the completion of a contract:

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- a) For construction contracts priced at <\$1 million: a payment bond equal to 50% of the contract price;
- b) For construction contracts over \$1 million but less than \$5 million: a payment bond equal to 40% of the contract price;
- c) For construction contracts over \$5 million: a payment bond of \$2.5 million.

7. AWARD OF THE CONTRACT

- 7.1. Upon award of the contract by the Omnitrans' Board of Directors, the Contracts staff will notify unsuccessful bidders in writing and, if applicable, return their bid bonds.
- 7.2. Bid bonds submitted by the successful bidder will be retained by Contracts staff.
- 7.3. A preliminary notice of award shall be issued to the successful bidder notifying them that they have been selected for award and that an integrated bilateral contract document will be forthcoming. The conformed contract shall include, but not be limited to, the final negotiated terms and conditions, including price, specifications, warranty provisions, etc.

8. PROGRESS PAYMENTS

- 8.1. Progress Payments. Omnitrans may use progress payments provided the following requirements are met:
 - 1) Progress payments are considered to be to the best interest of the Agency.
 - 2) Progress payments are only made to the contractor for costs incurred in the performance of the contract.
 - 3) Omnitrans must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect the Omnitrans' interest in the progress payment.
- 8.2. Formal Review of Progress Payments
 - 1) Requests for progress payments shall be formally reviewed with results documented and filed with each Contract.

9. REQUIRED FEDERAL CLAUSES

- 9.1. Contracts staff will review the contract to ensure that all the applicable Federal, State, and local clauses are included.

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- 9.2. These clauses ~~would~~ may include, but are not be limited to, the following provisions, as applicable based on the type of services: Civil Rights, DBE, Buy America, Lobbying, Debarment, and Davis-Bacon Act. The Contracts staff will also ensure that, where required, the proper certifications are included with each proposal and signed by the appropriate individual.

10. DEFINITIONS

- 10.1. Competitive Purchases \$~~100,000.01~~150,000.01 and Over

Competitive Purchases are defined as any purchase with a value of \$~~100,000.01~~150,000.01 and above. Purchases of this amount require full and open competition. Formal procurement methods (sealed bid/competitive proposals) must be utilized, and most procurements of this nature are subject to Federal/State requirements. Board approval is required prior to the procurement process starting and then prior to contract award. Technical specifications/scope of work and/or any other specific requirements shall be prepared by the requesting department and submitted to the Procurement Department. The Procurement Department will prepare and publicly release an Invitation for Bids (IFB) or a Request for Proposals (RFP), as appropriate. (See sections Policy 4000.3 and 4000.4 for further discussion). IFBs/RFPs are publicly advertised in newspapers of general circulation, in addition to being emailed directly to the sources that are registered in Omnitrans' online vendor database. Competitive procurements are also posted on Omnitrans' website.

The threshold requirements, as outlined above, apply to the aggregate purchase amount of the required goods or services. It is not Omnitrans' policy to separate related costs for the express purpose of avoiding the competitive bid process

- 10.2 Non-Competitive (Sole Source) Procurement

Under some circumstances, noncompetitive negotiations or "sole source" procurements may prove necessary to obtain goods or services without requiring formal procurement procedures. (See Policy 2010).

- 10.3 Options

Option items may be included in contracts entered into by Omnitrans. An option is a unilateral right in a contract by which, for a specified time, Omnitrans may elect to purchase additional equipment, supplies, or services called for in the contract or may elect to extend the term of the contract. If Omnitrans chooses to use options, the requirements below apply:

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1. Evaluation of Options

- a. If required in the solicitation, the option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options shall be considered a sole source procurement.

2. Exercise of Options

- a. Omnitrans must ensure that the exercise of an option is in accordance with the terms and conditions of the option provisions stated in the initial contract awarded.
- b. To the extent possible, the exercise of contract options shall be measured in terms of its ability to either enhance or positively influence staff's ability to fully support Omnitrans' strategic plan.
- c. An option may not be exercised unless Omnitrans has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.
- d. As of May 2002, the FTA has rescinded its five-year contract term limitation for some FTA-funded contracts, including "revenue contracts." Good procurement practice requires that Omnitrans enter into contract terms no longer than is minimally necessary to accomplish the purpose of the contract. Therefore, it remains the general practice of Omnitrans to contract for terms not exceeding a five (5) year period, inclusive of options. Procurements of rolling stock and replacement parts remain limited by law to five (5) years.

10.4 Federal General Service Administration (GSA) Schedules

Under certain circumstances, Omnitrans may be permitted to make purchases through Federal GSA supply schedules in accordance with GSA published procedures, as outlined in the Best Practices Procurement Manual. The Procurement Department will determine if the proposed procurement can utilize existing Federal GSA schedules and follow Procurement Procedure 4000-~~1~~.

10.5 Procurement Department Files

The Procurement Department maintains a procurement history file which provides an audit trail from the initiation of a purchasing requirement through contract closeout. Where appropriate, the files will include documentation such as the requisitions,

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independent cost estimate, list of sources solicited, specifications/scope of work, original solicitation, amendments, proposals, bid evaluation results, determination that price is fair and reasonable, contract or purchase order, change orders, Board agendas, copies of public notices, insurance documents, evidence of performance/payment or other bond documents, notice of award, notice to proceed, and all other related correspondence.

10.6 Geographic Restrictions

Omnitrans will not use geographic preferences in the award of contracts except in the case of procurement of ~~architectural and engineering (A&E)~~ services, where knowledge of local conditions and building codes is a relevant factor in the quality of the A&E services.

10.7 Progress Payment

In some circumstances, Omnitrans may enter into contracts that require the use of progress payments. Progress payments shall only be made to the contractor for costs incurred in the performance of the contract. In addition, the Agency must obtain title to the property (materials, work in progress, finished goods) for which the progress payments are made. The Agency ~~shall~~ does not use federal funds to participate in funding payments (advance payments) to a contractor prior to the incurrence of costs by the contractor.

10.8 Solicitation Bidders List

In addition to the general requirement for full and open competition (publicly advertised solicitations), the Agency maintains a bidders list of eligible and qualified vendors who have expressed an interest in receiving solicitations. The bidders list contains the names, addresses, and point of contact for entities that will receive the solicitation. Firms responding to the publicly advertised notice for a specific solicitation are added to the mailing list.

10.9 Pre-Bid and Pre-Proposal Conference

Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective bidders and explaining complicated specifications and requirements. The conference is chaired by the responsible Procurement Department staff member and is an open forum where potential respondents may address ambiguities in the solicitation documents. Notice of the conference is included in the solicitation at the time of issuance.

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10.10 Cost and Price Analysis

Some form of cost or price analysis shall be made and documented for every procurement action, including contract modifications, except as indicated in the procedure. The method and degree of analysis is dependent on the facts surrounding the particular procurement. At a minimum, Omnitrans shall develop independent cost estimates for each procurement before receiving bids or proposals. The intent of performing a cost or price analysis is to ensure Omnitrans receives a fair and equitable price consistent with the required quality, delivery, and overall terms of the transaction. All cost/price analyses will be documented and such documents shall be retained in the procurement files.

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1. POLICY STATEMENT

- 1.1. The purpose of this ~~section~~Procurement Policy is to establish policy for administrative resolution of protests arising in the acquisition process and to implement applicable Federal Transit Administration (FTA) requirements and California statutes.
- 1.2. The protest policy herein does not include the actions to be taken by Omnitrans officials in reacting to legal actions initiated by dissatisfied contractors in the U.S. Courts pertaining to Omnitrans contract award decisions.
- 1.3. Omnitrans shall have the responsibility to resolve protests of all contract awards. As appropriate, staff shall explore and use alternative dispute resolution procedures if it is deemed to be in the best interest of the Agency.
- 1.4. Omnitrans shall notify the FTA in a timely manner when it receives a third party contract protest on contracts funded by the FTA. Omnitrans shall also keep the FTA informed on the status of such protests.
- 1.5. All Omnitrans procurements shall be conducted in a manner which assures that all prospective contractors are provided fair and equal consideration in the selection of the successful contractor and award of Omnitrans contracts in order to preserve and protect the integrity of the procurement system. To that end, any interested party shall have the right to have its complaint considered and resolved administratively by Omnitrans in an economical and expeditious manner.
- 1.6. "Interested party," as used in this ~~section~~Procurement Policy, means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The term "interested party" includes all vendors, suppliers, contractors or consultants associated with subject procurement. The term may also include a subcontractor or supplier at any tier who shows that he/she has a substantial economic interest in the subject procurement.
- 1.7. Under certain circumstances, an interested party to procurement may protest to Omnitrans the award of a contract, which may or may not involve the direct application of funds from the FTA, if it is felt that the solicitation contained restrictive specifications or if ~~there are~~ improprieties are alleged in the procurement.
 - 1.7.1. The mere fact that Omnitrans is a recipient of FTA funds cannot be construed as evidence of the FTA's involvement in a particular procurement.

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1.8. Protest procedures are intended to ensure that valid complaints are handled expeditiously and that the protesting firm receives a fair review of the complaint. It is Omnitrans' intent that all protests be resolved at the local level. Spurious bid protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages. All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1F Third Party Contracting Guidance, ~~Section VII and Omnitrans' Protest Procedures~~, which are on file and available upon request. In all instances involving FTA funds, Omnitrans shall give notice to FTA regarding the protest.

2. APPLICATION

~~1.8.2.1.~~ This Procurement Policy applies to all Omnitrans procurement actions except less than \$3,000 (micro purchases).

2. DEFINITIONS

~~2.1. The following terms are used throughout this section, which discusses Omnitrans' solicitation protest procedures. In all instances, the terms are defined as noted:~~

~~2.1.1. Omnitrans is a Joint Powers Authority established under the laws of the State of California and may also be referred to in this section as "the Agency."~~

~~2.1.2. "Board" refers to the Board of Directors of Omnitrans.~~

~~2.1.3. "FTA" refers to the U.S. Department of Transportation Federal Transit Administration.~~

~~2.1.4. "Days" refers to working days of Omnitrans, when used in context with the Agency's bid protest procedures, and refers to working days of the Federal Government when used in context with the FTA.~~

~~2.1.5. The terms "file" or "submit" refer to the date of receipt by Omnitrans and/or FTA.~~

~~2.1.6. "Exhaustion of administrative remedies at the grantee level" means any action or inaction on the part of Omnitrans which is prejudicial to the position taken in a written protest filed with the Agency. It may include, but is not limited to:~~

~~2.1.6.1. A final Omnitrans decision on the merits of the protest.~~

~~2.1.6.2. A procurement action, such as the award of a contract or rejection of a bid, despite the pendency of the protest.~~

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~~2.1.6.3. Agency acquiescence in and active support of continued and substantial contract performance despite the pendency of a protest.~~

~~2.1.7. "Interested party" includes all actual or prospective proposers for a procurement. The term may also include a subcontractor or supplier at any tier who shows that he/she has a direct economic interest in a provision of the Invitation for Bids (IFB) or the Request for Proposals (RFP) or of the interpretation of such a provision.~~

~~2.1.8. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation which governs the letting of contracts pursuant to a grant agreement.~~

~~2.1.8.1. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of the Agency include, but are not necessarily limited to, determinations of responsiveness and responsibility, the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement, and determinations regarding bonding requirements.~~

~~2.1.8.2. In other words, the protester must be able to demonstrate or establish a clear violation of the prohibition against undue exclusionary and restrictive specifications or a violation of the Buy America requirements.~~

~~2.1.9. "Local" refers to the County of San Bernardino and the State of California.~~

~~2.1.9.1. When used in conjunction with the phrase "laws and regulations," "local" means only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It does not include the purchasing and/or protest procedures used by either of those entities.~~

~~2.1.10. "Bid" also includes the term "offer" or "proposal" as used in the context of negotiated procurements.~~

3. PROTEST SUBMITTAL CRITERIA – General

3.1. In order for a protest to be considered, the submittal must meet each one of the following criteria:

3.1.1. Must be submitted on a timely basis. "Timely" is defined in Section 5 entitled "Time Limits."

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3.1.2. Must be submitted by an Interested Party. "Interested Party" is defined in Section 1 of this policy;

2.1.11-3.1.3. Must identify the name, address, and telephone number of the protester;

3.1.4. Must identify the solicitation number or contract number being protested;

3.1.5. Must be submitted in writing;

3.1.6. Must include all supporting documentation for each material issue raised in the protest;

3.1.7. Must include a detailed statement of the legal and/or factual grounds for each material issue identified in the protest;

3.1.8. Must describe the resolution to the protest desired by the Interested Party; and

3.1.9. Must be signed by a properly authorized representative of the Interested Party.

3.2. Omnitrans reserves the right to waive minor, non-substantive, or trivial deficiencies in a protest in its sole discretion.

3.4. AGENCY LEVEL PROTESTS

3.1.4.1. The initial protest filed with Omnitrans must comply with the protest submittal criteria detailed above. The following applies to the protest: include the following:

3.1.1. The name, address, and telephone number of the protester;

3.1.2. The number of the solicitation contract (i.e., IFB/RFP);

3.1.3.4.1.1. A statement of the grounds for protest and any supporting documentation;

The grounds for the protest must be supported to the fullest extent feasible;

3.1.3.1.4.1.1.1. Additional materials in support of an initial protest will be considered only if filed within the time limits specified in Procurement Procedure Policy 50005030, "Time Limits."

3.1.4. Indicate the ruling or relief desired from Omnitrans.

3.2.4.2. No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logical, clear, and legible.

3.3.4.3. Omnitrans' review of any protest will be limited to:

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~~3.3.1.4.3.1.~~ Violations of State or local laws or regulations- (Note: Violations of Federal laws or regulations are under the jurisdiction of FTA-);

~~3.3.2.4.3.2.~~ Violations of the Agency's ~~purchasing-procurement~~ procedures, or the relevant procurement documents-;

~~3.3.3.4.3.3.~~ Violations of the Agency's protest procedures or failure to review a complaint or protest.

4.5. TIME LIMITS

~~4.1.5.1.~~ Protests must be filed with Omnitrans ~~within three (3) days of prior to~~ the bid opening or proposal closing date if the protest is based on:

~~4.1.1.5.1.1.~~ Unduly Restrictive or severely defective specifications or scope of work-;
Defective specifications must represent a material weakness that affords an undue advantage to one bidder or proposer over another-;

~~4.1.2.5.1.2.~~ Improprieties that are apparent in any type of solicitation prior to bid opening or proposal closing date; or-

5.2. Protests relating to the selection of a Consultant/Contractor must be filed with Omnitrans within three (3) days of the public bid opening for Invitations for Bids and three (3) days of notice of the proposed award of a contract for Request for Proposals. Such protests may be based on:

~~4.2. Protests must be filed with Omnitrans within three (3) days of the award of a contract arising from an Invitation for Bids or Request for Proposals if the protest is based on:~~

~~4.2.1.5.2.1.~~ Omnitrans' failure to adhere to its purchasing procedures, or the relevant procurement documents-; or

~~4.2.2.5.2.2.~~ Omnitrans' failure to adhere to its protest procedures.

~~4.3.5.3.~~ If the specifications for a particular procurement include specific protest procedures and time limits, that information shall takes precedence over the time limits in this document.

~~4.4.5.4.~~ If the initial filing is late, a protest may be considered in the following circumstances:

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~~4.4.1.5.4.1.~~ Good cause based on a compelling reason beyond the protester's control, where the lateness is due to the fault of Omnitrans in handling the protest submission~~;~~.

~~4.4.2.5.4.2.~~ Omnitrans determines that the protest raised issues significant to a procurement practice or procedure~~;~~.

~~4.4.3.5.4.3.~~ Omnitrans is directed by the FTA to either consider or reconsider a protest~~;~~ or

~~4.4.4.5.4.4.~~ A court of competent jurisdiction requests, expects, or otherwise expresses interest in Omnitrans' decision.

~~5.6.~~ SUBMISSION OF ADDITIONAL INFORMATION

~~5.1.6.1.~~ Any additional information requested or required by Omnitrans from the protester or interested parties must be submitted as quickly as possible, but in no case later than five (5) days after the receipt of such request, unless specifically accepted by Omnitrans.

~~6.7.~~ CONFIDENTIALITY

~~6.1.7.1.~~ Materials submitted by a protester will not be withheld from any interested party outside of Omnitrans or from any government agency that may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation.

~~6.2.7.2.~~ If the protester believes that the protest contains proprietary material that should be withheld, the protester should attach a statement to the front page of the protest document.

~~6.2.1.7.2.1.~~ The statement should advise that the document may contain proprietary material.

~~6.2.2.7.2.2.~~ The statement should identify the proprietary information wherever it appears in the document and all such material should be stamped "CONFIDENTIAL," "PROPRIETARY," or "TRADE SECRET," as appropriate.

~~7.8.~~ FURNISHING INFORMATION ON PROTESTS

~~7.1.8.1.~~ Omnitrans will, upon request, make available to any interested party, information bearing on the substance of the protest which has been submitted by the protester, or interested parties, except to the extent that withholding of information is permitted or

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required by law or regulation.

~~7.1.1.~~8.1.1. Any comments there~~toef~~ shall be submitted within a maximum of ten (10) days.

~~7.1.2.~~8.1.2. Information identified by the protester as proprietary material, as specified in ~~paragraph 1.0~~ Section 7.2 above, will be withheld as permitted by law or regulation.

~~8.9.~~ WITHHOLDING OF AWARD

~~8.1.9.1.~~ When a protest has been timely filed before the contract award, and unless otherwise determined in consultation with legal counsel, Omnitrans will not make an award prior to the resolution of the protest.

~~8.2.9.2.~~ When a protest has been filed before the opening date of bids or closing date of proposals, Omnitrans will not open solicitations prior to the resolution of the protest.

~~8.3.9.3.~~ When a protest has been filed after the award of a contract and prior to the resolution of the protest, Omnitrans will notify the Contractor to suspend activity, unless the Agency determines that:

~~8.3.1.9.3.1.~~ The items to be procured are urgently required~~;~~

~~8.3.2.9.3.2.~~ Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement~~;~~ or

~~8.3.3.9.3.3.~~ Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to Omnitrans or other local, State or Federal governments.

~~9.10.~~ PROTEST REVIEW – LEVEL ONE

~~9.1.10.1.~~ If the protest is determined to be timely and meets the criteria in Section 3. Upon receipt of a protest, the ~~CEO/General Manager~~Director of Procurement or designee will create an ad hoc Agency Protest Review Panel (Panel) to review all relevant materials associated with the protest.

~~9.1.1.10.1.1.~~ The Panel will be composed of two Omnitrans representatives appointed by the ~~CEO/General Manager~~Director of Procurement or designee.

~~9.1.2.10.1.2.~~ The Panel will determine the validity of the protest and what actions will be taken.

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~~9.2.10.2.~~ The Panel will be directed to prepare a written report within fifteen (15) working days and to notify the protester and any interested parties of ~~their~~the Panel's findings, actions, and of the procedures for requesting reconsideration.

~~9.3.10.3.~~ The Panel's report may include:

~~9.3.1.10.3.1.~~ Copies of all relevant bids;i

~~9.3.2.10.3.2.~~ A copy of the Invitation for Bids or Request for Proposals, including pertinent provisions of the specifications;i

~~9.3.3.10.3.3.~~ Any other documentation that pertains to the protest, including correspondence with the bidders/proposers;i and

~~9.3.4.10.3.4.~~ A statement by Omnitrans explaining its actions and ~~the reasons for them~~supporting justification.

~~9.4.10.4.~~ A conference on the merits of the protest with members of the Panel may be held at the request of the protester or the Panel. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than ten (10) days after the initial protest was filed.

~~10.11.~~ PROTEST REVIEW – LEVEL TWO

~~10.1.11.1.~~ The protester or any interested party may request reconsideration of a decision by Omnitrans.

~~10.2.11.2.~~ The request for reconsideration must contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.

~~10.3.11.3.~~ The request for the reconsideration of the ~~Protest Review~~ Panel's decision must be filed with the CEO/General Manager or designee not later than ten (10) days after the Panel issues its written report.

~~10.3.1.11.3.1.~~ The protest will not be considered pending during the 10-day period identified above, or during any reconsideration period. specified in paragraph 2.2.

~~10.4.11.4.~~ Upon receiving a request for reconsideration, the CEO/General Manager or designee will schedule an informal administrative hearing with the protester and the ~~Protest Review~~ Panel. The hearing will be held not later than fifteen (15) days after the receipt of the request for reconsideration.

SOLICITATION PROTEST

Protest Process

Approved by Omnitrans Board of Directors

Date Approved: January 9, 2002

Revised Board Approval: June 7, 2006

Revised Board Approval: October 3, 2007

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~~10.5.11.5.~~ The CEO/General Manager or designee will issue, in writing, Omnitrans' final determination of the reconsidered protest within five (5) days of the administrative hearing.

~~11.12.~~ **IMPACT OF JUDICIAL PROCEEDINGS**

~~11.1.12.1.~~ Omnitrans may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court.

~~11.2.12.2.~~ This restriction does not apply to instances where the court requests, expects, or otherwise expresses interest in Omnitrans' decision.

~~12.13.~~ **FTA APPEAL PROTEST PROCESS**

~~12.1.13.1.~~ A protester wishing to file an appeal ~~protest~~ with the FTA should consult the most current version of FTA Circular 4220.1 ~~for~~ for details on the FTA's bid protest and appeal procedures. A protestor must exhaust its administrative remedies with Omnitrans before filing an appeal with FTA.

