



BOARD OF DIRECTORS MEETING
Wednesday, August 1, 2012 – 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 services are needed in order to participate in the public meeting, requests should be made through the Recording Secretary at least three (3) business days prior to the Board Meeting. The Recording Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY), located at 1700 West Fifth Street, San Bernardino, California.

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, September 5, 2012 at 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Presentation: Employee of the Quarter

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

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 19, Action on Consent Calendar.

- | | |
|--|----|
| 1. Approve Board Minutes – July 11, 2012 | 5 |
| 2. Approve Special Board Meeting Minutes – July 9, 2012 | 9 |
| 3. Receive & File Administrative & Finance Committee Minutes – June 11, 2012 | 11 |
| 4. Receive & File Agency Management Report – June 2012 | 16 |
| 5. Claims Filed Against Omnitrans – Information Item Only | 26 |



BOARD OF DIRECTORS MEETING
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E. CONSENT CALENDAR CONTINUED

6. Receive & File Affirmative Action Status Report – As of July 12, 2012	27
7. Receive & File Fiscal Year 2012 Annual Management Plan Key Performance Indicators – Final Report	28
8. Receive & File Forward Fuel Purchase Quarterly Report	35
9. Receive & File Construction Progress Report No. 7 through June 2012 – sbX E Street Corridor BRT Project	39
10. Receive & File College Pass Program Final Report	54
11. Authorize Release, RFP-PLN13-03, Alternatives Analysis of Route 61 (Holt Boulevard/San Bernardino Avenue) Corridor	56
12. Authorize Award, Contract No. PRC13-24, Electronic Online Procurement Services	60
13. Ratify Change Order No. 2, IPMO11-1, Vehicle Maintenance Facility Modification Architectural and Engineering Services	71
14. Authorize Award, WinShuttle Application Purchase and Implementation Project	80
15. Authorize Award, Sybase Afaria Mobile Platform Implementation Services	82
16. Approve Membership Dues for American Public Transportation Association for Fiscal Year 2013	84
17. Authorize, Amendment No. 1, City of Rialto Funding Agreement for Rialto Metrolink Parking Lot Expansion	86
18. Press Articles and Letters of Interest to the Board	93
19. Action on Consent Calendar	

F. DISCUSSION ITEMS

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

1. CEO/General Manager's Report	111
2. Authorize Change Order No. 5, Contract OPS10-23, Paratransit Services	114
3. Authorize Award, Contract IFB-MNT12-29, Lubricants	121
4. Authorize Award, Contract ITS13-29, Cellular & Mobile Data Service	138
5. Authorize Award, Contract SAS12-09, CCTV Viewing Stations	140

G. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, Milo Victoria, concerning labor negotiations with Teamsters Local #166 regarding Maintenance/Administrative Support Unit, pursuant to Government Code Section 54957.6

H. REMARKS AND ANNOUNCEMENTS

I. ADJOURNMENT

Posted July 25, 2012



DATE: August 1, 2012 Item #D - Disclosure

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Jennifer Sims, Director of Procurement

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

FORM MOTION

Staff hereby provides the Omnitrans Board of Directors with a listing of principals and subcontractors associated with action items on the agenda for the August 1, 2012, Board of Director's Meeting.

Item No.	Contract	Principals & Agents	Subcontractors
E-12	Authorize Award, Contract No. PRC13-24 Electronic Online Procurement Services	PlanetBids Woodland Hills, CA Alan Zavian, President	None
E-13	Ratify Change Order No. 2, IPMO11-1 Vehicle Maintenance Facility Modification Architectural and Engineering Services	STV Rancho Cucamonga, CA David L. Borger, Sr. Vice President/Western Region Manager	Raymundo Engineering Cordoba Corporation Diaz Yourman Assoc. Wilson Company
E-14	Authorize Award, WinShuttle Application Purchase and Implementation Project	Ciber, Inc. Greenwood Village, CO Doug Owen, Account Executive	None
E-15	Authorize Award, Sybase Afaria Mobile Platform Implementation Services	Ciber, Inc. Greenwood Village, CO Doug Owen, Account Executive	None
F-2	Authorize Change Order No. 5, OPS10-23 Paratransit Services	First Transit, Inc. Cincinnati, OH Nick Promponas, Sr. Vice President	None
F-3	Authorize Award, Contract IFB-MNT12-29 Lubricants	Merit Oil Company Bloomington, CA Bruce Schmid, Account Executive	None
		Rosemead Oil Products, Inc. Santa Fe Springs, CA Richard Schoensiegel, President	None
F-4	Authorize Award, Contract ITS13-29, Cellular & Mobile Data Service	T-Mobile USA, Inc. Bellevue, WA Jim Conger, Business Development Manager	None
F-5	Authorize Award, Contract SAS12-09, CCTV Viewing Stations	G/M Business Interiors Riverside, CA Judi Harvey, Vice President of Administration	None

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.



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 of Directors 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 completed form to the Recording Secretary prior to leaving the meeting.

I. Board Member Information

Board Member Name	City/County Name	Meeting Date

II. Campaign Contributions

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

III. Financial Interest

1. I have a financial interest of _____, from/in _____
(State income, real property interest, or business position) (Identify company or property location)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
2. I have a financial interest of _____, from/in _____
(State income, real property interest, or business position) (Identify company or property location)
and therefore I am abstaining from participation on Agenda Item _____, Subject: _____

IV. Signature

Board Member Signature: _____ **Date:** _____

Please remember you must state the information into the public record prior to consideration of the involved agenda item(s) and turn in the complete form to the Recording Secretary prior to leaving the meeting.



**BOARD OF DIRECTORS' MEETING
MINUTES
July 11, 2012**

A. CALL TO ORDER

Item #E1

Chair Dick Riddell called the regular meeting of the Omnitrans Board of Directors to order at 8:04 a.m., Wednesday, July 11, 2012, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

BOARD MEMBERS PRESENT

Mayor Dick Riddell, City of Yucaipa – Chair
Councilmember Alan Wapner, City of Ontario – Vice Chair
Councilmember Ron Dailey, City of Loma Linda
Supervisor Neil Derry, County of San Bernardino
Mayor Paul Eaton, City of Montclair
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace
Mayor Pro Tem Frank Gonzales, City of Colton
Supervisor Josie Gonzales, County of San Bernardino
Mayor Ed Graham, City of Chino Hills
Mayor Pro Tem Penny Lilburn, City of Highland
Supervisor Gary Ovitt, County of San Bernardino
Mayor Pro Tem John Roberts, City of Fontana
Supervisor Janice Rutherford, County of San Bernardino
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga
Mayor Dennis Yates, City of Chino

BOARD MEMBERS NOT PRESENT

Mayor Pro Tem Paul Foster, City of Redlands
Supervisor Brad Mitzelfelt, County of San Bernardino
Mayor Pat Morris, City of San Bernardino
Mayor Ray Musser, City of Upland
Councilmember Ed Palmer, City of Rialto

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

Milo Victoria, CEO/General Manager
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources
Sam Gibbs, Director of Internal Audit