~~12.2.13.2.~~ Omnitrans shall NOT be responsible for:

~~12.2.1.13.2.1.~~ Any appeal ~~protests~~ not filed in a timely manner with the FTA; or

13.2.2. FTA's failure to follow its established appeal ~~bid-protest~~ procedures.

14. DEFINITIONS

14.1. The following terms are used throughout this Procurement Policy, which discusses Omnitrans' solicitation protest procedures. In all instances, the terms are defined as noted:

14.1.1. Omnitrans is a Joint Powers Authority established under the laws of the State of California and may also be referred to in this Procurement Policy as "the Agency;"

14.1.2. "Board" refers to the Board of Directors of Omnitrans;

14.1.3. "FTA" refers to the U.S. Department of Transportation Federal Transit Administration;

14.1.4. "Days" refers to working days of Omnitrans, when used in context with the Agency's protest procedures, and refers to working days of the Federal Government when used in context with the FTA;

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Protest Process

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14.1.5. The terms “file” or “submit” refer to the date of receipt by Omnitrans and/or FTA;

14.1.6. “Exhaustion of administrative remedies at the grantee level” means any action or inaction on the part of Omnitrans, which is prejudicial to the position taken in a written protest filed with the Agency. It may include, but is not limited to:

14.1.6.1. A final Omnitrans decision on the merits of the protest;

14.1.6.2. A procurement action, such as the award of a contract or rejection of a bid, despite the pendency of the protest;

14.1.6.3. Agency acquiescence in and active support of continued and substantial contract performance despite the pendency of a protest;

14.1.7. “Interested party” includes all actual or prospective proposers for a procurement. The term may also include a subcontractor or supplier at any tier who shows that he/she has a direct economic interest in a provision of the solicitation or of the interpretation of such a provision;

14.1.8. “Violation of Federal law or regulation” is defined as the infringement of any valid requirement imposed by Federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement;

14.1.8.1. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of the Agency include, but are not necessarily limited to, determinations of responsiveness and responsibility, and the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement.

14.1.8.2. In other words, the protester must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications, or a violation of the Buy America requirements, or other specific violation of Federal statute or regulation.

14.1.9. “Local” refers to the County of San Bernardino and the State of California.

14.1.9.1. When used in conjunction with the phrase “laws and regulations,” “local” means only those laws or regulations associated with the provision of public mass transportation, the exercise of Omnitrans’ powers and the

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use of public funds. It does not include the purchasing and/or protest procedures used by either of those entities.

12.2.2.14.1.10. "Bid" also includes the term "offer" or "proposal" as used in the context of negotiated procurements.

CONTRACT ADMINISTRATION

Approved by Omnitrans Board of Directors
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1. POLICY OVERVIEW

- 1.1. -When a contract is awarded, Procurement's responsibilities change from solicitation to contract administration. This selection describes the policies necessary to administer Omnitrans contracts.
- 1.2. Accurate and consistent contract administration is important to ensuring that Omnitrans meets its responsibility to uphold the public trust and maximize the value of public funds by using them as efficiently and cost-effectively as possible.
- 1.3. This policy covers how Omnitrans administers contracts, from signing to closeout.
- 1.4. Omnitrans shall ensure Federal, State, and local funds are expended in a responsible manner through its contract administration activities.
- 1.5. Contract administration (those activities performed after a contract has been awarded), ensures that the contractor's performance meets all requirements set forth in the contract.
- 1.6. Contracts involving the expenditure of public funds are subject to review and audits by funding agencies. A central file for post-award contract activities, with all written documentation produced during the life of the contract, shall be maintained in the Procurement Department. The post-award file contents shall include, at a minimum, the executed contract and notice of award/notice to proceed; bond-related documentation; contract-required insurance documentation; post-award correspondence concerning the contract; documentation of submittals by the contractor and corresponding approvals by Omnitrans; all documentation relating to changes to the contract, claims, disputes and final close-out of the contract.
- 1.7. Procurement's role in Omnitrans' contract administration activities is to coordinate all involved parties so that invoice payment, change order approvals, and contract modifications, are handled in accordance with Omnitrans procedures and in accordance with federal guidelines regarding documentation requirements. Further, Procurement is tasked with ensuring that all administrative documents including Independent Cost Estimates, Cost/Price Analyses, Price Quotations, written record of procurement history, pre-award and post-award certifications and all other pertinent and necessary memoranda for the record that will make a sound and complete contract file, are properly completed and filed.
- 1.8. Price/cost analysis for changes orders, verification of invoiced costs and contract adherence to budgets and schedules shall be coordinated with the Project Manager and

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other involved parties; Procurement will maintain the file documentation for these activities.

- 1.9. Ensuring the contractor submits insurance certificates and endorsements; bonding documentation and all other contractually required documentation shall be the responsibility of Procurement.
- 1.10. Final contract closeout activities will be administered by Procurement. The Contract Manager shall ensure all administrative steps have been accomplished prior to Omnitrans issuing final payment to the contractor.

2. AUTHORITY AND RESPONSIBILITY

- 2.1. The Director of Procurement is responsible for the legal, technical and administrative sufficiency of Omnitrans' contracts and shall seek legal, technical and other advice within Omnitrans in fulfilling these responsibilities.
- 2.2. Contract administration is the process of enforcing the terms of a contract through such actions as evaluating performance and progress, monitoring contract deliveries, inspections, approval of payments, processing contract modifications and closeout.
- 2.3. The administration and monitoring of the contractor's performance shall be the responsibility of Procurement (for contractual issues) and the Project Manager (for technical issues).

3. DELEGATION OF AUTHORITY TO OTHER PERSONNEL

- 3.1. The Director of Procurement, as directed by the CEO/General Manager, may delegate contract administration functions to other Omnitrans personnel. The delegation must be in writing. The contract administration functions listed below are typical of those delegated:
 - 3.1.1. Inspection of the work for compliance with the contract;
 - 3.1.2. Issuance of orders to stop and/or resume work where such orders are authorized by the contract excluding suspension of work under "Suspension of Work" article of the General Provisions;
 - 3.1.3. Negotiation with the contractor, within specified time limits, as to adjustment of contract price and/or time, and recommendation of acceptance or rejection of negotiation results;
 - 3.1.4. Preparation of Independent Cost Estimates to initiate contract modifications;

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- 3.1.5. Modification of the contract in accordance with the changes article or other articles of the General Provisions, in each instance not to exceed the dollar amount authorized by the Director of Procurement, including the preparation of and furnishing to the contractor sketches and clarifications within that limitation;
- 3.1.6. Preparation and approval of payment estimates. In those cases releasing retained percentage or remitting liquidated damages, the designee will make his/her recommendations thereon in writing to the Director of Procurement or designee;
- 3.1.7. Approval of the contractor's shop drawings, working drawings, materials, equipment, and operations and storage areas;
- 3.1.8. Approval of the contractor's progress schedule;
- 3.1.9. Issuing orders for supplies or services under the provision of a blanket purchase agreement, a basic ordering agreement, or other contract type that provides the placement of orders under the contract terms;
- 3.1.10. Other duties that the Director of Procurement may assign because of special situations (e.g., inspection of items for compliance with required safety standards, or examination of components to ensure that domestic products are delivered); and
- 3.1.11. Approval of the contractor's invoices.

4. AWARD OF THE CONTRACT

- 4.1. Every contract awarded by Omnitrans shall be conformed. Procurement will conform the scope of work/technical specifications and terms and conditions during the solicitation process however, due to potential conflicts, staff will re-conform the contract after receipt of proposals, conclusion of negotiations and receipt of Best and Final Offers. Unless otherwise recommended by legal counsel, ~~C~~contract language will include by reference the proposal, Best and Final Offer, and record of negotiations. The final conformed contract should specify ~~but~~ the order of precedence as it could impact dispute resolution. ~~Therefore a~~All enhancements ~~or deviations proposed~~ or exceptions agreed upon must be memorialized in the final conformed contract.

5. PROJECT MANAGEMENT

- 5.1. The requesting Department Director will designate a Project Manager to oversee each project to ensure the project objectives are met Generally, the Scope of Work in the

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negotiated contract defines specific tasks, milestones, and review procedures, which vary depending on the particular project.

- 5.2. If a project is complex or construction-related and will occur over an extended period of time, a Department Director may request that Procurement staff conduct a competitive solicitation for a third party Consultant/Contractor to function as Omnitrans' Project Manager and oversee projects in excess of ~~\$100,000~~ \$150,000.
- 5.3. The Consultant/Contractor may be required to document the amount of time and money spent on the work related to a particular project for a period specified in the Contract.

6. AMENDMENTS AND CHANGE ORDERS

- 6.1. Change Orders are, in effect, unilateral amendments to a contract and may be required periodically to adjust a contract amount or performance period due to unanticipated conditions. Change Orders are written orders, signed by the CEO/General Manager directing the Contractor to make a change to the Contract that the Changes clause authorizes without the Contractor's consent.
- 6.2. Change Orders that are neither authorized by the Changes clause nor within the general scope of the contract are considered a non-competitive procurement and are subject to the same requirements as noted in Policy 2010, Section 2, "Emergency & Non-Competitive Procurements."
- 6.3. ~~The~~ By adopting this Manual, the Board authorizes the CEO/General Manager ~~has the authority~~ to authorize an expenditure for extra work either allowable through the Changes Clause or within the general scope of the contract without the necessity of advertising for competitive bids, as follows, provided that the cost of the extra work.

6.3.1. Non-public works/construction - The CEO/General Manager has the authority to execute individual amendments/change orders up to ~~does not exceed~~ \$25,000 or ten (10) percent, ~~whichever is greater,~~ of the original contract amount (whichever is greater).

6.3.2. Public Works/Construction - The CEO/General Manager has the authority to execute individual changes orders up to the following limits:

<u>Original Contract Amount</u>	<u>Maximum Individual Change Order Amount</u>
<u>Up to \$50,000</u>	<u>\$5,000</u>

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\$50,001 - \$250,000
10% of the original contract amount
\$250,001+
\$25,000 plus 5% of the original contract amount in excess of \$250,000. In no event shall any such change or alteration exceed two hundred ten thousand dollars (\$210,000).

~~6.3.1-6.3.3.~~ ~~_, unless the~~ The Omnitrans² Board of Directors ~~may~~^{has} authorized ~~the~~ the CEO/General Manager to execute change orders/amendments up to a total contract amount not to exceed a greater higher contingency amount.

~~6.3.2-6.3.4.~~ ~~If the changes exceeds \$25,000~~ the amounts above or the contingency amount authorized by the Omnitrans Board of Directors, the CEO/General Manager must ~~review and recommend~~^{seek} approval, ~~and then from the~~ the Omnitrans Board of Directors must approve the change.

6.4. Prior to issuing any change order, Procurement will verify funds availability for the proposed change order/amendment. Procurement staff will also determine if the proposed change order/amendment contains a change in the original scope of work, which could be grounds for requiring a sole source finding or conducting a separate competitive bid process for the additional work. The CEO/General Manager and the Board of Directors must approve all cardinal changes. No cardinal change to a federally funded contract shall be made unless it is accompanied by a sole source finding made in accordance with the requirements set forth in this procurement manual and FTA Circular 4220.1F.

6.5. A cost/price analysis will be completed and documented prior to the issuance of any changes orders or contract modifications whenever such orders or modifications are expected to result in changes to existing cost or price, unless price reasonableness can be established based on the basis of catalog or market price of a commercial product or on the basis of prices set by law or regulation.

6.6. To be binding, all contract amendments and change orders shall comply with applicable laws and regulations, be appropriately documented, and properly approved.

7. FILE ADMINISTRATION

7.1. Orderly documentation of the entire procurement process is essential to sound procurement practices. In order to avoid duplication, refer to the Contract File section of Procurement Procedure 6000 – Contract Development and Administration.

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8. ADVANCED PAYMENT TO CONTRACTORS

- 8.1. Advance Payments are payments made to a contractor before contractor incurs costs. ~~(FTA Circular 4220.1F. The FTA prohibits the use of FTA funds for payments Advance Payments under contract before the contractor has incurred costs under that contract (see FTA Circular 4220.1F).~~
- 8.2. If a vendor will accept payment for goods or services only in advance, Procurement will determine if another vendor offering a similar good or service will accept payment after delivery or if the original vendor will accept an alternative payment arrangement (i.e., progress payments).
- 8.3. If Procurement cannot locate an alternate vendor, or if other payment terms are unavailable, the Procurement must proceed cautiously and prepare a detailed agreement specifying the delivery period and the terms for canceling the purchase order or contract to receive a prompt full refund.
- 8.4. Requesting department shall consult with Procurement staff before negotiating terms.

9. CONTRACT CLOSEOUT

- 9.1. A completed contract is one which is both physically and administratively complete and in which all aspect of contractual performance have been accomplished, terminated, or otherwise disposed of by contract modification. A contract shall not be closed if the contract is subject to a claim or dispute, is under appeal or in litigation or if costs have been questioned and not yet resolved (such as overhead, direct and out of pocket expenses, back charges for performance, or extra work).
- 9.2. At least 30 days prior to the contract completion date, Procurement will contact the Project Manager to confirm that all contracted equipment, services and/or goods have been delivered in an acceptable manner; including such related items as reports, spare parts, and exhibits, have been delivered to and accepted by Omnitrans, including those articles and services for which no specific compensation may have been stipulated; and that no consultant/contractor effort will be required after the specified contract completion date and that the contract may be closed out.

10. CONTRACT TERMINATION

- 10.1. All Omnitrans contracts exceeding \$10,000 must contain provisions enabling Omnitrans to terminate such contracts for the convenience of Omnitrans. These provisions shall specify the manner in which such termination will be effected and the

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basis for settlement. There shall ~~also~~ be included in such contracts appropriate provisions specifying causes for which the contracts may be terminated for default.

10.2. The performance of work under a contract may be terminated in part or in whole when Omnitrans, in consultation with its legal counsel, determines that such termination is in its best interests.

10.3. Omnitrans may terminate contracts for the following reasons:

10.3.1. Convenience, such as a reduced need for a product or service; or

10.3.2. Default, which is when the Consultant/Contractor has failed to perform in accordance with contractual terms and conditions.

11. LIQUIDATED DAMAGES

11.1. Liquidated damages may be used if there is a reasonable expectation to suffer damages and the extent or amount of such damages would be difficult or impossible to determine

11.2. Liquidated damages are an amount assessed against a Consultant/Contractor when it fails to complete delivery, installation, services, or the work as specified in a Contract within the Contract period of performance or schedule.

11.3. If Omnitrans determines that a liquidated damages clause is necessary in a contract, it shall document the derivation of the rate of assessment and ensure it is reasonable, proper, and not arbitrary and included in the solicitation.

11.4. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

11.5. The resulting damages assessed against a Consultant/Contractor shall be deducted from any monies due, or which may thereafter become due, to Consultant/Contractor under the Contract.

11.6. Force Majeure applies:

11.6.1. When it is beyond the control of Consultant/Contractor to provide the service requirements contained in this contract, such as acts of God, strikes, riots, or from other similar causes, the Liquidated Damages will be prorated accordingly.

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

12. CONTRACT CLAIMS AND DISPUTES

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Approved by Omnitrans Board of Directors
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- 12.1. It is the policy of Omnitrans to promptly review and evaluate all contractor claims. Contracts over \$~~100,000~~150,000 shall include dispute resolution language.
- 12.2. Procurement is responsible for ~~the review~~ing, ~~evaluating~~on and determining the merit of contractor claims. In making merit determinations, Procurement shall avail themselves of all Omnitrans resources including specialists in the fields of contracting, finance, law, contract audit, engineering and construction, and others. Determinations of merit shall be reviewed by Omnitrans' Legal Counsel for legal sufficiency on all claims.
- 12.3. The Consultant/Contractor must present, in writing, all contract dispute claims to Omnitrans' Director of Procurement or Omnitrans' designated Construction Manager, if one has been retained.
- 12.4. Merit determination is an evaluation of the contractor's claim and facts sufficient to establish that the contractor may, or may not be entitled under the terms of the contract to additional compensation and/or a time extension. The amount of compensation or time is subject to quantum determination. The Merit determination must be reviewed and formally approved (or disapproved) by Omnitrans Director of Procurement or his/her designee with advice from Omnitrans' General Counsel and appropriate technical personnel before processing and negotiating the claim with the Contractor.
- 12.5. The Federal Transit Administrator (FTA) has a vested interest in the settlement of disputes, defaults, or breaches involving any federally assisted third party contract. Omnitrans must comply with the project management guidelines of FTA Circular 5010.1E in processing contractor claims against federally-funded contracts.

FIXED ASSET MANAGEMENT

Approved by Omnitrans Board of Directors
Date Approved: January 9, 2002
Revised Board Approval: June 7, 2006
Revised Board Approval:

1. POLICY OVERVIEW

- 1.1. Omnitrans shall meet its responsibility to uphold the public trust by prioritizing funding to achieve or maintain assets in a state of good repair; dispose of assets in a timely and prudent manner; and maximize the value of public funds by keeping track of fixed assets and promptly disposing of assets that are no longer needed in an efficient and cost-effective manner.
- 1.2. Fixed asset control is under the general responsibility of the Finance Department.
- 1.3. Omnitrans' fiscal year budget identifies the fixed assets that have been authorized by the Board of Directors for procurement.
- 1.4. Fixed asset control encompasses the following ~~six~~seven major categories:
 - 1.4.1. Land
 - 1.4.2. Buildings and Improvements
 - 1.4.3. Revenue Equipment
 - 1.4.4. Service Vehicles and Equipment
 - 1.4.5. Shop and Garage Equipment
 - 1.4.6. Furniture and Office Equipment
 - ~~1.4.6.~~1.4.7. Intellectual Property (including software)
- 1.5. A fixed asset shall be ~~considered-defined~~ as a transit operating property or equipment owned by Omnitrans and having an expected life in service of one year or more at the time of its installation and a unit cost greater than the transit system's capitalization cutoff of ~~\$5,000.00~~ that is capitalized in accordance with Generally Accepted Accounting Principles (GAAP) issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB). Fixed asset also includes an addition, improvement, modification, replacement, re-arrangement, reinstallation, renovation, or alterations to capital assets that materially increase the value of the assets (apart from ordinary repairs and maintenance).
- 1.6. Agency Reportable acquisitions encompass FTA reportable and FTA non-reportable controllable asset acquisition costs.
 - 1.6.1. Reportable acquisition costs are defined in 5010.1 ~~EE~~ as the net invoice price cost of modifications, attachment accessories, or auxiliary apparatus necessary to make the equipment usable for the intended purpose.

FIXED ASSET MANAGEMENT

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1.6.2. Non-Reportable costs as defined in 5010.1~~EC~~ are inspection, installation, transportation, taxed duty or protective in-transit insurance.

2. ASSET TAGS

2.1. Upon receipt by Omnitrans, all assets shall be assigned and marked with a unique ID, and/or via submission of an Asset Reporting Form to the Finance Department.

2.1.1. The Finance Department is responsible for maintaining asset information and complying with post-award reporting requirements to FTA on all active assets that meet the requirements of Circular 5010.1~~EC~~ including reports of significant events, Federal Financial Report, and Milestone Progress Reports.

2.2. The Finance Department shall be responsible for creating asset numbers for all land and buildings and reporting on those as well as reporting on the other assets.

3. ASSET RECORDS

3.1. The Finance Department shall gather the information necessary to maintain the asset database

3.2. The Asset Database shall include the following information, but is not limited to:

3.2.1. Description and Identification Number of the item~~;~~

3.2.2. Acquisition date~~;~~

3.2.3. Acquisition costs including taxes, delivery charges, and discounts taken~~;~~

3.2.4. Name of titleholder if other than Omnitrans~~;~~

3.2.5. Rate and type of depreciation~~;~~

3.2.6. Federal grant number under which it was procured~~;~~

3.2.7. Percentage mix of funding sources~~;~~


3.2.8. Serial, and/or vehicle identification numbers~~;~~

3.2.9. Vendor~~;~~

3.2.10. Location, custodian, condition and use of the asset; and

~~3.2.11.~~ Disposition data including the date of disposal and sale price (when

~~3.2.12.~~ 3.2.11. applicable)

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FIXED ASSET MANAGEMENT	Approved by Omnitrans Board of Directors Date Approved: January 9, 2002 Revised Board Approval: June 7, 2006 Revised Board Approval:

4. ASSET OWNERSHIP

- 4.1. Fixed assets acquired entirely with State and Local funds are the sole property of Omnitrans. Omnitrans is free to use and dispose of such assets in accordance with the direction of the Board of Directors
 - 4.1.1. If, however, the assets ~~is~~^{are} included as revenue financing for a subsequent FTA grant, then it shall be treated as though FTA retained an interest in it.
- 4.2. For fixed assets acquired by Omnitrans with FTA or other Federal project (grant) funds, the title will not be taken by FTA but will vest with Omnitrans subject to the conditions outlined in the current version of FTA Circular 5010.1~~EE~~.

5. INVENTORY

- 5.1. An asset which has either reached the end of its useful life, or for which early replacement will result in vastly improved safety, reliability, efficiency, and/or productivity, may be retired from service and disposed of according to FTA regulations in Circular 5010.1~~EE~~ for Capital Assets and Omnitrans policies for Controllable Assets.
- 5.2. Assets valued at \$5,000 or less may be retired or disposed of with the approval of the CEO/General Manager, and report back to the Board of Directors.
- 5.3. Assets valued at more than \$5,000.~~00~~ may only be retired or disposed of on the instructions of the Board of Directors.
- 5.4. FTA funded assets are governed by FTA rules and regulations in Circular 5010.1~~EE~~.
- 5.5. Complete records shall be maintained on the disposition of all~~l~~ excess and retired assets by the Finance Department.
- 5.6. Assets may be disposed of either through sale, trade, transfer, relocation, scrap, or when irreparable damages results in an insurance loss.

6. PHYSICAL INVENTORY

- 6.1. The Finance Department will conduct a physical inventory of all fixed assets at least once every two years. The inventory will note the location and condition of all assets, and the results reconciled with records.
- 6.2. Any ~~differences-discrepancies~~ will be investigated. In connection with this inventory, Omnitrans certifies the existence, current use, and continued need for the asset or real property for purposes specified in its approved FTA grants.

ITEM # _____ E8 _____

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: **COMMUNITY COLLEGE GOSMART PROGRAM AGREEMENTS**

FORM MOTION

Authorize the CEO/General Manager to execute new revenue agreements with Chaffey College, Crafton Hills College, and San Bernardino Valley College which allow enrolled students with valid college ID cards unlimited rides on fixed route bus and future rail services and a 20 percent discount on the purchase of Access one-way fare tickets.

This item was reviewed and recommended for approval by the Plans and Programs Committee at its May 25, 2017 meeting.

Omnitrans legal counsel has reviewed and approved these revenue agreements as to form.

BACKGROUND AND SUMMARY

After a successful one-year pilot program, Omnitrans established five-year “Go Smart” revenue agreements with Chaffey College, Crafton Hills College, and San Bernardino Valley College in 2012. Since that time, over 5.6 million Omnitrans trips have been attributed to students at these colleges. The current agreements expire on July 31, 2017.

Pursuant to Section 76361 of the California Education Code, a vote of the student body is required to impose student fees at community colleges. The California Education Code allows for up to a ten-year agreement for transportation fees. In April, student referendums were held at Chaffey College, San Bernardino Valley College and Crafton Hills College. At each college, the Omnitrans Go Smart transportation fee was approved by majority vote.

The revenue agreements also require the approval of the San Bernardino Community College District Board of Trustees, at their meeting scheduled for June 8, 2017 and the Chaffey College Governing Board, at their meeting scheduled for May 25, 2017.

FISCAL IMPACT

The student referendums approved ten-year programs at Chaffey College and San Bernardino Valley College and a five-year program at Crafton Hills College. Student government at Crafton Hills College did not support a ten-year term, and therefore placed a five-year term on the ballot. Additionally, the San Bernardino Community College District requested that the contracts for both of their campuses be issued for a five-year term. The San Bernardino Valley College agreement will be eligible for a five-year extension without a student vote; Crafton Hills College students will have to vote to extend the program.

The agreements allow each partner college to collect student fees from students each semester. For Fall and Spring semesters, each college shall pay Omnitrans \$9.00 for every student that registers for at least six units and \$8.00 for every student that registers for less than six units. For summer semester, each college shall pay Omnitrans \$6.00 for every student that registers for at least six units and \$5.00 for every student that registers for less than six units.

Based on current enrollment at Chaffey College, San Bernardino Valley College and Crafton Hills College, Omnitrans will generate approximately \$750,000 from the Go Smart Program in Fiscal Year 2017-18. Revenue growth from the Go Smart Program will be generated by future increased enrollments at partner colleges over the next five to ten years.

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to execute new revenue agreements with Chaffey College, Crafton Hills College, and San Bernardino Valley College.

PSG: WW

**GO SMART REVENUE AGREEMENT
BETWEEN OMNITRANS AND CHAFFEY COLLEGE**

THIS AGREEMENT is made and entered into this 7th day of June 2017, by and between Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state of California (hereinafter referred to as "AGENCY") and Chaffey Community College District, a community college district organized and existing under California law (hereinafter referred to as "COLLEGE").

WITNESSETH:

Pursuant to Section 76361 of the California Education Code and in consideration of the services to be rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK AND PAYMENT

- A. COLLEGE agrees to provide its students with photo identification cards that contain required magnetic encoding that is readable by the AGENCY'S fareboxes. Required encoding includes a minimum of three elements: 1) unique college identifying number; 2) unique student identifying number; and, 3) the card version number. The AGENCY must test and approve the proposed card(s) ensuring compatibility with its fareboxes.
- B. Upon written certification from COLLEGE of any necessary vote in accordance with Education Code Section 76361(b), AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route bus and rail services at no charge during the period of this AGREEMENT. AGENCY shall allow any eligible COLLEGE student who is also pre-qualified to use AGENCY'S Access para-transit service to purchase Access one-way tickets at a twenty percent discount.
- a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the following criteria:
- i. Possesses their own current, valid COLLEGE photo identification card bearing the approved magnetic stripe and compatibility with AGENCY fareboxes.
- ii. Is currently registered and remains registered for the duration of the current academic term of COLLEGE.

- 1 iii. Is a student who has paid the transportation fee for the applicable academic term.
- 2 b. During breaks between academic terms, students who were eligible during the previous
- 3 term, but who do not meet the eligibility criteria for the upcoming academic term, shall
- 4 remain eligible until the start of the next academic term.
- 5 c. Eligible students attempting to ride without their current, valid COLLEGE photo
- 6 identification card will have to pay the applicable fare depending on the service and rider
- 7 type as defined by Omnitrans fare policy.
- 8 d. Any student who withdraws or is dismissed due to disciplinary action from the
- 9 COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for
- 10 the program regardless of fee payment.
- 11 e. COLLEGE photo identification cards and their accompanying AGENCY ridership
- 12 privileges are not transferable to another person.
- 13 f. Only a student's most recently issued COLLEGE student photo identification card that
- 14 meets the requirements described in this Article 1 shall be valid. All others are null and
- 15 void.
- 16 C. COLLEGE may, at its own volition, display on its premises related advertising matter as may
- 17 be supplied by AGENCY. Only advertising approved by the AGENCY concerning the
- 18 transportation program governed by this AGREEMENT may be displayed.
- 19 D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by
- 20 AGENCY, and shall to the best of its ability furnish to the public complete and accurate
- 21 information in accordance therewith.
- 22 E. COLLEGE shall be solely responsible to safely and securely upload eligible registered student
- 23 data to AGENCY portal in Comma-Separated Values ("CSV") format. Required data shall
- 24 include: 1) unique college identifying number; 2) unique student identifying number; and, 3) the
- 25 card version number. COLLEGE may upload data to AGENCY as frequently as needed to
- 26 ensure eligible students are active in AGENCY system. Note it may take up to forty-eight (48)
- 27 hours for uploaded data to become active.
- 28 a. Students whose data is not included in latest upload to AGENCY will be unable to use
- 29 their student photo identification card for fare payment on AGENCY vehicles.
- 30 b. No personal identifiable student information shall be included with any information
- 31 upload.
- 32 F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and

prevent fraudulent use of the COLLEGE student photo identification cards on AGENCY vehicles. In the event a rider engages in fraudulent use, AGENCY shall inform COLLEGE and discuss appropriate discipline, which may include rider suspension.

G. COLLEGE shall pay AGENCY \$9.00 (Nine Dollars) for every student who registers for at least six (6) units and \$8.00 (Eight Dollars) for every student who registers for less than six (6) units, for or during, each of the following academic terms: fall and spring. COLLEGE shall pay AGENCY \$6.00 (Six Dollars) for every student who registers for at least six (6) units and \$5.00 (Five Dollars) for every student who registers for less than six (6) units, for or during, each summer academic term. This fee is payable to AGENCY unless the student withdraws, is dismissed due to disciplinary action, or decreases their number of units prior to the COLLEGE'S refund deadline.

H. COLLEGE shall provide accurate documented enrollment by number of academic units for each term to AGENCY no later than thirty (30) days after the start of the academic term. AGENCY shall use this information to issue COLLEGE an invoice to be paid by COLLEGE within thirty (30) days of receipt by COLLEGE.

I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual usage of holders of COLLEGE photo identification cards approved for the transportation program.

ARTICLE 2. INDEPENDENT CONTRACTOR

A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY, by contract or otherwise, or to control its employees, except as herein provided as to the sale of public transportation.

B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by COLLEGE to its employees. AGENCY has no power to bind COLLEGE, by contract or otherwise, or to control its employees, except as herein provided as to the sale of public transportation.

1 **ARTICLE 3. INDEMNITY**

- 2 A. COLLEGE shall be responsible for required COLLEGE photo identification cards held by it
3 and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such
4 COLLEGE photo identification cards and monies, whether occasioned by theft or otherwise.
- 5 B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees
6 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
7 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
8 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
9 injury or damages are caused by or result from the negligent acts or intentional omissions of
10 COLLEGE, its officers, agents, or employees.
- 11 C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees
12 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
13 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
14 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
15 injury or damages are caused by or result from the negligent acts or intentional omissions of
16 AGENCY, its officers, agents, or employees.

17
18 **ARTICLE 4. INSPECTION OF RECORDS**

- 19 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
20 hours, to examine, inspect and audit all records and accounts pertaining to this program, and
21 this AGREEMENT. COLLEGE shall make such records readily accessible, within five (5)
22 business days, to AGENCY during COLLEGE'S performance hereunder and for a period of
23 four (4) years from the date of final payment to AGENCY hereunder or termination of the
24 AGREEMENT, whichever occurs first.
- 25 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
26 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
27 AGREEMENT. AGENCY shall make such records readily accessible, within five (5) business
28 days, to COLLEGE during AGENCY'S performance hereunder and for a period of four (4)
29 years from the date of final payment from COLLEGE hereunder or termination of the
30 AGREEMENT, whichever occurs first.

1 **ARTICLE 5. ASSIGNMENT**

2 Due to the specific services being provided by AGENCY to COLLEGE, this AGREEMENT
3 shall not be assigned or transferred by COLLEGE without AGENCY'S prior written consent. The
4 photo identification cards provided by COLLEGE to its students may not be assigned, transferred or
5 used by any person other than the individual who received the card. In the event of dissolution of the
6 COLLEGE PASS program, this AGREEMENT shall terminate.

7
8 **ARTICLE 6. MODIFICATION**

9 No modification of this AGREEMENT shall be effective unless made in writing, signed by
10 both parties, and if required, approved by an agency's applicable governing body.

11
12 **ARTICLE 7. TERM**

13 This AGREEMENT shall be effective beginning *August 1, 2017* and shall continue in full force
14 and effect until *July 31, 2027*, or until canceled by COLLEGE upon written notice to the other party
15 at least twelve (12) months prior to the effective date thereof. This AGREEMENT may be extended
16 and or renewed by mutual AGREEMENT, but must be confirmed in writing by the parties listed in
17 Article 10 Notification, or their designees or successors. Any extension or renewal must comply with
18 the requirements of Education Code Section 76361(d)(1).

19
20 **ARTICLE 8. TERMINATION**

- 21 A. COLLEGE shall pay AGENCY its payment for all student transportation fees in accordance
22 with Article 1(G) above collected by COLLEGE up to the date of termination. Thereafter
23 AGENCY shall have no further claims against COLLEGE under AGREEMENT.
- 24 B. AGENCY may terminate this AGREEMENT at any time for its convenience or for
25 COLLEGE'S default if COLLEGE breaches any material provision of this AGREEMENT and
26 fails to cure such breach within ten (10) calendar days of receipt of written notice of such
27 breach from AGENCY. If AGENCY so terminates for default, then COLLEGE shall pay
28 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
29 of termination. That payment shall be provided in full to AGENCY within thirty (30) calendar
30 days of receipt of the notice of termination.
- 31 C. COLLEGE may terminate this AGREEMENT for AGENCY'S default if AGENCY breaches
32 any material provision of this AGREEMENT and fails to cure such breach within ten (10)

1 calendar days of receipt of written notice of such breach from COLLEGE. If COLLEGE so
2 terminates for default, then COLLEGE shall pay AGENCY its payment for all student
3 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
4 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
5 termination.

6 D. COLLEGE may terminate this AGREEMENT within thirty (30) days written notice to
7 AGENCY if the student body and the Board of Trustees vote to repeal the transportation fee
8 necessary to fund the services provided by AGENCY under this AGREEMENT.

9 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
10 in service may defeat the purpose of this AGREEMENT. In such event, COLLEGE may
11 provide written notice of such concerns to AGENCY. In the event COLLEGE and AGENCY
12 cannot agree to resolve such concerns, COLLEGE may proceed to provide written notice of
13 breach to AGENCY. If COLLEGE terminates the AGREEMENT for breach, then COLLEGE
14 shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to
15 the date of termination.

16 17 **ARTICLE 9. SCHEDULING**

18 No provision of this AGREEMENT shall be construed to require AGENCY to continue to
19 operate any bus or rail service to or from the facility of COLLEGE or elsewhere during the term of
20 this AGREEMENT, and it is expressly agreed that the AGENCY shall incur no liability to
21 COLLEGE by reason of any rerouting, rescheduling, discontinuance, or other changes in bus, rail or
22 other transit services operated by the AGENCY. In the event that AGENCY does find the need to
23 reroute, reschedule, discontinue or otherwise make changes in bus, rail or other transit services
24 operated by AGENCY that would affect the students of COLLEGE, when possible AGENCY will
25 provide at least thirty (30) days notice to COLLEGE of such change.

26 27 **ARTICLE 10. NOTIFICATION**

28 All notices hereunder and communications regarding the interpretation of the terms of this
29 AGREEMENT, or changes thereto, shall be effected by delivery of said notices in person, via
30 electronic mail with delivery confirmation, or by depositing said notices in the U.S. mail, registered
31 or certified mail, returned receipt requested, postage prepaid and addressed as follows:
32

To College:

Chaffey College
Student Services
5885 N. Haven Avenue
Rancho Cucamonga, CA 91737
ATTENTION: Dr. Eric Bishop
Vice President, Student Services
Phone: 909-652-6502
Email: eric.bishop@chaffey.edu

with a copy to:

Chaffey College
Business Services
ATTENTION: Kim Erickson, Executive Director, Business Services
5885 N. Haven Avenue
Rancho Cucamonga, CA 91737
Phone: 909-652-6021
Email: kim.erickson@chaffey.edu

To AGENCY:

Omnitrans
Marketing & Planning Dept.
1700 West Fifth Street
San Bernardino, CA 92411
ATTENTION: Wendy Williams
Director of Marketing & Planning
Phone: 909-379-7151
Email: wendy.williams@omnitrans.org

ARTICLE 11. COMPLETE AGREEMENT

- A. This AGREEMENT and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between AGENCY and COLLEGE and it supersedes all prior representations, understandings, writings, and communications regarding the services provided hereunder. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of AGENCY'S right to such performance or to future performance of such a term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and effect. Both parties agree time shall be of the essence under this AGREEMENT.
- B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of COLLEGE'S right to such performance or to future performance of such a term or terms, and

1 AGENCY'S obligation in respect thereto shall continue in full force and effect.

2 C. The issuance of information, advice, approvals, or instructions by AGENCY'S technical
3 personnel or other representatives shall be deemed expressions of personal opinions only and
4 shall not affect AGENCY'S and COLLEGE'S rights and obligations hereunder.

5 D. The issuance of information, advice, approvals, or instructions by COLLEGE'S technical
6 personnel or other representatives shall be deemed expressions of personal opinions only and
7 shall not affect COLLEGE'S and AGENCY'S rights and obligations hereunder.

8
9 **ARTICLE 12. GOVERNING LAW AND VENUE**

10 The laws of the State of California, without regard to any conflicts of law provisions, shall
11 govern any action or claim arising out of this AGREEMENT. The parties agree that the venue for any
12 action or claim arising out of or related to this AGREEMENT shall be San Bernardino County. If any
13 action or claim concerning this AGREEMENT is brought by a third party, the parties agree to use
14 their best efforts to obtain a change of venue to San Bernardino County.

15
16 **ARTICLE 13. FORCE MAJEURE**

17 Either party shall be excused from performing its obligations under this AGREEMENT during the
18 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
19 including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
20 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
21 material act of omission by the other party; when satisfactory evidence of such cause is presented to the
22 other party, and provided further that such nonperformance is unforeseeable, beyond the control and is
23 not due to the fault or negligence of the party not performing.

1 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be
2 executed on the day and year first above written.

3
4 **COLLEGE**

OMNITRANS

5
6
7 By _____
8 Kim Erickson
9 Executive Director, Business Services

By _____
P. Scott Graham
CEO, General Manager

10
11
12 **APPROVED AS TO FORM:**

13
14
15 By _____
16 Haviva Shane
17 Legal Counsel
18

**GO SMART REVENUE AGREEMENT
BETWEEN OMNITRANS AND CRAFTON HILLS COLLEGE**

THIS AGREEMENT is made and entered into this 8th day of June 2017, by and between Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state of California (hereinafter referred to as "AGENCY") and the Crafton Hills College Campus of the San Bernardino Community College District, a community college district organized and existing under California law (hereinafter referred to as "COLLEGE").

WITNESSETH:

Pursuant to Section 76361 of the California Education Code and in consideration of the services to be rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK AND PAYMENT

- A. COLLEGE agrees to provide its students with photo identification cards that contain required magnetic encoding that is readable by the AGENCY'S fareboxes. Required encoding includes a minimum of three elements: 1) unique college identifying number; 2) unique student identifying number; and, 3) the card version number. The AGENCY must test and approve the proposed card(s) ensuring compatibility with its fareboxes.
- B. Upon written certification from COLLEGE of any necessary vote in accordance with Education Code Section 76361(b), AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route bus and rail services at no charge during the period of this AGREEMENT. AGENCY shall allow any eligible COLLEGE student who is also pre-qualified to use AGENCY'S Access para-transit service to purchase Access one-way tickets at a twenty percent discount.
- a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the following criteria:
- i. Possesses their own current, valid COLLEGE photo identification card bearing the approved magnetic stripe and compatibility with AGENCY fareboxes.
- ii. Is currently registered and remains registered for the duration of the current academic term of COLLEGE.

- 1 iii. Is a student who has paid the transportation fee for the applicable academic term.
- 2 b. During breaks between academic terms, students who were eligible during the previous
- 3 term, but who do not meet the eligibility criteria for the upcoming academic term, shall
- 4 remain eligible until the start of the next academic term.
- 5 c. Eligible students attempting to ride without their current, valid COLLEGE photo
- 6 identification card will have to pay the applicable fare depending on the service and rider
- 7 type as defined by Omnitrans fare policy.
- 8 d. Any student who withdraws or is dismissed due to disciplinary action from the
- 9 COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for
- 10 the program regardless of fee payment.
- 11 e. COLLEGE photo identification cards and their accompanying AGENCY ridership
- 12 privileges are not transferable to another person.
- 13 f. Only a student's most recently issued COLLEGE student photo identification card that
- 14 meets the requirements described in this Article 1 shall be valid. All others are null and
- 15 void.
- 16 C. COLLEGE may, at its own volition, display on its premises related advertising matter as may
- 17 be supplied by AGENCY. Only advertising approved by the AGENCY concerning the
- 18 transportation program governed by this AGREEMENT may be displayed.
- 19 D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by
- 20 AGENCY, and shall to the best of its ability furnish to the public complete and accurate
- 21 information in accordance therewith.
- 22 E. COLLEGE shall be solely responsible to safely and securely upload eligible registered student
- 23 data to AGENCY portal in Comma-Separated Values ("CSV") format. Required data shall
- 24 include: 1) unique college identifying number; 2) unique student identifying number; and, 3) the
- 25 card version number. COLLEGE may upload data to AGENCY as frequently as needed to
- 26 ensure eligible students are active in AGENCY system. Note it may take up to forty-eight (48)
- 27 hours for uploaded data to become active.
- 28 a. Students whose data is not included in latest upload to AGENCY will be unable to use
- 29 their student photo identification card for fare payment on AGENCY vehicles.
- 30 b. No personal identifiable student information shall be included with any information
- 31 upload.
- 32 F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and

prevent fraudulent use of the COLLEGE student photo identification cards on AGENCY vehicles. In the event a rider engages in fraudulent use, AGENCY shall inform COLLEGE and discuss appropriate discipline, which may include rider suspension.

- G. COLLEGE shall pay AGENCY \$9.00 (Nine Dollars) for every student who registers for at least six (6) units and \$8.00 (Eight Dollars) for every student who registers for less than six (6) units, for or during, each of the following academic terms: fall and spring. COLLEGE shall pay AGENCY \$6.00 (Six Dollars) for every student who registers for at least six (6) units and \$5.00 (Five Dollars) for every student who registers for less than six (6) units, for or during, each summer academic term. This fee is payable to AGENCY unless the student withdraws, is dismissed due to disciplinary action, or decreases their number of units prior to the COLLEGE'S refund deadline.
- H. COLLEGE shall provide accurate documented enrollment by number of academic units for each term to AGENCY no later than thirty (30) days after the start of the academic term. AGENCY shall use this information to issue COLLEGE an invoice to be paid by COLLEGE within thirty (30) days of receipt by COLLEGE.
- I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual usage of holders of COLLEGE photo identification cards approved for the transportation program.

ARTICLE 2. INDEPENDENT CONTRACTOR

- A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY, by contract or otherwise, or to control its employees, except as herein provided as to the sale of public transportation.
- B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by COLLEGE to its employees. AGENCY has no power to bind COLLEGE, by contract or otherwise, or to control its employees, except as herein provided as to the sale of public transportation.

1 **ARTICLE 3. INDEMNITY**

- 2 A. COLLEGE shall be responsible for required COLLEGE photo identification cards held by it
3 and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such
4 COLLEGE photo identification cards and monies, whether occasioned by theft or otherwise.
- 5 B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees
6 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
7 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
8 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
9 injury or damages are caused by or result from the negligent acts or intentional omissions of
10 COLLEGE, its officers, agents, or employees.
- 11 C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees
12 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
13 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
14 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
15 injury or damages are caused by or result from the negligent acts or intentional omissions of
16 AGENCY, its officers, agents, or employees.

17
18 **ARTICLE 4. INSPECTION OF RECORDS**

- 19 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
20 hours, to examine, inspect and audit all records and accounts pertaining to this program, and
21 this AGREEMENT. COLLEGE shall make such records readily accessible, within five (5)
22 business days, to AGENCY during COLLEGE'S performance hereunder and for a period of
23 four (4) years from the date of final payment to AGENCY hereunder or termination of the
24 AGREEMENT, whichever occurs first.
- 25 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
26 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
27 AGREEMENT. AGENCY shall make such records readily accessible, within five (5) business
28 days, to COLLEGE during AGENCY'S performance hereunder and for a period of four (4)
29 years from the date of final payment from COLLEGE hereunder or termination of the
30 AGREEMENT, whichever occurs first.

1 **ARTICLE 5. ASSIGNMENT**

2 Due to the specific services being provided by AGENCY to COLLEGE, this AGREEMENT
3 shall not be assigned or transferred by COLLEGE without AGENCY'S prior written consent. The
4 photo identification cards provided by COLLEGE to its students may not be assigned, transferred or
5 used by any person other than the individual who received the card. In the event of dissolution of the
6 COLLEGE PASS program, this AGREEMENT shall terminate.

7
8 **ARTICLE 6. MODIFICATION**

9 No modification of this AGREEMENT shall be effective unless made in writing, signed by
10 both parties, and if required, approved by an agency's applicable governing body.

11
12 **ARTICLE 7. TERM**

13 This AGREEMENT shall be effective beginning *August 1, 2017* and shall continue in full force
14 and effect until *July 31, 2022*, or until canceled by COLLEGE upon written notice to the other party
15 at least twelve (12) months prior to the effective date thereof. This AGREEMENT may be extended
16 and or renewed by mutual AGREEMENT, but must be confirmed in writing by the parties listed in
17 Article 10 Notification, or their designees or successors. Any extension or renewal must comply with
18 the requirements of Education Code Section 76361(d)(1).

19
20 **ARTICLE 8. TERMINATION**

- 21 A. COLLEGE shall pay AGENCY its payment for all student transportation fees in accordance
22 with Article 1(G) above collected by COLLEGE up to the date of termination. Thereafter
23 AGENCY shall have no further claims against COLLEGE under AGREEMENT.
- 24 B. AGENCY may terminate this AGREEMENT at any time for its convenience or for
25 COLLEGE'S default if COLLEGE breaches any material provision of this AGREEMENT and
26 fails to cure such breach within ten (10) calendar days of receipt of written notice of such
27 breach from AGENCY. If AGENCY so terminates for default, then COLLEGE shall pay
28 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
29 of termination. That payment shall be provided in full to AGENCY within thirty (30) calendar
30 days of receipt of the notice of termination.
- 31 C. COLLEGE may terminate this AGREEMENT for AGENCY'S default if AGENCY breaches
32 any material provision of this AGREEMENT and fails to cure such breach within ten (10)

1 calendar days of receipt of written notice of such breach from COLLEGE. If COLLEGE so
2 terminates for default, then COLLEGE shall pay AGENCY its payment for all student
3 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
4 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
5 termination.

6 D. COLLEGE may terminate this AGREEMENT within thirty (30) days written notice to
7 AGENCY if the student body and the Board of Trustees vote to repeal the transportation fee
8 necessary to fund the services provided by AGENCY under this AGREEMENT.

9 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
10 in service may defeat the purpose of this AGREEMENT. In such event, COLLEGE may
11 provide written notice of such concerns to AGENCY. In the event COLLEGE and AGENCY
12 cannot agree to resolve such concerns, COLLEGE may proceed to provide written notice of
13 breach to AGENCY. If COLLEGE terminates the AGREEMENT for breach, then COLLEGE
14 shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to
15 the date of termination.

16 17 **ARTICLE 9. SCHEDULING**

18 No provision of this AGREEMENT shall be construed to require AGENCY to continue to
19 operate any bus or rail service to or from the facility of COLLEGE or elsewhere during the term of
20 this AGREEMENT, and it is expressly agreed that the AGENCY shall incur no liability to
21 COLLEGE by reason of any rerouting, rescheduling, discontinuance, or other changes in bus, rail or
22 other transit services operated by the AGENCY. In the event that AGENCY does find the need to
23 reroute, reschedule, discontinue or otherwise make changes in bus, rail or other transit services
24 operated by AGENCY that would affect the students of COLLEGE, when possible AGENCY will
25 provide at least thirty (30) days notice to COLLEGE of such change.

26 27 **ARTICLE 10. NOTIFICATION**

28 All notices hereunder and communications regarding the interpretation of the terms of this
29 AGREEMENT, or changes thereto, shall be effected by delivery of said notices in person, via
30 electronic mail with delivery confirmation, or by depositing said notices in the U.S. mail, registered
31 or certified mail, returned receipt requested, postage prepaid and addressed as follows:
32

To College:

San Bernardino Community College District
Business Services
114 S. Del Rosa Drive
San Bernardino, CA 92408
ATTENTION: Steven J. Sutorus
Business Manager
Phone: 909-382-4031 Fax: 909-382-0174
Email: ssutorus@sbccd.edu

To AGENCY:

Omnitrans
Marketing & Planning Dept.
1700 West Fifth Street
San Bernardino, CA 92411
ATTENTION: Wendy Williams
Director of Marketing & Planning
Phone: 909-379-7151
Email: wendy.williams@omnitrans.org

ARTICLE 11. COMPLETE AGREEMENT

- A. This AGREEMENT and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between AGENCY and COLLEGE and it supersedes all prior representations, understandings, writings, and communications regarding the services provided hereunder. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of AGENCY'S right to such performance or to future performance of such a term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and effect. Both parties agree time shall be of the essence under this AGREEMENT.
- B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of COLLEGE'S right to such performance or to future performance of such a term or terms, and AGENCY'S obligation in respect thereto shall continue in full force and effect.
- C. The issuance of information, advice, approvals, or instructions by AGENCY'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect AGENCY'S and COLLEGE'S rights and obligations hereunder.
- D. The issuance of information, advice, approvals, or instructions by COLLEGE'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect COLLEGE'S and AGENCY'S rights and obligations hereunder.

1 **ARTICLE 12. GOVERNING LAW AND VENUE**

2 The laws of the State of California, without regard to any conflicts of law provisions, shall
3 govern any action or claim arising out of this AGREEMENT. The parties agree that the venue for any
4 action or claim arising out of or related to this AGREEMENT shall be San Bernardino County. If any
5 action or claim concerning this AGREEMENT is brought by a third party, the parties agree to use
6 their best efforts to obtain a change of venue to San Bernardino County.

7
8 **ARTICLE 13. FORCE MAJEURE**

9 Either party shall be excused from performing its obligations under this AGREEMENT during the
10 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
11 including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
12 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
13 material act of omission by the other party; when satisfactory evidence of such cause is presented to the
14 other party, and provided further that such nonperformance is unforeseeable, beyond the control and is
15 not due to the fault or negligence of the party not performing.

16
17 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be
18 executed on the day and year first above written.

19
20 **COLLEGE**

OMNITRANS

21
22 By _____

 By _____

23 Steven J. Sutorus
24 Business Manager
25 Fiscal Services

 P. Scott Graham
 CEO, General Manager

26
27
28 **APPROVED AS TO FORM:**

29
30 By _____

31 Haviva Shane
32 Legal Counsel

GO SMART REVENUE AGREEMENT
BETWEEN OMNITRANS AND SAN BERNARDINO VALLEY COLLEGE

THIS AGREEMENT is made and entered into this 8th day of June 2017, by and between Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, a joint powers AGENCY of the state of California (hereinafter referred to as "AGENCY") and the San Bernardino Valley College Campus of the San Bernardino Community College District, a community college district organized and existing under California law (hereinafter referred to as "COLLEGE").

WITNESSETH:

Pursuant to Section 76361 of the California Education Code and in consideration of the services to be rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK AND PAYMENT

- A. COLLEGE agrees to provide its students with photo identification cards that contain required magnetic encoding that is readable by the AGENCY'S fareboxes. Required encoding includes a minimum of three elements: 1) unique college identifying number; 2) unique student identifying number; and, 3) the card version number. The AGENCY must test and approve the proposed card(s) ensuring compatibility with its fareboxes.
- B. Upon written certification from COLLEGE of any necessary vote in accordance with Education Code Section 76361(b), AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route bus and rail services at no charge during the period of this AGREEMENT. AGENCY shall allow any eligible COLLEGE student who is also pre-qualified to use AGENCY'S Access para-transit service to purchase Access one-way tickets at a twenty percent discount.
- a. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the following criteria:
- i. Possesses their own current, valid COLLEGE photo identification card bearing the approved magnetic stripe and compatibility with AGENCY fareboxes.
- ii. Is currently registered and remains registered for the duration of the current academic term of COLLEGE.

- 1 iii. Is a student who has paid the transportation fee for the applicable academic term.
- 2 b. During breaks between academic terms, students who were eligible during the previous
- 3 term, but who do not meet the eligibility criteria for the upcoming academic term, shall
- 4 remain eligible until the start of the next academic term.
- 5 c. Eligible students attempting to ride without their current, valid COLLEGE photo
- 6 identification card will have to pay the applicable fare depending on the service and rider
- 7 type as defined by Omnitrans fare policy.
- 8 d. Any student who withdraws or is dismissed due to disciplinary action from the
- 9 COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for
- 10 the program regardless of fee payment.
- 11 e. COLLEGE photo identification cards and their accompanying AGENCY ridership
- 12 privileges are not transferable to another person.
- 13 f. Only a student's most recently issued COLLEGE student photo identification card that
- 14 meets the requirements described in this Article 1 shall be valid. All others are null and
- 15 void.
- 16 C. COLLEGE may, at its own volition, display on its premises related advertising matter as may
- 17 be supplied by AGENCY. Only advertising approved by the AGENCY concerning the
- 18 transportation program governed by this AGREEMENT may be displayed.
- 19 D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by
- 20 AGENCY, and shall to the best of its ability furnish to the public complete and accurate
- 21 information in accordance therewith.
- 22 E. COLLEGE shall be solely responsible to safely and securely upload eligible registered student
- 23 data to AGENCY portal in Comma-Separated Values ("CSV") format. Required data shall
- 24 include: 1) unique college identifying number; 2) unique student identifying number; and, 3) the
- 25 card version number. COLLEGE may upload data to AGENCY as frequently as needed to
- 26 ensure eligible students are active in AGENCY system. Note it may take up to forty-eight (48)
- 27 hours for uploaded data to become active.
- 28 a. Students whose data is not included in latest upload to AGENCY will be unable to use
- 29 their student photo identification card for fare payment on AGENCY vehicles.
- 30 b. No personal identifiable student information shall be included with any information
- 31 upload.
- 32 F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and

prevent fraudulent use of the COLLEGE student photo identification cards on AGENCY vehicles. In the event a rider engages in fraudulent use, AGENCY shall inform COLLEGE and discuss appropriate discipline, which may include rider suspension.

- G. COLLEGE shall pay AGENCY \$9.00 (Nine Dollars) for every student who registers for at least six (6) units and \$8.00 (Eight Dollars) for every student who registers for less than six (6) units, for or during, each of the following academic terms: fall and spring. COLLEGE shall pay AGENCY \$6.00 (Six Dollars) for every student who registers for at least six (6) units and \$5.00 (Five Dollars) for every student who registers for less than six (6) units, for or during, each summer academic term. This fee is payable to AGENCY unless the student withdraws, is dismissed due to disciplinary action, or decreases their number of units prior to the COLLEGE'S refund deadline.
- H. COLLEGE shall provide accurate documented enrollment by number of academic units for each term to AGENCY no later than thirty (30) days after the start of the academic term. AGENCY shall use this information to issue COLLEGE an invoice to be paid by COLLEGE within thirty (30) days of receipt by COLLEGE.
- I. AGENCY shall, on a monthly basis, provide COLLEGE with reports documenting the actual usage of holders of COLLEGE photo identification cards approved for the transportation program.

ARTICLE 2. INDEPENDENT CONTRACTOR

- A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY, by contract or otherwise, or to control its employees, except as herein provided as to the sale of public transportation.
- B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by COLLEGE to its employees. AGENCY has no power to bind COLLEGE, by contract or otherwise, or to control its employees, except as herein provided as to the sale of public transportation.

1 **ARTICLE 3. INDEMNITY**

- 2 A. COLLEGE shall be responsible for required COLLEGE photo identification cards held by it
3 and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such
4 COLLEGE photo identification cards and monies, whether occasioned by theft or otherwise.
- 5 B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees
6 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
7 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
8 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
9 injury or damages are caused by or result from the negligent acts or intentional omissions of
10 COLLEGE, its officers, agents, or employees.
- 11 C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees
12 harmless from and against any and all liability, loss, expense (including reasonable attorneys'
13 fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but
14 only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for
15 injury or damages are caused by or result from the negligent acts or intentional omissions of
16 AGENCY, its officers, agents, or employees.

17
18 **ARTICLE 4. INSPECTION OF RECORDS**

- 19 A. COLLEGE shall permit an authorized representative of AGENCY, during standard business
20 hours, to examine, inspect and audit all records and accounts pertaining to this program, and
21 this AGREEMENT. COLLEGE shall make such records readily accessible, within five (5)
22 business days, to AGENCY during COLLEGE'S performance hereunder and for a period of
23 four (4) years from the date of final payment to AGENCY hereunder or termination of the
24 AGREEMENT, whichever occurs first.
- 25 B. AGENCY shall permit an authorized representative of COLLEGE, during standard business
26 hours, to examine, inspect and audit all records and accounts pertaining to this program and this
27 AGREEMENT. AGENCY shall make such records readily accessible, within five (5) business
28 days, to COLLEGE during AGENCY'S performance hereunder and for a period of four (4)
29 years from the date of final payment from COLLEGE hereunder or termination of the
30 AGREEMENT, whichever occurs first.

1 **ARTICLE 5. ASSIGNMENT**

2 Due to the specific services being provided by AGENCY to COLLEGE, this AGREEMENT
3 shall not be assigned or transferred by COLLEGE without AGENCY'S prior written consent. The
4 photo identification cards provided by COLLEGE to its students may not be assigned, transferred or
5 used by any person other than the individual who received the card. In the event of dissolution of the
6 COLLEGE PASS program, this AGREEMENT shall terminate.

7
8 **ARTICLE 6. MODIFICATION**

9 No modification of this AGREEMENT shall be effective unless made in writing, signed by
10 both parties, and if required, approved by an agency's applicable governing body.

11
12 **ARTICLE 7. TERM**

13 This AGREEMENT shall be effective beginning *August 1, 2017* and shall continue in full force
14 and effect until *July 31, 2022*, or until canceled by COLLEGE upon written notice to the other party
15 at least twelve (12) months prior to the effective date thereof. This AGREEMENT may be extended
16 and or renewed by mutual AGREEMENT, but must be confirmed in writing by the parties listed in
17 Article 10 Notification, or their designees or successors. Any extension or renewal must comply with
18 the requirements of Education Code Section 76361(d)(1).

19
20 **ARTICLE 8. TERMINATION**

- 21 A. COLLEGE shall pay AGENCY its payment for all student transportation fees in accordance
22 with Article 1(G) above collected by COLLEGE up to the date of termination. Thereafter
23 AGENCY shall have no further claims against COLLEGE under AGREEMENT.
- 24 B. AGENCY may terminate this AGREEMENT at any time for its convenience or for
25 COLLEGE'S default if COLLEGE breaches any material provision of this AGREEMENT and
26 fails to cure such breach within ten (10) calendar days of receipt of written notice of such
27 breach from AGENCY. If AGENCY so terminates for default, then COLLEGE shall pay
28 AGENCY its payment for all student transportation fees collected by COLLEGE up to the date
29 of termination. That payment shall be provided in full to AGENCY within thirty (30) calendar
30 days of receipt of the notice of termination.
- 31 C. COLLEGE may terminate this AGREEMENT for AGENCY'S default if AGENCY breaches
32 any material provision of this AGREEMENT and fails to cure such breach within ten (10)

1 calendar days of receipt of written notice of such breach from COLLEGE. If COLLEGE so
2 terminates for default, then COLLEGE shall pay AGENCY its payment for all student
3 transportation fees collected by COLLEGE up to the date of termination. That payment shall be
4 provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of
5 termination.

6 D. COLLEGE may terminate this AGREEMENT within thirty (30) days written notice to
7 AGENCY if the student body and the Board of Trustees vote to repeal the transportation fee
8 necessary to fund the services provided by AGENCY under this AGREEMENT.

9 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes
10 in service may defeat the purpose of this AGREEMENT. In such event, COLLEGE may
11 provide written notice of such concerns to AGENCY. In the event COLLEGE and AGENCY
12 cannot agree to resolve such concerns, COLLEGE may proceed to provide written notice of
13 breach to AGENCY. If COLLEGE terminates the AGREEMENT for breach, then COLLEGE
14 shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to
15 the date of termination.

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19 operate any bus or rail service to or from the facility of COLLEGE or elsewhere during the term of
20 this AGREEMENT, and it is expressly agreed that the AGENCY shall incur no liability to
21 COLLEGE by reason of any rerouting, rescheduling, discontinuance, or other changes in bus, rail or
22 other transit services operated by the AGENCY. In the event that AGENCY does find the need to
23 reroute, reschedule, discontinue or otherwise make changes in bus, rail or other transit services
24 operated by AGENCY that would affect the students of COLLEGE, when possible AGENCY will
25 provide at least thirty (30) days notice to COLLEGE of such change.

26 27 **ARTICLE 10. NOTIFICATION**

28 All notices hereunder and communications regarding the interpretation of the terms of this
29 AGREEMENT, or changes thereto, shall be effected by delivery of said notices in person, via
30 electronic mail with delivery confirmation, or by depositing said notices in the U.S. mail, registered
31 or certified mail, returned receipt requested, postage prepaid and addressed as follows:
32

To College:

San Bernardino Community College District
Business Services
114 S. Del Rosa Drive
San Bernardino, CA 92408
ATTENTION: Steven J. Sutorus
Business Manager
Phone: 909-382-4031 Fax: 909-382-0174
Email: ssutorus@sbccd.edu

To AGENCY:

Omnitrans
Marketing & Planning Dept.
1700 West Fifth Street
San Bernardino, CA 92411
ATTENTION: Wendy Williams
Director of Marketing & Planning
Phone: 909-379-7151
Email: wendy.williams@omnitrans.org

ARTICLE 11. COMPLETE AGREEMENT

- A. This AGREEMENT and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between AGENCY and COLLEGE and it supersedes all prior representations, understandings, writings, and communications regarding the services provided hereunder. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of AGENCY'S right to such performance or to future performance of such a term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and effect. Both parties agree time shall be of the essence under this AGREEMENT.
- B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of COLLEGE'S right to such performance or to future performance of such a term or terms, and AGENCY'S obligation in respect thereto shall continue in full force and effect.
- C. The issuance of information, advice, approvals, or instructions by AGENCY'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect AGENCY'S and COLLEGE'S rights and obligations hereunder.
- D. The issuance of information, advice, approvals, or instructions by COLLEGE'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect COLLEGE'S and AGENCY'S rights and obligations hereunder.

1 **ARTICLE 12. GOVERNING LAW AND VENUE**

2 The laws of the State of California, without regard to any conflicts of law provisions, shall
3 govern any action or claim arising out of this AGREEMENT. The parties agree that the venue for any
4 action or claim arising out of or related to this AGREEMENT shall be San Bernardino County. If any
5 action or claim concerning this AGREEMENT is brought by a third party, the parties agree to use
6 their best efforts to obtain a change of venue to San Bernardino County.

7
8 **ARTICLE 13. FORCE MAJEURE**

9 Either party shall be excused from performing its obligations under this AGREEMENT during the
10 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control
11 including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
12 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
13 material act of omission by the other party; when satisfactory evidence of such cause is presented to the
14 other party, and provided further that such nonperformance is unforeseeable, beyond the control and is
15 not due to the fault or negligence of the party not performing.

16
17 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be
18 executed on the day and year first above written.

19
20 **COLLEGE**

OMNITRANS

21
22 By _____

 By _____

23 Steven J. Sutorus
24 Business Manager
25 Fiscal Services

 P. Scott Graham
 CEO, General Manager

26
27
28 **APPROVED AS TO FORM:**

29
30 By _____

31 Haviva Shane
32 Legal Counsel

ITEM # E9

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: OMNICONNECTS FY2019-2025 SRTP UPDATE

FORM MOTION

Receive and file this status report for Omnitrans' next Short-Range Transit Plan (SRTP), OmniConnects FY2019-2025.

This item was reviewed by the Plans and Programs Committee at its May 25, 2017 meeting and the Committee recommended receive and file.

BACKGROUND

Omnitrans' next Short-Range Transit Plan (SRTP), OmniConnects FY2019-2025, was kicked off by the Board of Directors in April 2017. Staff has collected and is analyzing performance, demographic, land-use and related data in addition to reviewing plans adopted by Joint Powers Agency (JPA) entities, the San Bernardino County Transportation Authority (SBCTA), and the regional Metropolitan Planning Organization, the Southern California Association of Governments (SCAG).

This memo highlights two upcoming activities related to the SRTP.

Each JPA member entity was invited to meet with Omnitrans' Marketing and Planning and Special Transit Services staff. Letters were sent to JPA members (City Manager, Board member, and regular staff contacts) at the beginning of May offering meetings in late May through mid-June. As of May 15th, five of sixteen cities had scheduled a meeting. These meetings are crucial for Omnitrans to understand the needs of the individual communities we serve and also to be sure that we are aware of planned developments so that we can plan transit services for them appropriately.

Additionally, Omnitrans has scheduled 19 public meetings, mostly at major transit centers, transfer centers or bus stops in order to fully engage the public in developing the next SRTP.

Omnitrans has published a legal notice and will promote these meetings on-board, through social media, a news release, on Omnitrans.Org and other channels.

Meetings are scheduled from June 19th through June 27th, with comments due back to Omnitrans by July 7th. Primary meetings are either held from 6:00 A.M. to 8:00 A.M. or 4:00 P.M. to 7:00 P.M. so that we can meet with customers while they are commuting rather than asking riders to come to a separate meeting. We have found that these in-the-field meetings have been much more successful at gathering public input than similar sessions held in a formal setting. The meeting schedule is:

	Monday 6-19	Tuesday 6-20	Wednesday 6-21	Thursday 6-22	Friday 6-23	Monday 6-26	Tuesday 6-27
6:00 AM	San Bernardino Transit Center	Montclair Transit Center	Fontana Transit Center	Ontario Civic Center Transfer Station		Chino Transit Center	San Bernardino Transit Center
7:00 AM							
8:00 AM							
9:00 AM							
10:00 AM	Redlands Transfer Mall	Chaffey College Transit Center	Arrowhead Regional Medical Center Bus Stops	Ontario Mills Bus Stop			
11:00 AM							Riverside & Foothill Bus Stops (Rialto)
12:00 PM							
1:00 PM							
2:00 PM	Highland & Boulder Bus Stop (Highland)	Chino Transit Center			San Bernardino Transit Center		
3:00 PM							
4:00 PM			Ontario Senior Center (Formal Meeting)	Montclair Transit Center		Yucaipa Transit Center	Fontana Transit Center
5:00 PM	Omnitrans East Valley Office (Formal Meeting)						
6:00 PM							
7:00 PM							
8:00 PM							

Once feedback from JPA members and the public is gathered, this information will be shared with the Plans and Programs Committee at a future meeting.

The high level SRTP schedule is:

High Level SRTP Timeline	FY2017		FY2018			
	Q3	Q4	Q1	Q2	Q3	Q4
Data Collection, & Analysis						
Public, Stakeholder, City, Partner Input						
Unconstrained, Constrained & Financial Plans						
Final Draft Plan and Public Hearings						
Approval & Implementation						

CONCLUSION

By receiving and filing this SRTP update, Omnitrans staff can continue moving forward with developing the 2019-2025 SRTP while gathering feedback from the public and stakeholders.

PSG:WW:JB

ITEM # E10

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE ASSIGNMENT – CONTRACTS MNT14-24B AND
MNT17-26B, TOWING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to sign the necessary documents to allow the assignment of Contracts MNT14-24B awarded August 5, 2015, and MNT17-26B awarded April 5, 2017, to Bill & Wag's, Inc., for the provision of Towing Services to Fleet Sales & Consulting, Inc. dba Bill & Wag's, Inc. of Ontario, CA.

BACKGROUND

On May 22, 2017, Omnitrans received notification that effective May 11, 2017, Bill & Wag's, Inc. was purchased by Fleet Sales & Consulting, Inc. dba Bill & Wag's, Inc. The new firm has elected to continue to assume and perform all of the obligations and liabilities of the assigned contracts.

The Board's consent to the assignment is necessary to formalize the transfer of responsibilities to Fleet Sales & Consulting, Inc. dba Bill & Wag's Inc. There will be no changes to the terms and conditions of the agreement.

FUNDING SOURCE

There is no additional cost associated with this assignment.

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

CONCLUSION

Approval of this assignment will allow Omnitrans to continue to provide Towing Services for Omnitrans' buses, support vehicles and private vehicles parked in violation of Omnitrans' parking restrictions.

PSG:EFP:KNT

AMENDMENT 4
TO CONTRACT MNT14-24B

BETWEEN

OMNITRANS

AND

BILL & WAG'S INC.

Towing Services

This Contract Amendment 4, effective May 11, 2017 is entered into by and between Omnitrans (hereinafter called "Agency") and Bill & Wag's Inc. (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Agency and Contractor have entered into Contract MNT14-24B on June 1, 2014; and
- II. Agency and Contractor amended the Contract under Amendment 1 to increase the amount by \$21,000 for a not-to-exceed amount of \$41,000 as approved by the Board of Directors on August 9, 2014; and
- II. Agency and Contractor amended the Contract under Amendment 2 to increase the amount by \$44,000 for a not-to-exceed amount of \$85,000 as approved by the Board of Directors on August 5, 2015; and
- II. Agency and Contractor amended the Contract under Amendment 3 to exercise Option Year One, extending the Contract through May 31, 2017, update recital, update contact information and increase the contract amount by \$45,000 for a new total contract not-to-exceed amount of \$130,000; and
- III. Section 12, ASSIGNMENT, states that the services may not be assigned without prior written consent of the Agency. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Agency's consent to assign contract to Fleet Sales & Consulting, Inc. dba Bill & Wag's, Inc.

NOW THEREFORE, AGENCY and CONTRACTOR hereby amend their Contract as follows:

- I. Agency consents to the assignment by Contractor of Agreement as a result of the purchase of the Contractor's towing business by Fleet Sales & Consulting, Inc. dba Bill & Wag's Inc.
- II. All correspondence and notices shall be forwarded to Fleet Sales & Consulting, Inc. dba Bill & Wag's Inc. at 1516 S. Bon View Avenue, Ontario, CA 91761.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 4 to be executed on the date shown below, and effective as written above.

OMNITRANS

FLEET SALES & CONSULTING,
INC. DBA BILL & WAG'S INC.

P. Scott Graham
CEO/General Manager

Jay Ingley
General Manager

Dated:_____

Dated:_____

IDP_____

AMENDMENT 1
TO CONTRACT MNT17-26B

BETWEEN
OMNITRANS
AND
BILL & WAG'S INC.

Towing Services

This Contract Amendment 1, effective May 11, 2017 is entered into by and between Omnitrans (hereinafter called "Agency") and Bill & Wag's Inc. (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Agency and Contractor entered into Contract MNT17-26B on June 1, 2017; and
- II. Section 12, ASSIGNMENT, states that the services may not be assigned without prior written consent of Agency. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Agency's consent to assign contract to Fleet Sales & Consulting, Inc. dba Bill & Wag's, Inc.

NOW THEREFORE, in consideration of the forgoing, AGENCY agrees as follows:

- I. Agency consents to the assignment by Contractor of Agreement as a result of the purchase of the Contractor's towing business by Fleet Sales & Consulting, Inc. dba Bill & Wag's Inc.
- II. All correspondence and notices shall be forwarded to Fleet Sales & Consulting, Inc. dba Bill & Wag's Inc. at 1516 S. Bon View Avenue, Ontario, CA 91761.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 1 to be executed on the date shown below, and effective as written above.

OMNITRANS

FLEET SALES & CONSULTING,
INC. DBA BILL & WAG'S INC.

P. Scott Graham
CEO/General Manager

Jay Ingley
General Manager

Dated:_____

Dated:_____

IDP_____

ITEM # E11

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

SUBJECT: AUTHORIZE RELEASE – IFB-MNT18-17, SPARK PLUGS

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT18-17 for the provision of Spark Plugs for a three (3) year base period and two (2) single year options.

BACKGROUND

Omnitrans owns, operates, and maintains 188 New Flyer buses as part of its revenue fleet. Spark plugs are an electrical ignition device that fits into the cylinder head of an engine and ignites the fuel mixture needed for combustion to power the engine. Omnitrans requires spark plugs to be changed at pre-determined intervals based on mileage. Replacement of the spark plugs is essential for the proper maintenance of Omnitrans' bus fleet and to ensure that buses run efficiently.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$306, 219, if all options are exercised.

FUNDING SOURCE

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

Department Number	1200
Expenditure Code	504010

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

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will be able to provide preventative maintenance on its fleet of buses.

PSG:EFP:KNT

ITEM # _____ E12 _____

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

SUBJECT: AUTHORIZE RELEASE - IFB-MNT18-13, ELECTRONIC CONTROL MODULES

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT18-13 for the provision of Electronic Control Modules (ECM) for a three (3) year base period and two (2) single option years.

BACKGROUND

Omnitrans owns, operates, and maintains 188 New Flyer buses as part of its revenue fleet. ECMs delivered under the contract(s) resulting from this solicitation will be used in the repair and maintenance of the bus engines and transmissions.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements exceeding \$100,000. The Independent Cost Estimate for this project is \$560,000.

FUNDING SOURCES

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

Department	1200
Expenditure Code	504010

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

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will achieve cost savings and benefit from economies of scale.

PSG:EFP:CVM

ITEM # E13

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE RELEASE - IFB-MNT18-07, BUS REPLACEMENT
WINDOWS**

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT18-07 for the provision of Replacement Bus Windows for a three (3) year base period and two (2) single option years.

BACKGROUND

Omnitrans will replace windows that have been damaged or vandalized on its fleet of buses on an as-needed basis. This solicitation will allow Omnitrans to benefit from fixed pricing on replacement windows and will reduce vehicle down time.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements exceeding \$100,000. The Independent Cost Estimate for this project is \$957,700.

FUNDING SOURCES

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

Department	1200
Expenditure Code	504010

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

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will achieve cost savings and benefit from economies of scale.

PSG:EFP:CVM

ITEM # _____ E14

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

SUBJECT: AUTHORIZE RELEASE - IFB-ITS18-09, MICROSOFT SOFTWARE ASSURANCE

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-ITS18-09 for the provision of Microsoft Software Assurance for a three (3) year period.

BACKGROUND

Omnitrans' Enterprise Agreement (EA) for support and maintenance of its Microsoft licensed software products require renewal. The EA includes comprehensive maintenance, upgrade rights, deployment planning, product support, training, etc., as well as, rights to Microsoft products needed by both users and administrators.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements exceeding \$100,000. The Independent Cost Estimate for this project is \$234,260.

FUNDING SOURCES

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

Department	1320
Expenditure Code	505170

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

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will continue to have effective management of its Microsoft license and software maintenance agreements.

PSG:EFP:CVM

ITEM # E15
DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

SUBJECT: AUTHORIZE RELEASE - IFB-ITS18-14, DESKTOP COMPUTERS
FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-ITS18-14 for the provision of Desktop Computers for a one-time purchase.

BACKGROUND

Omnitrans' requires computer equipment on an ongoing basis to meet the needs of the Agency's various departments. Fifty-five computers have been identified as obsolete. These computers are outdated, and unable to support current applications.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements exceeding \$100,000. The Independent Cost Estimate for this project is \$114,860.

FUNDING SOURCES

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

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z112	2014	Desktop Computers	D1422008F	\$91,888
Prop1B	Prop1B	2014	Desktop Computers	D1422023B	\$22,972
Total					\$114,860

_____ Verification of Funding Source and Availability of Funds

(Verified and initialed by Finance)

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will ensure continued efficiencies by using computers able to utilize current applications.

PSG:EFP:CVM

ITEM # E16

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

SUBJECT: AUTHORIZE AWARD – CONTRACT MKP17-73, BUS STOP SIGNS

FORM MOTION

Authorize the CEO/General Manager to award Contract MKP17-73 to Here's Your Sign, Inc. dba Signs Now of Redlands, of Redlands, CA, for the provision of bus signs for a three (3) year base period beginning June 2017 with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI), extending the contract to no later than June 2022, in the amount of \$54,600, plus a ten percent contingency of \$5,460, for a total not-to-exceed amount of \$60,060, should all options be exercised.

BACKGROUND

Omnitrans utilizes signs to identify bus stop locations and provide bus route information. The sign purchase also includes the new "NexTrip" signs that display the Quick Response (QR) Code that allow passengers to use mobile devices to obtain real-time information of the next arriving bus.

Small purchases under \$100,000 are informal procurements which do not require Board approval for release. Per Procurement Procedure 2000, Section 5.1.2, purchases over \$50,000 require Board approval for award.

On March 8, 2017, staff released Request for Quotes RFQ-MKP17-73. The solicitation was posted on Omnitrans' online bidding system. Five bids were received by the April 4, 2017 deadline and all were deemed responsive.

Listed below are the three base year bid prices from lowest to highest:

Company	Total
Here's Your Sign dba Signs Now of Redlands, Redlands, CA	\$ 33,096.68
Maneri Sign Company, Inc., Gardena, CA	\$ 42,977.52
PVL Signs & Graphics, Inc., Tustin, CA	\$ 44,608.44
Primus, Inc. dba Western Highway Products, Stanton, CA	\$ 50,074.20
Main Street Signs, Ontario, CA	\$ 56,254.50

Option years will be exercised with an increase or decrease to unit pricing based on the Annual Consumer Price Index (CPI) and are estimated not to exceed \$21,500. Award is recommended to the lowest, responsive, responsible bidder. Price is deemed to be fair and reasonable through competition.

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

FUNDING SOURCE

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

Department 1400
Expenditure Code 505230

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

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

CONCLUSION

By proceeding with this award, Omnitrans will have the ability to supply new and replacement bus stop signs and display QR codes for passengers to access real-time bus arrival data.

PSG:EP:CVM

ITEM # F1

DATE: June 7, 2017

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

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

Omnitrans received the Certificate of Special Congressional Recognition from Congresswoman Norma J. Torres, representing the 35th Congressional District. This award is recognizing Omnitrans as the 2017 Excellence in Transit Safety recipient for the 44th Annual WeTip National Crime Fighting Conference.

WeTip was founded in 1972 and was created as an Anonymous Crime Reporting resource for citizens, as a tool to aid law enforcement. This successful Program has dramatically impacted crime and reduced crime incidents in communities and schools nationwide.

Southern California Edison (SCE) signed off on their underground electrical work at West Valley (WV) and all equipment is located at the facility. The Compressed Natural Gas (CNG) dispensers are in place and connections are being worked on. The gas line connections at the CNG compressor plant continue. All high pressure pipes were installed and x-rayed at EV. High pressure testing will follow. All underground digging has ceased at both East and West Valley and is complete. So Cal Gas Company is scheduled to begin work on Thursday, June 1, 2017. So Cal Gas was able to make changes in the work schedules. Southern California Edison (SCE) is 21-28 days away from site work commencing, however the date has not been set. Omnitrans is waiting for the Pre-Construction Meeting to be scheduled to find out SCE's schedule.

ITEM # F2

DATE: June 7, 2017

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

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: INSTALLATION OF NEW CHAIR
ELECTION OF NEW VICE CHAIR**

FORM MOTION

1. Approve the installation of Vice Chair Ronald Dailey, Loma Linda, to the office of Chair of the Omnitrans Board of Directors, for a two-year term, beginning July 1, 2017 and continuing through June 30, 2019.
2. Elect a new Vice Chair to the Omnitrans Board of Directors, for a two-year term, beginning July 1, 2017 and continuing through June 30, 2019.

BACKGROUND

The policy adopted by the Omnitrans Board of Directors in 1991 specifies that, every two years, the Vice Chair assumes the position of Board Chair and that a new Vice Chair shall be elected.

As the term of Board Chair Sam Spagnolo concludes on June 30, 2017, the current Board Vice Chair shall assume the position of Chair of the Board of Directors, effective July 1, 2017. As this leaves the Vice Chair position vacant, the Board of Directors must elect a new Vice Chair, to also become effective July 1, 2017. Both parties shall serve in their new roles for the period of July 1, 2017 through June 30, 2019.

CONCLUSION

The Board of Directors shall approve the installation of Vice Chair Ronald Dailey to the position of Board Chair and elect a new Vice Chair of the Board of Directors, both to become effective July 1, 2017.

PSG

ITEM # _____ F3 _____

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: DIGITAL FARES & MOBILE DIGITAL PASS SALES OUTLET

FORM MOTION

Recommend the Board of Directors authorize:

1. A change to Omnitrans' Fare Policy to include digital fares as a payment type; and
2. A change to Omnitrans' Pass Sales Outlet Program to include mobile digital pass sales outlets that sell digital fares via a mobile application.

This item was presented to the Plans and Programs Committee at its May 25, 2017 meeting.

The Mobile Digital Pass Sales agreement will be subject to review and approval by Omnitrans legal counsel as to form.

BACKGROUND

For approximately the last 20 years, Omnitrans has accepted two types of fares; 1) cash on board and 2) paper passes with a magnetic stripe. Magnetic stripe passes are available for sale on board, online, at ticket vending machines, at Omnitrans offices including the San Bernardino Transit Center, and through an extensive network of pass outlets.

While existing pass distribution channels make prepaid fares widely available using traditional retail, mail-order and online methods, emerging customer expectations are demanding more immediate access to prepaid fares. Millennial riders, a demographic constituting 49% of Omnitrans' customer base, are inclined to prefer purchasing goods and services via their mobile devices, rather than being required to travel to a brick and mortar location. The addition of digital fares via a mobile payment app, provides for instantaneous delivery of fare media and also that reduces "farebox stage fright" among new riders. The ease of use and convenience also helps promote rider retention.

Availability of a digital mobile fare application will expand the availability of Omnitrans multi-use fare media and the opportunity to create additional usage. Additionally, digital fares will reduce cash handling expenses and reduce dwell time associated with on board cash transactions.

The following three options are seen as methods to enter the digital mobile fare market:

- 1) Wait for a regional solution through longer-term planning efforts of Southern California Association of Governments (SCAG), Los Angeles County Metropolitan Transportation Authority (LA Metro) or other regional players;
- 2) Develop/Procure an Omnitrans specific mobile app; or
- 3) Utilize an existing transit-focused electronic mobile digital fare outlet.

Option 1 - Minimum timeline of at least 3-5 years and likely longer with currently unknown capital and operating costs.

Option 2 - Current estimates of the initial capital, software and licensing costs is approximately \$1.6 million plus per transaction credit card costs and processing fees.

Option 3 - There are no initial capital, software or licensing costs and it can be implemented in a few months rather than a few years. Similar to Omnitrans existing outlets, the cost of a mobile digital fare outlet is a sales commission to be negotiated with digital fare outlets.

If successful, Omnitrans may look at a future date to add hardware that automatically validates digital fares as an improvement over standard visual validation. Since there is no initial startup cost, Option 3 will allow Omnitrans a soft entrance into digital fares to test the rider interest without negating the ability of a future transition to Options 1 or 2.

Another advantage of Option 3 is using a private sector digital fare outlet will allow Omnitrans to attract additional customers. As more transit agencies join the digital fare outlet model, the potential exists for mobile applications to allow transit riders to purchase fares from multiple transit agencies without the agencies setting new policies or management process agreements.

Omnitrans staff recommends approving a change to Omnitrans' Fare Policy to include digital fares in as a payment type.

Staff also recommends changing Omnitrans' Pass Sales Outlet Program to include mobile digital pass sales outlets as a new approach to delivering digital fare through a mobile application.

In order to accomplish this, Omnitrans must amend our pass outlet policy. Currently, Omnitrans has two types of outlets:

- 1) Pass Sales Outlets that sell passes to the general public in order to generate foot traffic and to earn a sales commission that ranges from 2%-5% depending on sales volume; and,
- 2) Pass Distributors that distribute passes for free to clients in order to achieve other goals.

Omnitrans proposes adding a third outlet type: Mobile Digital Pass Sales Outlet. It is expected that a digital outlet will have a higher commission rate than a traditional pass sales outlet for the following reasons:

- All transactions involve credit card transaction fees which will be absorbed by the mobile digital pass outlet.
- Digital pass sales outlets do not benefit from additional foot traffic as do traditional outlets. Instead, such outlets benefit solely from profitability of fare media sales and commission.
- There are no printing, shipping, returns, accounts receivable costs associated with the mobile digital pass sales outlet which results in cost aversion reduction for Omnitrans.
- Omnitrans proposes that the commission for a Mobile Digital Pass Sales Outlet will not exceed 10% of sales.

In order for an outlet to be considered a Mobile Digital Pass Sales Outlet, the outlet must:

- Sell all Omnitrans Fixed Route fares via a mobile application with the ability to easily distinguish between full fare and discounted fares;
- Absorb all transactional costs associated with the sales of digital fares;
- Provide comprehensive customer support for the mobile app;
- Offer a multi-part visual validation acceptable to Omnitrans in order to ensure that only valid passes are accepted on board;
- Have readily available or a path to an automated validation process on board that can supply visual validation;
- Provide pass sales data to Omnitrans including number of fares sold by exact fare type, time of day and location of a) purchase, b) initial activation, and c) each subsequent activation, number of customers, reorder history, and similar data to be negotiated between the outlet and Omnitrans;
- Automatically deposit fare revenue minus commission into an account of Omnitrans choosing in real time (daily) rather than accruing a balance or prepaying for fares sold;
- Report to Omnitrans the full value of all fares sold prior to the outlet taking the commission;
- Have a proven customer base that includes at least five transit agencies;
- Be willing to be one of many mobile digital pass sales outlets should additional outlets emerge

During the Plans and Programs Committee meeting, the Committee asked specifically about security of a digital outlet and protection for customers' information. The responses to these questions are:

1. By utilizing a digital outlet rather than developing a customized digital platform, Omnitrans has moved the primary liability to the outlet rather than residing solely with Agency. The transactional data, customer information and related data is stored and maintained by the outlet. Omnitrans would only receive aggregated or anonymized data limiting the opportunity for Omnitrans specific issues.

2. Omnitrans will require that outlets adopt industry practices concerning privacy requirements related to online or mobile transactions and the safeguarding of customer payment information. Currently, this includes ensuring that data is encrypted with Advanced Encryption Standard (AES) when written to storage and data is encrypted when transferred using Transport Layer Security (TLS). All payment information is collected in a Payment Card Industry (PCI) compliant manner and that all PCI Data Security Standards (PCI DSS) are in place. All transactions must be handled by a PCI Service Provider Level 1 and confirmed via a PCI-certified auditor.

CONCLUSION

Staff recommends that the Board of Directors adopt a change to Omnitrans' Fare Policy to include digital fares as a payment type and a change to Omnitrans' Pass Sales Outlet Program to include mobile digital pass sales outlets that sell digital fares via a mobile application. By approving the above changes, Omnitrans will begin working with Token Transit to become Omnitrans first Mobile Digital Pass Sales outlet. Omnitrans will also welcome other outlets that will meet the Mobile Digital Fare Sales outlet requirements.

PSG:WW:MC/JB

1 **MOBILE DIGITAL PASS SALES OUTLET AGREEMENT**

2 **BETWEEN**

3 **OMNITRANS**

4 **AND**

5 _____.

6 **THIS AGREEMENT** is made and entered into this____ day of, _____, 20__, by and
7 between Omnitrans, (hereinafter referred to as "AGENCY" or "Omnitrans") and _____
8 (hereinafter referred to as "VENDOR").

9 **WHEREAS**, AGENCY wishes to provide convenient, safe and reliable points of purchase
10 opportunities for customers to obtain prepaid digital fares ("Digital Fares") and whereas VENDOR
11 wishes to sell Digital Fares to the public through an existing free, downloadable mobile digital pass
12 sales application available for Android and Apple smartphone devices;

13 **NOW, THEREFORE**, as herein set forth, the parties agree as follows:

14 **ARTICLE 1. STATEMENT OF WORK**

15 A. AGENCY appoints VENDOR as an authorized VENDOR of, and VENDOR agrees to
16 sell, all AGENCY Digital Fares via a mobile application with the ability to easily distinguish between full
17 fare and discounted fares at the rates and to eligible persons in accordance with the attached AGENCY
18 Policy and Procedure for Mobile Digital Pass Vendors (Attachment A).

19 B. Via the mobile application, VENDOR shall make available all information, time
20 schedules, and/or posters supplied by AGENCY and shall to the best of its ability furnish to the public
21 complete and accurate information in accordance with those materials. Where applicable, VENDOR
22 shall provide links to information located on AGENCY's website.

23 C. VENDOR shall pay AGENCY, or ensure AGENCY is paid, in accordance with the
24 attached Fee Schedule (Attachment B) no later than 2 days from the transaction date on the mobile
25 app. If AGENCY believes that VENDOR has calculated this fee incorrectly, AGENCY must contact
26 VENDOR no later than 60 days after the closing date on the first billing statement in which the error or

1 problem appeared, in order to receive an adjustment or credit. VENDOR will adopt industry practices
2 concerning privacy requirements related to online or mobile transactions and the safeguarding of
3 customer payment information. VENDOR will ensure all payment information is collected in a Payment
4 Card Industry (PCI) compliant manner and that all PCI Data Security Standards (PCI DSS) are in place.

5 **ARTICLE 2. GENERAL TERMS AND CONDITIONS**

6 VENDOR agrees to provide AGENCY's customers the ability to purchase AGENCY Digital
7 Fares as provided in this Agreement (the "Services"). As part of the Services, the VENDOR will provide
8 prompt customer service addressing any questions, concerns or complaints regarding the
9 implementation, application and use of the mobile digital application. VENDOR shall not disclose,
10 disseminate, or reveal Agency Data (as defined below), including customer information, to any third
11 party without the prior written permission from an authorized representative of the AGENCY or the
12 appropriate informed consent of consumers purchasing Digital Fares. Notwithstanding anything
13 contained herein to the contrary, AGENCY acknowledges and agrees that VENDOR may use Agency
14 Data to improve its products and services, provided that Agency Data is used in a manner that is not
15 identifiable as data from AGENCY or any customer, such as in the aggregate and anonymous without
16 any personal identifiable information. VENDOR has the sole obligation and responsibility to track the
17 status of its account and to perform its obligations in accordance with any and all applicable local, state
18 and federal laws and regulations, in addition to accepted industry practices concerning privacy
19 requirements related to online or mobile transactions and the safeguarding of customer payment
20 information.

21 **ARTICLE 3. INDEPENDENT CONTRACTOR**

22 The parties hereto, in the performance of this Agreement, will be acting in their individual
23 capacities and not as agents, employees, partners, joint venturers or associates of one another. The
24 employees or agents of one party shall not be deemed or construed to be the employees or agents of
25 the other party for any purpose whatsoever. Neither party shall have any right, power or authority to
26

1 create any obligation, express or implied, on behalf of the other except as defined in this Agreement or
2 as mutually agreed to under the terms of this Agreement.

3 **ARTICLE 4. FINANCIAL STABILITY**

4 Subject to the terms and conditions in Article 6, AGENCY reserves the right to reasonably
5 request documentation demonstrating the financial stability of VENDOR, which may include but is not
6 limited to the following items: current credit rating (Dunn & Bradstreet), audited financial statements
7 and client references.

8 **ARTICLE 5. INTELLECTUAL PROPERTY**

9 The AGENCY hereby assigns to the VENDOR any invention, work of authorship, idea,
10 information, feedback or know-how (whether or not patentable) that is conceived, learned or reduced to
11 practice in the course of performance under this Agreement (the "Inventions") and any patent rights,
12 copyrights (including moral rights; provided that any non-assignable moral rights are waived to the
13 extent permitted by law), trade secret rights and all other intellectual property rights of any kind with
14 respect thereto. At VENDOR's sole expense, AGENCY agrees to take any action reasonably
15 requested by the VENDOR to evidence, perfect, obtain, maintain, enforce or defend the foregoing. The
16 VENDOR hereby grants the AGENCY a non-exclusive, nonsublicenseable license to use such
17 Inventions for internal, non-commercial purposes. The AGENCY may use the VENDOR's product(s) to
18 upload, transmit and store certain data ("Agency Data").

19 **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

20 AGENCY represents and warrants the following:

- 21 • It has all rights necessary to use the VENDOR's product(s) in connection with the
22 Agency Data and to provide the VENDOR with the Agency Data.
- 23 • It has received all necessary approvals for the execution of this AGREEMENT.

24 VENDOR represents and warrants the following:

- 25 • It is informed of, able to, and currently complying with all applicable laws and regulations
26 concerning the Services.

- It follows industry best practices concerning the collection of any and all customer information, including issues related to privacy and safe and secure online and mobile transactions, and any policies concerning the use of the mobile app platform to purchase Digital Fares are communicated to customers.

ARTICLE 7. INSPECTION OF RECORDS

VENDOR shall keep and maintain detailed and accurate books and records with regard to the generation and collection of Fees (as defined in Attachment C) and the provision of the Services, in each case together with supporting documents, for a period of no less than five (5) years after creation of each such book or record. VENDOR must maintain such books and records in sufficient detail to permit AGENCY's evaluation of the Fees and Services and in accordance with generally accepted accounting principles. At the AGENCY's reasonable advance request, VENDOR must provide in an electronic format and, if necessary, access to any propriety software to view such electronic records, in each case solely for the purpose of evaluating the Services or determining and verifying the appropriate Fees received hereunder. Subject to the foregoing, AGENCY has the right to examine or audit VENDOR's records during normal business hours and with reasonable advance notice, at AGENCY's expense, and VENDOR agrees to cooperate with any such examination or audit. If any such audit or examination finds an underpayment of more than, in the aggregate, 7%, then VENDOR shall reimburse AGENCY for reasonable out of pocket costs of such audit or examination.

ARTICLE 8. ASSIGNMENT AND MODIFICATION

This Agreement shall not be voluntarily or involuntarily assigned or transferred by VENDOR. VENDOR must notify AGENCY of any event that may have an effect on this AGREEMENT, which includes but is not limited to sale, closure or inoperability of VENDOR'S mobile digital pass sales application or VENDORS's insolvency. No modification of this Agreement shall be effective unless made in writing and signed by both parties. Notwithstanding the foregoing, VENDOR may assign its rights and obligations under this Agreement to a successor to substantially all of its assets or business; however, VENDOR must provide notice of such assignment within ten (10) calendar days of such

1 assignment being completed. Upon notice, or learning of such assignment should notice not have been
2 provided, AGENCY shall have the right to immediately cancel this Agreement with written notice
3 notwithstanding any requirements of Article 9.

4 **ARTICLE 9. TERM AND CANCELATION**

5 A. This Agreement shall be effective upon execution by both parties and shall continue in full
6 force and effect until canceled by either party with or without cause upon thirty (30) days written notice
7 to the other party. The term "cancelation" and "termination" are interchangeable in this Agreement.

8 1. Upon cancelation of this Agreement, in whole upon notice by either party or in part,
9 VENDOR will promptly: Terminate the right of the AGENCY's customers to purchase any new
10 AGENCY Digital Fares, and VENDOR shall keep active the right of customers to activate existing pre-
11 purchased but unused mobile digital fares for a period of one hundred twenty (120) days from the
12 termination date of this Agreement. Additionally, prior to termination, VENDOR agrees to message
13 Recipient's customers holding existing unused fares and inform them of the 120 day time period for
14 using existing pre-purchased but unused fares through the mobile digital fares application. The
15 language of the message shall be preapproved by AGENCY and posted on the mobile app for the 120
16 day time period.

17 2. VENDOR shall promptly transmit or cause to be transmitted all fares payable to the
18 AGENCY (if any), subject to the commission provision outlined within the AGENCY Policy and
19 Procedure for Mobile Digital Pass VENDORS. C. Either party may terminate this Agreement
20 immediately for the other party's breach if the other party fails to cure such breach within five (5)
21 calendar days of receipt of written notice from the non-breaching party. If AGENCY terminates for
22 breach, then VENDOR shall remit payment in full to AGENCY within five (5) calendar days of receipt of
23 the notice of termination.

24 **ARTICLE 10. NOTIFICATION**

25 All notices hereunder and communications with respect to this Agreement shall be effective
26 upon the mailing thereof by first class mail, return receipt requested, postage prepaid, and

1 addressed as follows, followed by facsimile transmission. Notice shall be deemed communicated two
2 (2) business days from the time of mailing if mailed as provided in this paragraph.

3 To VENDOR:

To AGENCY:

Omnitrans

1700 W. 5th Street

San Bernardino, CA 92411

ATTENTION: Pass Sales Department

909-379-7100

13 **ARTICLE 11. INDEMNIFICATION; LIMITATION ON LIABILITY**

14 The VENDOR agrees to indemnify, defend (with counsel reasonably approved by AGENCY)
15 and hold harmless the AGENCY and its member agencies, authorized officers, employees, agents and
16 volunteers from any and all claims, causes of action, losses, damages, and/or lawsuits for damages or
17 liability ("Claims") by an unaffiliated third party, including any such claims associated with the unlawful
18 use of patents, trademarks or other intellectual property associated with the Services and/or use or
19 storage of customer financial information and data, arising out of this AGREEMENT from any cause
20 whatsoever, including the acts, errors or omissions of any person and for any costs or expenses
21 incurred by the AGENCY on account of any claim except where such indemnification is prohibited by
22 law. This indemnification provision shall apply regardless of the existence or degree of fault of
23 indemnitees. The VENDOR's indemnification obligation applies to the AGENCY's "active" as well as
24 "passive" negligence but does not apply to the AGENCY's "gross negligence" or "willful misconduct."
25 The VENDOR's indemnification obligations herein shall not apply unless: (i) the AGENCY promptly
26 notifies the VENDOR of such Claims, and (ii) the VENDOR is given reasonable assistance during and

1 control over the defense and settlement thereof; the VENDOR shall not be responsible for any
2 settlement it does not approve in writing. This indemnification provided by VENDOR shall survive the
3 termination of this AGREEMENT and shall apply to any and all liability and expenses (including
4 reasonable attorneys' fees and expert witness costs) from Claims.

5 THE VENDOR SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY
6 SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT
7 LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL
8 DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS.
9 NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY PREVENTION OR DELAY IN
10 PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AS A RESULT OF CIRCUMSTANCES
11 BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED WAR, RIOT, FIRES,
12 FLOODS, EARTHQUAKES, EPIDEMICS, STRIKES, EPIDEMICS, ACTS OF TERRORISM, WAR,
13 EMBARGOES, OR ACTS OF GOD.

14 **ARTICLE 12. INSURANCE**

15 Without in anyway affecting the indemnity herein provided and in addition thereto, the
16 VENDOR shall secure and maintain throughout the contract term the following types of insurance
17 with limits as shown:

18 A. Insurance: The VENDOR agrees to provide insurance set forth in accordance with the
19 requirements herein. If the VENDOR uses existing coverage to comply with these
20 requirements and that coverage does not meet the specified requirements, the VENDOR
21 agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of
22 insurance required is determined by the scope of the contract services.

23 1. Commercial/General Liability Insurance – The VENDOR shall carry General
24 Liability Insurance covering all operations performed by or on behalf of the VENDOR
25 providing coverage for bodily injury and property damage with a combined single limit
26

1 of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage
2 shall include:

- 3 a) Premises operations and mobile equipment.
- 4 b) Products and completed operations.
- 5 c) Broad form property damage (including completed operations).
- 6 d) Explosion, collapse and underground hazards.
- 7 e) Personal injury
- 8 f) Contractual liability.
- 9 g) \$2,000,000 general aggregate limit.

10 2. Cyber Insurance – The parties will discuss in good faith VENDOR's carrying of
11 cyber insurance covering all operations performed by or on behalf the VENDOR
12 relating to the Services. If mutually agreed to be in the best interests of the project
13 following such good faith discussions, VENDOR shall obtain such insurance in
14 accordance with the requirements of this Article 12.

15 B. Any change requiring additional types of insurance coverage or higher coverage limits
16 must be made by amendment to this contract. VENDOR agrees to execute any such
17 amendment within thirty (30) days of receipt.

18 C. Any failure, actual or alleged, on the part of the AGENCY to monitor or enforce compliance
19 with any of the insurance and indemnification requirements will not be deemed as a waiver of
20 any rights on the part of the AGENCY.

21 **ARTICLE 13 .GOVERNING LAW; SEVERABILITY.**

22 This Agreement shall be governed by the laws of the State of California without regard to the
23 conflicts of laws provisions therein. If any provision of this Agreement is held by a trier of fact having
24 competent jurisdiction as to the Parties to be invalid, void or unenforceable, the remaining provisions
25 shall nevertheless continue in full force without being impaired or invalidated in any way. In any action
26 to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In rendering

1 the Services, VENDOR shall not discriminate based upon race, color, religion, national origin, ancestry,
2 sex, age, sexual orientation, marital status, AIDS or disability and shall comply with the requirements of
3 all federal, state and local law. As noted above and as applicable, VENDOR shall comply with Card
4 Networks' Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from
5 time to time, and any and all federal, government, other association or industry rules, regulations,
6 procedures and standards in accepting card payment sales transactions in its business and protecting
7 cardholder information as required by the terms and conditions of the merchant card processing
8 agreements.

9 **ARTICLE 14. COMPLETE AGREEMENT**

10 This Agreement and documents incorporated herein constitute the complete and exclusive
11 statement of the terms of the Agreement between AGENCY and VENDOR and supersedes all prior
12 representations, understandings, and communications. Either party's failure to insist in any one or more
13 instances upon the performance of any term or terms of this Agreement shall not be construed as a
14 waiver or relinquishment of such party's right to such performance or to future performance of such a
15 term or terms, and the other party's obligation in respect thereto shall continue in full force and effect.
16 Changes hereto shall not be binding upon AGENCY except when specifically confirmed in writing by an
17 authorized member of AGENCY. The issuance of information, advice, approvals, or instructions by
18 AGENCY's technical personnel or other representatives shall be deemed expressions of personal
19 opinions only and shall not affect AGENCY's and VENDOR's rights and obligations hereunder.

20 **ARTICLE 15. COUNTERPARTS**

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

24 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the
25 day and year first above written.
26

VENDOR

Omnitrans

By _____

By _____

Print Name_____

Diane Bojorquez

Title:

Omnitrans Sales Supervisor

APPROVED AS TO FORM:

By _____

County Counsel

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ATTACHMENT A

Omnitrans Policy and Procedure for Mobile Digital Pass Vendors

Digital Fare Types

Omnitrans digital fares are intended to provide value to riders. Full fare passes do not require any proof of eligibility for use except that photo identification may be requested to confirm ownership of Digital Fare. Passes for youth, seniors, veterans or persons with disabilities have eligibility requirements that must be met. If a pass is sold to a customer who does not have acceptable form of ID as outlined within Omnitrans bus book and via Omnitrans.org, that customer will not be able to use the pass when boarding the bus. Troubleshooting for passes purchased incorrectly by customers will be handled by VENDOR. Digital fares sold should have the capability of being displayed in a manner where full fare and discounted fares are easily distinguishable between one another. On occasion, Omnitrans may introduce new fares that are currently not identified in this attachment; notwithstanding the foregoing, Omnitrans agrees that none of the fares it establishes in connection with this Agreement will be less than \$0.50. Omnitrans will notify Mobile Digital Pass VENDORS of any such fare changes in an effort to incorporate and make available such new fares to riders, and VENDOR will not be liable for any costs resulting from a failure to incorporate fare changes into the Services where Omnitrans failed to provide adequate notice of such fare changes.

The following discounted fares are currently identified in Omnitrans' board approved fare policy.

Full Fare Fare/Pass (One Way, 1-Day, 7-Day, 31-Day)

Senior Fare/Pass (One Way, 1-Day, 7-Day, 31-Day)

Patrons 62 years or older must be advised by VENDOR via an app notification that documentation verifying their age is required when boarding. Acceptable verification includes:

- DMV ID card/Driver's License

- Red, white and blue Medicare card
- Omnitrans Senior identification card
- Current Senior photo ID card from another transit agency

Disability Fare/Pass (One Way, 1-Day, 7-Day, 31-Day)

Persons with disabilities must be advised by VENDOR via an app notification that documentation verifying their disability is required when boarding. Acceptable verification includes:

- Red, white and blue Medicare card
- Omnitrans Disability identification card
- Service-connected Veteran identification card
- Americans with Disabilities Act identification card
- Current Disability photo ID card from another transit agency

Youth Pass (7-Day and 31-Day)

Persons 18 and under must be advised that documentation verifying their age or K-12 student status may be required when boarding. Acceptable verification includes:

- Proof of age (18 or under)
- Current Student ID card
- DMV ID card

Veteran Fare/Pass (One Way, 1-Day, 7-Day, 31-Day)

Persons who are US military veterans must be advised that documentation verifying their veteran status may be required when boarding. Acceptable verification includes:

- County of San Bernardino Military Veteran ID card;
- US Department of Veterans Affairs (VA) ID card;
- Department of Defense Retired ID card; and,

- Other Transit Agency Veterans ID Cards

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ATTACHMENT B

Fee Schedule

- For each sale of BUS FARES or PASSES, VENDOR will retain a fee ("Fee") of: (i) 10% of the gross total proceeds of such sales that are greater than or equal to \$2.00, and (ii) \$.06 + 7% of the gross total proceeds for such sales that are less than \$2.00 during the term of the Agreement.
- VENDOR will pay AGENCY, directly or through a third party, the amount of gross total proceeds of sales of BUS FARES and PASSES less the Fee via electronic transfer to AGENCY designated account.

ITEM # F4

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

SUBJECT: AUTHORIZE AWARD – CONTRACT MNT17-70, COOLANT SUPPLY SERVICES

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT17-70 to World Oil Environmental Services of Compton, CA, for the provision of Coolant Supply Services for a three (3) year base period beginning June 2017, with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI), extending the contract to no later than June 2022, in the amount of \$348,408, plus a ten percent contingency of \$34,841 for a total not-to-exceed amount of \$383,249, should all options be exercised.

BACKGROUND

Omnitrans' Maintenance Department requires coolant to perform preventative maintenance on the fleet of revenue and non-revenue vehicles. Coolant provides corrosion protection to engine components, boil protection, heat transfer to the passenger compartment of vehicles, lubrication to the water pump and general chemical and oxidative stability to ensure efficient functioning of the cooling system.

On February 1, 2017, Omnitrans' Board of Directors authorized release of Invitation for Bids IFB-MNT17-70 for Coolant Supply Services. Notices were published in two (2) local newspapers of general circulation, two (2) minority papers, and posted on Omnitrans' online bidding system. Two (2) bids were received by the May 10, 2017 deadline and both bids were found to be responsive.

Listed below are the bid prices from lowest to highest:

COMPANY NAME	Total Price Per Gallon
World Oil Environmental Services	\$ 4.25
Toxguard Fluid Technologies	\$ 5.98

Option year pricing will increase or decrease in accordance with the Consumer Price Index (CPI). Award is being made to the lowest, responsive and responsible bidder. Pricing is deemed fair and reasonable through competition.

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

FUNDING SOURCE

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

Department	1200
Expenditure Code	504130

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

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

CONCLUSION

By proceeding with this award, Omnitrans can perform preventive maintenance as needed on its fleet of revenue and non-revenue vehicles to protect engine corrosion.

PSG:EFP:KNT

ITEM # F5

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE AWARD (BENCH) – CONTRACTS MKP17-79 (A-C),
PROMOTIONAL ITEMS**

FORM MOTION

Authorize the CEO/General Manager to award Contracts MKP17-79 (A-C) as listed below for the provision of Promotional Items for a three (3) year base period beginning June 2017 and ending June 2020, with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI), extending the contracts to no later than June, 2022, in the amount of \$451,200, plus a ten percent contingency of \$45,120, for a total not-to-exceed amount of \$496,320, should all options be exercised.

List of Contracts for authorization:

Contract Number	Contractor
MKP17-79A	DT Global Inc., Stanton, CA
MKP17-79B	Empire Marketing, Long Beach, CA
MKP17-79C	American Solutions for Business, Glenwood, MN

BACKGROUND

As part of Omnitrans' marketing outreach efforts, the Agency offers an array of promotional items such as pens, pencils, backpacks, coffee mugs, etc. to promote services to customers, community members, stakeholders and industry members at conferences, fairs and public outreach events.

On April 5, 2017, Omnitrans' Board of Directors authorized release of Invitation for Bids IFB-MKP17-79 for Promotional Items. Notices were published in two (2) local newspapers of general circulation and posted on Omnitrans' online bidding system. Eleven bids were received by the May 4, 2017 deadline and all bids were found to be responsive.

Option year pricing will be increased or decreased in accordance with the CPI. Award is being made to the three (3) lowest, responsive and responsible bidders that bid on each item. Omnitrans will solicit price quotations from the bench of vendors for each purchase. Pricing is deemed to be fair and reasonable through competition.

The Independent Cost Estimate was based on the projected annual usage of \$80,000 or a total estimated value of \$451,200 for five (5) years.

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

FUNDING SOURCE

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

Department	Various
Expenditure Code	509080 and 509260

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

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

CONCLUSION

By proceeding with this award, Omnitrans will have logo items to promote Omnitrans at conferences, events and venues.

PSG:EFP:KNT

ITEM # F6

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT PRC17-51
ONLINE BIDDING SYSTEM**

FORM MOTION

Authorize the CEO/General Manager to award Contract PRC17-51 to PlanetBids, Inc. of Woodland Hills, CA, for the provision of Online Bidding System software as a service solution for a three (3) year base period beginning August 1 2017, with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI), extending the contract to no later than July 31, 2022, for a total not-to-exceed amount of \$314,745, should all option years be exercised.

BACKGROUND

On August 1, 2012, Omnitrans' Board of Directors authorized award to PlanetBids, Inc. of Woodland Hills, CA, and the current contract is due to expire July 31, 2017.

On December 7, 2016 Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-PRC17-51 for Online Bidding System services. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Two (2) proposals were received by the February 15, 2017 deadline, and both were deemed responsive and evaluated in accordance with the selection criteria included in the RFP.

Both firms were invited to participate in presentations and interviews with the evaluation committee to respond to questions and illustrate their understanding of the scope of work and how their solution will be implemented.

The firms are ranked from highest to lowest score:

Selection Criteria	Total Points Possible	PlanetBids, Inc. of Woodland Hills, CA	Purchasing Technology Corporation of Pasadena, CA
Experience	15	13.50	10.00
Quality of the Firm	15	12.00	11.50
Understanding of the Project	30	26.00	23.00
Implementation Experience	25	20.83	15.83
Total Technical Score	85	72.33	60.33
Price	15	4.33	15.00
Total Score	100	76.66	75.33

Both firms offer robust online bidding solutions, however PlanetBids, Inc. is best suited to provide the most visibility for Omnitrans' solicitations to the vendor community. PlanetBids, Inc. system allows for outreach directly to vendors registered to do business with Omnitrans or utilize a vendor database of 140 public sector clients.

In accordance with the solicitation, staff conducted competitive negotiations before inviting a Best and Final Offer (BAFO). PlanetBids, Inc. reduced their total base year pricing by \$6,500. Based on the evaluation of the written proposals, presentations and interviews, award is recommended to the highest ranking firm, PlanetBids, Inc.

The proposed pricing of \$314,745 is \$31,642 less than the Independent Cost Estimate of \$346,387 and is therefore deemed fair and reasonable.

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

FUNDING SOURCE

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

Department 1320
Expenditure Code 505170

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

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

CONCLUSION

By proceeding with this award, Omnitrans will continue to utilize online bidding services.

PSG:EFP:KNT

ITEM # _____ F7 _____

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

**SUBJECT: LOS ANGELES AND SAN BERNARDINO COUNTY INTER-COUNTY
TRANSIT AND RAIL CONNECTIVITY STUDY**

FORM MOTION

Receive and file a presentation from the Southern California Association of Governments (SCAG) on the Los Angeles and San Bernardino County Inter-County Transit and Rail Connectivity Study.

BACKGROUND

On March 2, 2016, Steve Fox, Senior Regional Planner for SCAG, provided the Omnitrans Board of Director a presentation on the Los Angeles and San Bernardino County Inter-County Transit and Rail Connectivity Study. Mr. Fox will provide a presentation that updates the Board on the current status of the study, which focuses on broad level transit infrastructure investment in Western San Bernardino County and Eastern Los Angeles County.

The study is being conducted by AECOM, led by SCAG and funded in cooperation with Los Angeles County Metropolitan Transportation Authority (Metro) and the San Bernardino County Transportation Authority (SBCTA). Omnitrans is a partner agency that has actively participated in the Stakeholder Review Committee and Technical Working Group for this study.

The study focuses on the transportation corridor(s) that connect(s) the eastern San Gabriel Valley in Los Angeles County with the western San Bernardino Valley in San Bernardino County, and includes the Metro Gold Line Foothill Extension Phases 2B (Azusa to Montclair) and 2C (Montclair to Ontario International Airport), the Metrolink San Bernardino Line, and current and future HOV/Express Lanes on the I-10 San Bernardino Freeway. The Inter-County Study area includes portions of the cities of Claremont, La Verne, Montclair, Ontario, Pomona, Rancho Cucamonga and Upland.

A number of significant transportation improvements are under construction and are being planned in this corridor, including the Metro Gold Line extensions, improvements in speed and service to the Metrolink San Bernardino Line and new HOV/Express Lanes on the I-10 San Bernardino Freeway that will result in continuous HOV/Express Lanes from downtown Los

Angeles to Redlands allowing for additional express bus services. Therefore, the main goal of the Inter-County Study is to determine the optimum mix and service levels of light rail, commuter rail, express bus and bus rapid transit (BRT) in the corridor.

The Inter-County Study began late last year and is expected to conclude in the fall of 2017. The Inter-County Study scope's main tasks include:

- Determining the current and future transit and rail travel markets in the corridor, including intra-county and inter-county travel and travel to and from Ontario International Airport (ONT),
- Estimating potential ridership, and the current and future transportation and economic benefits and costs associated with different transit and rail improvement options for the corridor
- Recommending the optimum mix and service levels of the different transportation modes for cost-effective transit and rail improvements, with a focus on coordination and connectivity that best serves the transportation needs of the residents, workers, and businesses in the Inter-County Study corridor.

There has been significant community outreach for the Inter-County Study, including public workshops, an on-line survey, and meetings with stakeholder groups for feedback. In addition, there are two formal committees convened for the Inter-County Study: 1) a Technical Working Group (TWG) comprised of representatives from transit operators, transportation authorities, and councils of governments in the Inter-County Study corridor, and 2) a Stakeholder Review Committee (SRC) comprised of representatives from each city in the corridor, transportation agencies, as well as the TWG members. Omnitrans is a member of both the TWG and SRC.

To date, the study has completed a travel market analysis and existing conditions report. In addition, two public workshops were held in Summer 2016, and an on-line survey was conducted. The online survey had a strong response rate with nearly 1,100 surveys completed. The public workshops were held in Upland and Pomona and were similarly successful, with members of the public, elected officials and members of the press participating.

Common themes in the survey responses include:

- The need for more parking at the Azusa Gold Line station (and other stations);
- The need for faster, more frequent, and evening Metrolink service;
- The need for more connections to ONT, including the Gold Line extension and from other western and eastern points; and
- The issue that Metrolink service is more expensive compared to Gold Line service

Significant findings from the travel market analysis and existing conditions include:

- Most trips that originate within the study area stay within the study area (56%).
- Of these, 62% begin and end in the same city.
- The top three origin/destination city pairs are between Ontario and Rancho Cucamonga, Ontario and Upland, and Upland and Rancho Cucamonga.

- Existing and planned transit and rail infrastructure is designed to move people mainly in an east/west pattern; however, the travel market analysis demonstrated that there is a “polycentric” travel pattern in the study area and a lack of good current and future north/south transit and rail infrastructure and existing bus service frequencies.
- These north/south transit services are sub-optimal for connecting to the east/west current and planned infrastructure.

The Project Team evaluated a series several dozen potential transit improvements and narrowed the list down to the few highest scoring prior to completing a more intensive analysis. While much of the study is rail focused, there are elements that have direct implications for Omnitrans, including:

- Bus service to/from Ontario International Airport;
- Express freeway bus service;
- Improved frequency on north-south Omnitrans routes;
- A series of West Valley Mobility Hubs; and
- West Valley Bus Rapid Transit lines.

Mr. Fox’s presentation is attached.

FUNDING SOURCE

No financial impact.

Short Range Transit Plan/Strategic Initiative Supported - Omnitrans participation in this study supports SRTP goals *Enhance Omnitrans’ network design to increase ridership and minimize costs by reducing redundancy and support the local economy by providing connections to where people want to go.*

CONCLUSION

Receive and file this presentation by SCAG as part of SCAG’s outreach to improve and coordinate Inter-County Transit and Rail connections and investments.

PSG:WW:JB



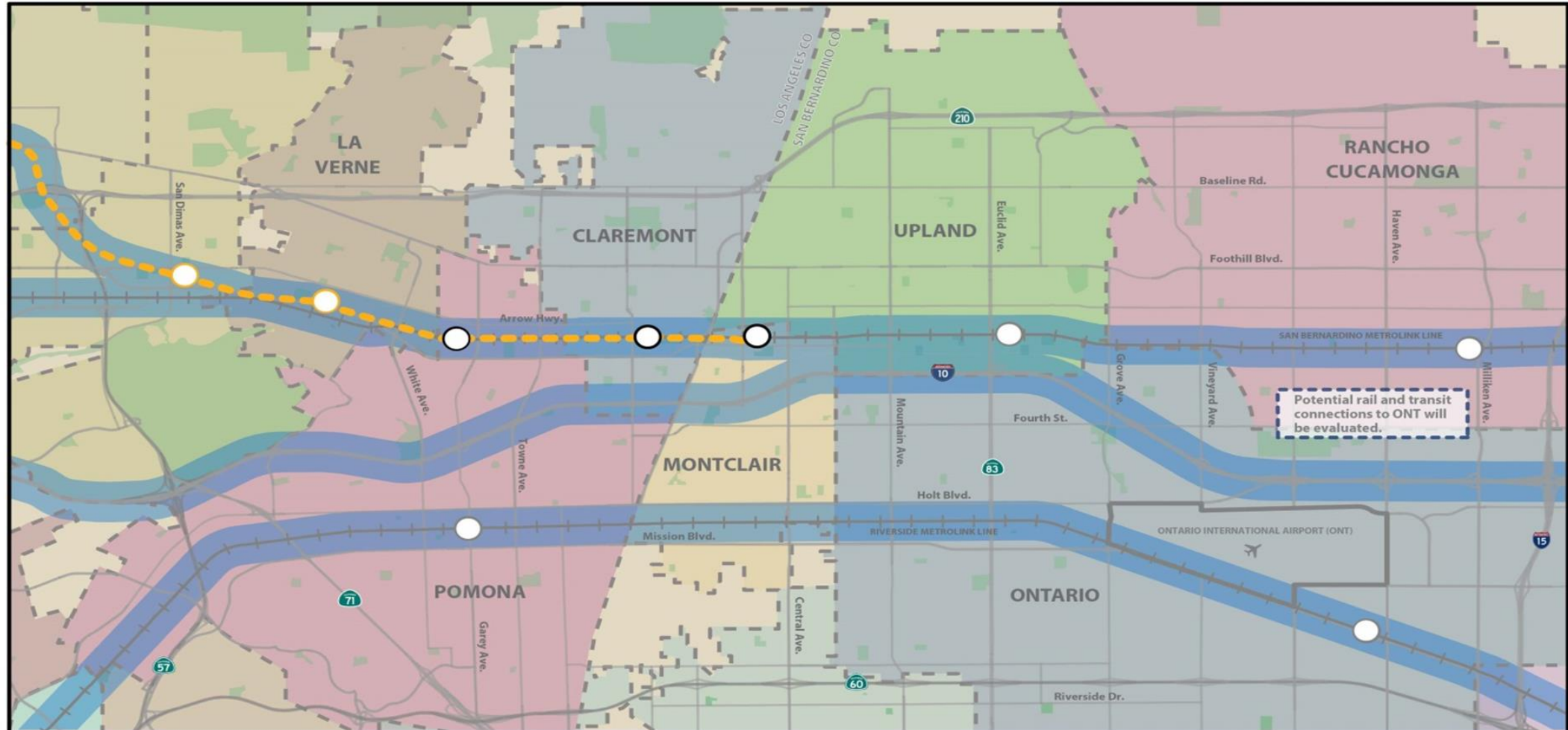
2016 2040 RTPSCS

LOS ANGELES AND SAN BERNARDINO
INTER-COUNTY TRANSIT AND RAIL
CONNECTIVITY STUDY

OmniTrans Board of Directors

Steve Fox
June 7, 2017

Inter-County Study Area



- City Boundary
- Ontario International Airport
- Study Transportation Corridors
- Proposed Metro Gold Line Foothill Extension Phase 2B / Station
- Existing Metrolink Line / Station
- Existing Metrolink / Proposed Gold Line Station

Inter-County Study Goal



To determine the optimum mix and service levels of commuter rail, light rail, BRT, and express bus in the corridor.

Inter-County Study Objectives

- Assess the market for intra- and inter-county transit and rail travel in the corridor, including the geographic distribution of origins for employee and passenger trips to ONT.
- Estimate potential ridership, travel and economic benefits, and capital/operating costs associated with transit and rail alternatives in the corridor.
- Recommend a path forward for cost-effective transit and rail service to best serve communities along the corridor and to/from ONT, with a focus on coordinating plans for Gold Line, Metrolink, and transit access to ONT.

Inter-County Study Committees

Technical Working Group (TWG)

- Representatives from councils of governments and transit agencies
- Advises project team regarding technical assumptions and methodologies.
- Review and provide input on draft deliverables over the course of the study.

Stakeholder Review Committee (SRC)

- City representatives, transportation agencies, and TWG members
- Represents various community and stakeholder perspectives.
- Advises project team.
- Study recommendations to SCAG Transportation Committee and Regional Council for approval, then hand-off to Metro, SBCTA, Metrolink, bus operators.
- Two rounds of public open houses – Summer 2016 and Summer 2017

Inter-County Study Schedule

- ***Study Initiation***
 - Winter 2015 to Spring 2016
- ***Alternatives Development & Refinement***
 - Summer 2016 to Spring 2017
- ***Alternatives Evaluation***
 - Spring 2017 to Summer 2017
- ***Study Conclusion & Recommendations***
 - Fall 2017 to TC and RC
 - Hand Off to Metro, SBCTA and operators



Travel Market Analysis and Existing Conditions

- Most trips that originate within study area stay within study area (56%). Of these, 62% begin and end in the same city.
- Ontario to Rancho Cucamonga, Ontario to Upland, and Upland to Rancho Cucamonga top city pairs.
- Existing and planned transit and rail infrastructure is designed to move people in an east/west pattern; however travel patterns are “polycentric.”
- North/south transit services are sub-optimal and need to be improved for future connectivity to east/west improvements.

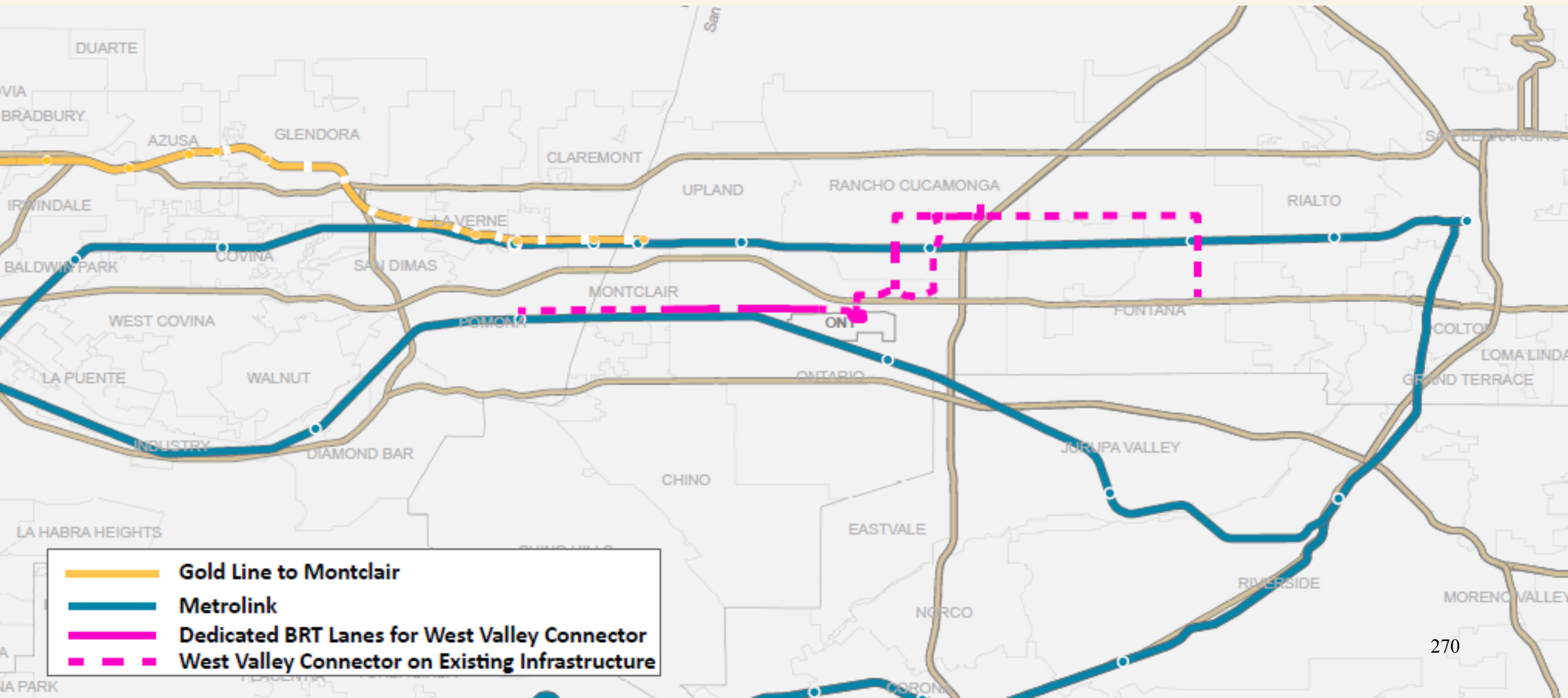
Alternatives Analysis

- First round of high-level initial screening of alternatives completed.
- 38 alternatives developed based on previous studies, travel market analysis, and input from the public and study TWG and SRC.
- Scored using Phase I screening criteria that included travel time and transfer time, number of transfers, miles of new infrastructure, short-, medium-, and long-term implementation scenarios, and existing and future land use.
- No-Build, Transportation Systems Management and four build alternatives forwarded in to second stage of evaluation.
- Evaluation includes ridership forecasting, cost/benefit analysis, facility capacity analysis; and land use, neighborhood and traffic impacts.

No-Build Alternative

- Gold Line extension to Montclair
- West Valley Connector with existing infrastructure including 3.5-mile bus lane alignments within the city of Ontario
- All projects in the 2016 SCAG RTP/SCS Financially Constrained Plan, except major transit projects in the study area which are being analyzed in the build alternatives.

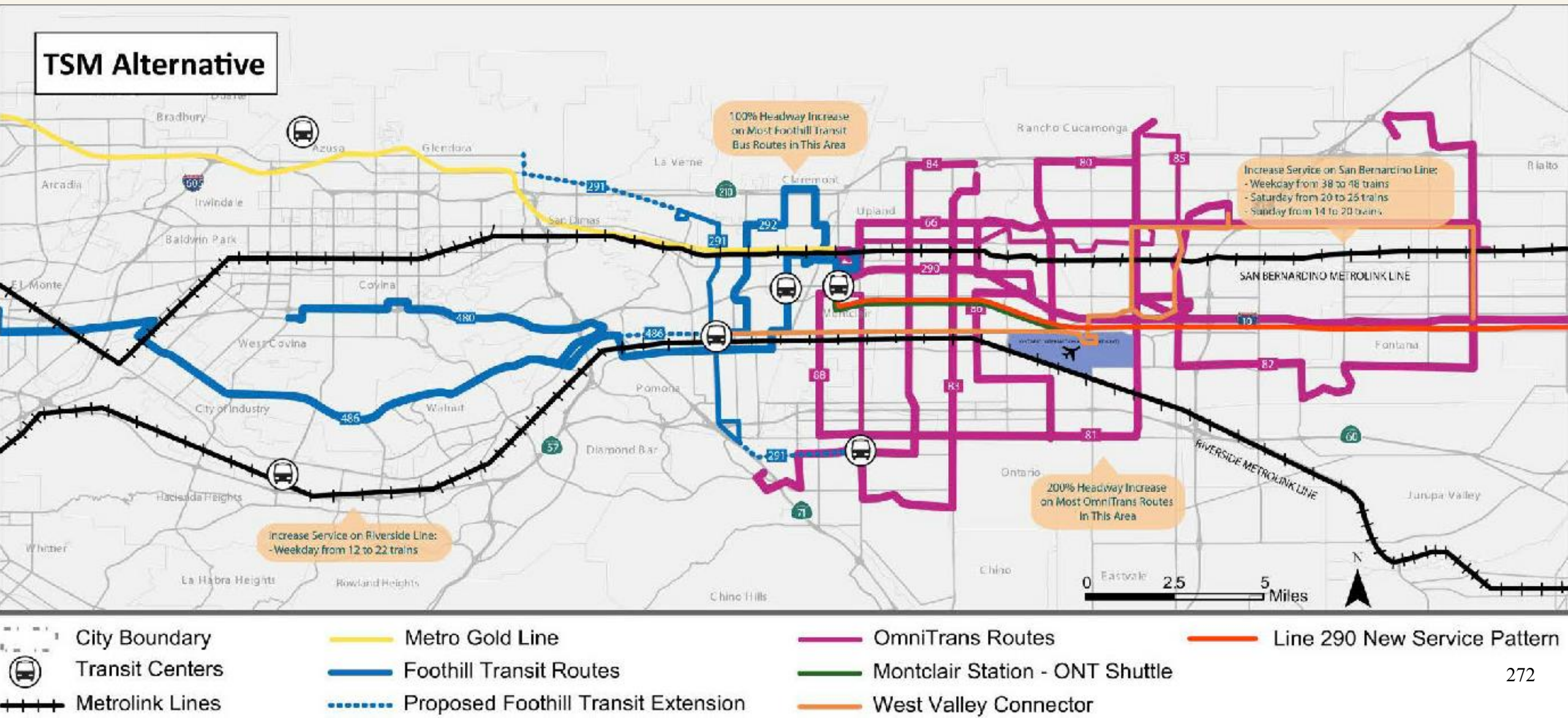
No-Build Alternative



Transportation Systems Management Alternative

- Improve existing bus and rail service in the study area by improving the frequency on many existing bus routes and on the Metrolink Riverside and San Bernardino Lines.
- Extend some existing routes to better connect with other transit services and major activity centers.

Transportation Systems Management Alternative



Build Alternatives



Light Rail Transit



Commuter Rail



Hybrid Rail

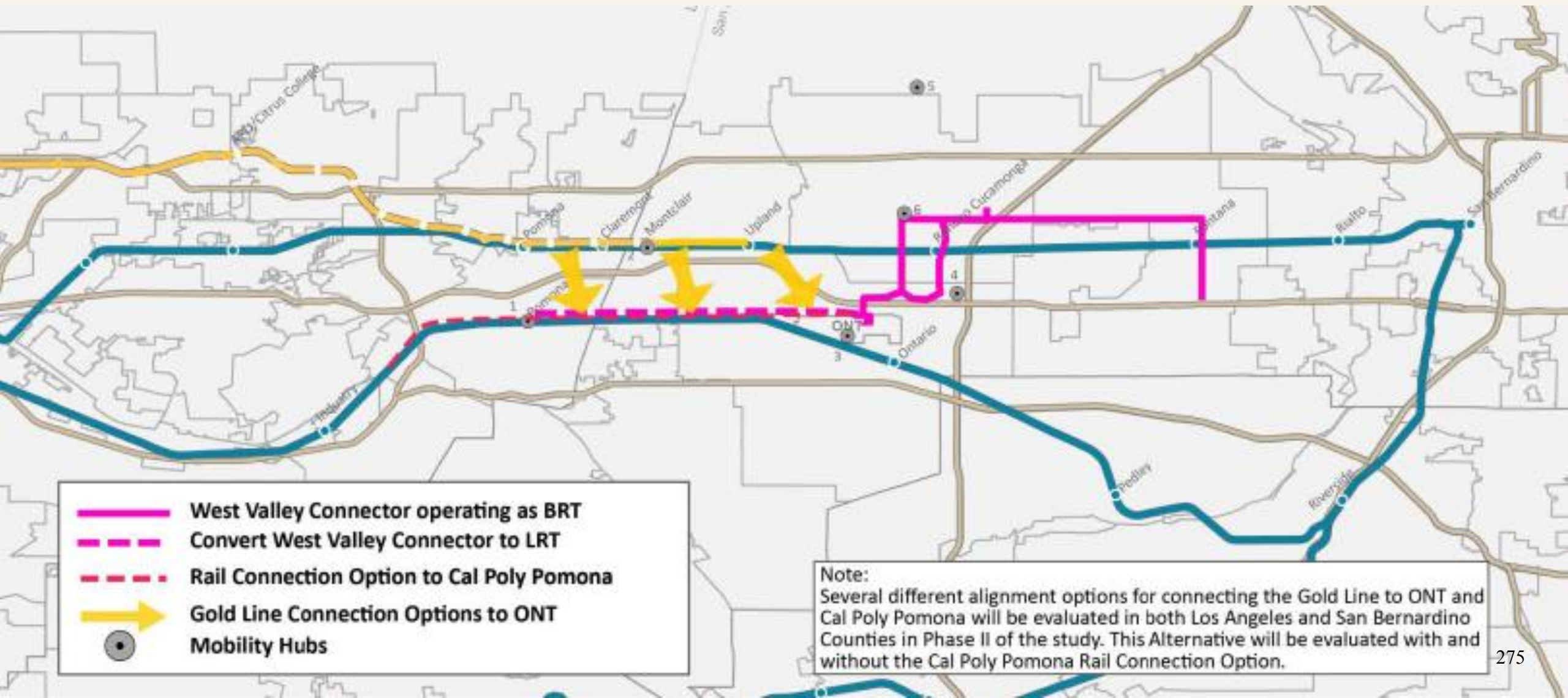


Bus Rapid Transit

Local/Regional LRT Alternative

- Extend the Gold Line from Montclair to Ontario International Airport (ONT). Connection to ONT would be either along Cucamonga Creek or through an arterial LRT connection down to the Holt Corridor.
- Implement rail service to Cal Poly Pomona as an optional alternative.
- Convert the West Valley Connector from BRT to light rail along Holt Ave. between downtown Pomona and ONT.
- Implement mobility hubs that provide bike share, car share, shuttle services and on-demand services at key activity centers that include ONT, Ontario Mills, Pomona Transit Center, Rancho Cucamonga Civic Center, Rancho Cucamonga Metrolink Station, Montclair Station, and Chaffey College.

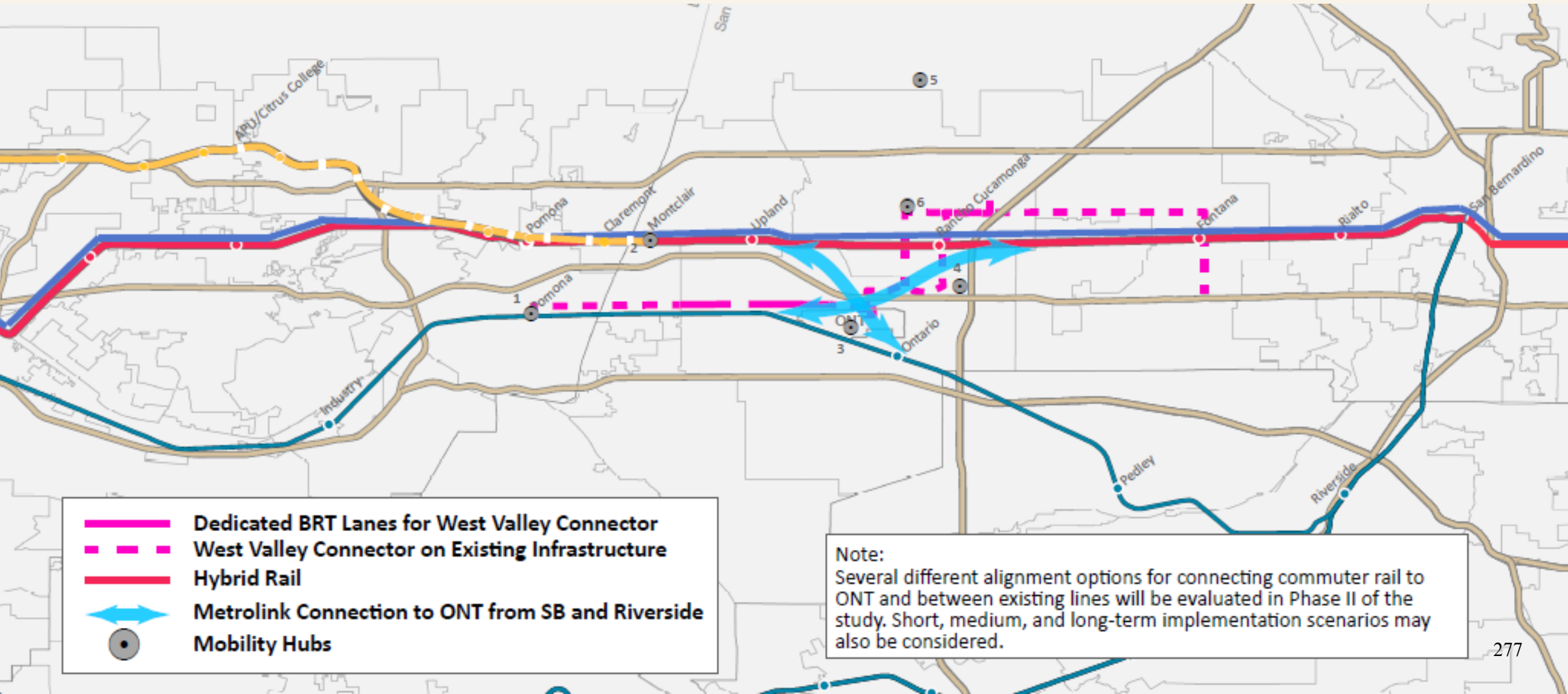
Local/Regional LRT Alternative



Commuter Rail Alternative

- Implement rail service between the Rancho Cucamonga Metrolink station and ONT with timed transfers and then continue on to connect with the Metrolink Riverside Line.
- Reroute the Metrolink Riverside Line to connect to a new multi-modal transit center at the north side of ONT.
- Provide the ability for Metrolink trains to cross between the San Bernardino and Riverside Lines.
- Implement hybrid rail service along the Metrolink San Bernardino Line in order to improve and enhance rail service along this corridor.
- Implement mobility hubs that provide bike share, car share, shuttle services and on-demand services at key activity centers that include ONT, Ontario Mills, Pomona Transit Center, Rancho Cucamonga Civic Center, Montclair Station, and Chaffey College.

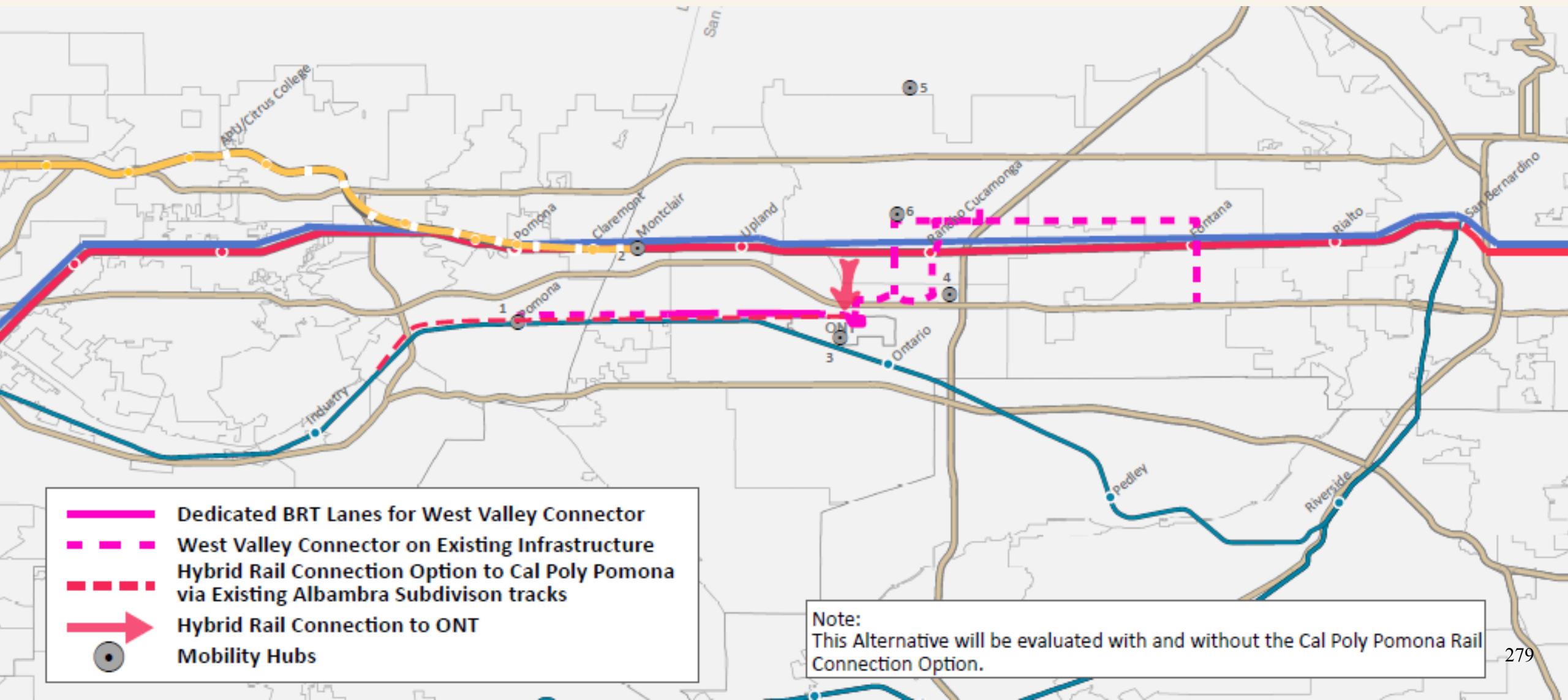
Commuter Rail Alternative



Local/Regional Hybrid Rail Alternative

- Implement hybrid rail along the San Bernardino Line in order to improve and enhance rail service along this corridor, and connect to ONT from either Deer Creek or Cucamonga Creek.
- Implement hybrid rail to Cal Poly Pomona as an optional alternative via existing Union Pacific Alhambra Subdivision tracks.
- Implement mobility hubs that provide bike share, car share, shuttle services and on-demand services at key activity centers that include ONT, Ontario Mills, Pomona Transit Center, Rancho Cucamonga Civic Center, Montclair Station, and Chaffey College.

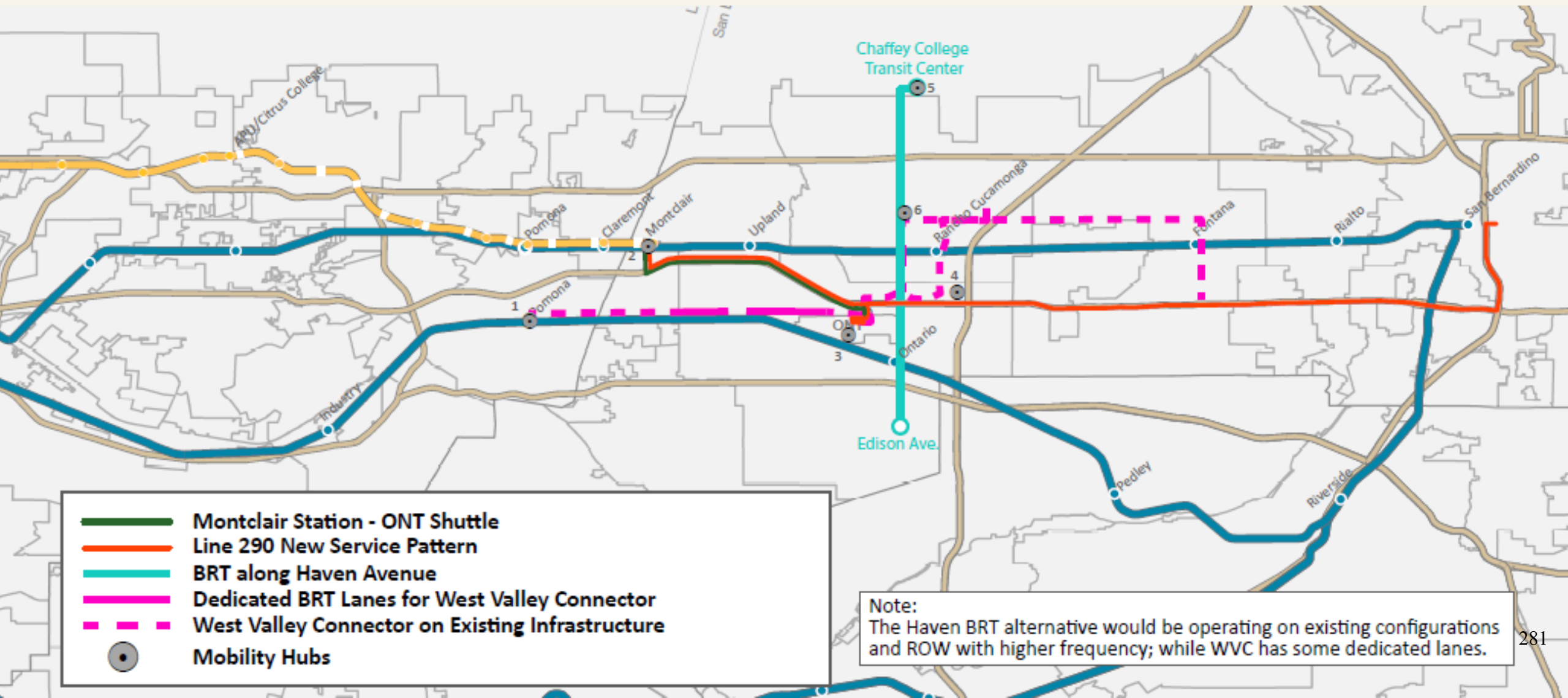
Local/Regional Hybrid Rail Alternative



BRT/Express Bus Alternative

- Provide access to ONT via West Valley Connector service.
- Implement a new service pattern for Omnitrans Express Line 290 to connect with ONT.
- Implement shuttle service between Montclair Station and ONT (provides supplemental service to Line 290 in off-peak).
- Implement a Haven Ave. BRT between Chaffey College and Edison Ave. in the city of Chino.
- Implement mobility hubs.

BRT/Express Bus Alternative



Next Steps

- Next round of public open houses in Claremont on June 7th and in Montclair on June 8th.
- Attendees to review the six alternatives and provide feedback.
- Second on-line survey being conducted.
- Project team will incorporate public input and analyze the alternatives.

Public Open Houses and Survey

Claremont - Wednesday, June 7, 5:30 - 7:30 p.m.

Walter Taylor Reception Hall

1775 N. Indian Hill Blvd., Claremont, CA 91711

Montclair - Thursday, June 8, 5:30 - 7:30 p.m.

Montclair Senior Center

5111 Benito St., Montclair, CA 91763

On-Line Survey - [SCAG-ICS-Survey.com](https://www.scag-ics-survey.com)



Thank you !

Learn more by visiting www.scag.ca.gov. Contact me at: fox@scag.ca.gov.

ITEM # G1

DATE: June 7, 2017

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Maurice A. Mansion, Treasury Manager

**SUBJECT: CALL FOR PUBLIC HEARING - FEDERAL TRANSIT
ADMINISTRATION SECTION 5307 AND SECTION 5339 FUNDS**

FORM MOTION

Call for a public hearing concerning the Federal Transit Administration (FTA) §5307 and §5339 Funding for Fiscal Year 2018, to be held at 8:00 a.m., Wednesday, July 12, 2017, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411.

SUMMARY

The date and time for the federally required public hearing to receive comments on projects involving Federal assistance will be set for July 12, 2017, at 8:00 a.m. at the Omnitrans Metro Facility.

A public hearing affords the opportunity to obtain views of officials and citizens regarding the proposed use of Federal assistance and community support for the amended program of projects.

BACKGROUND

To qualify for Federal assistance through the FTA, Omnitrans is required to hold a public hearing on the proposed use of Federal funds. FTA also requires that Omnitrans give the public sufficient notice, that any comments be incorporated into the grant application and that the notice include language which indicates that in the absence of substantive comments, Federal assistance will be sought.

The projects shown in the Public Hearing Notice are included in the Fiscal Year 2018 budget and were approved at a previous Board of Directors meeting.

FINANCIAL IMPACT

All projects described are fiscally constrained and are contained in past-approved Omnitrans' budgets.

PSG:MM

NOTICE OF PUBLIC HEARING

Fiscal Year 2018 Capital Projects
Using §5307, CMAQ and §5339

NOTICE OF PUBLIC HEARING

OMNITRANS, the regional mass transportation carrier in San Bernardino County, will hold a public hearing to obtain comments regarding the proposed Federal Transportation Administration grant applications for capital assistance for Fiscal Year 2018, which has been programmed for the following projects:

CAPITAL PROJECTS – FY 2018

Project Description	Total Cost	Federal Share
		FTA 5307
Management Information Systems	\$ 2,400,000	\$ 1,920,000
Replacement of Revenue Vehicles - ACCESS	\$ 1,200,000	\$ 880,000
Replacement Service Vehicles	\$ 630,000	\$ 504,000
1% Transit Enhancements	\$ 250,000	\$ 200,000
Capitalization of Tires	\$ 531,542	\$ 425,234
Capitalization of Leases	\$ 138,000	\$ 104,396
Capitalization of ACCESS Service Costs	\$ 1,600,000	\$ 1,600,000
Capitalization of Preventive Maintenance	\$ 13,170,790	\$ 11,010,790
Miscellaneous Projects	\$ 296,780	\$ 296,780
Total	\$ 20,217,112	\$ 16,941,200
		FTA CMAQ
Replacement of Revenue Vehicles	\$ 8,620,000	\$ 5,560,000
Total	\$ 8,620,000	\$ 5,560,000
		FTA 5339
Replacement of Revenue Vehicles	\$ 1,260,509	\$ 1,260,509
Total	\$ 1,260,509	\$ 1,260,509

TOTAL FEDERAL SHARE

\$ 23,761,709

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Total	\$ 8,620,000	\$ 5,560,000
FTA 5339		
Replacement of Revenue Vehicles	\$ 1,260,509	\$ 1,260,509
Total	\$ 1,260,509	\$ 1,260,509

TOTAL FEDERAL SHARE **\$ 23,761,709**

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

Wednesday, July 12, 2017 at 8:00 a.m.
Omnitrans Metro Facility Board Room
1700 West Fifth Street
San Bernardino, California 92411

At this meeting, all interested persons or agencies will be afforded an opportunity to be heard. Any persons or agency may mail comments to Omnitrans at the address listed above. Detailed information will be available at the Finance Department of Omnitrans. In the absence of any substantive comments, the proposed grant applications for capital assistance for Fiscal Year 2018 will become the final grant applications.

ENVIRONMENT

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

P. Scott Graham, CEO/General Manager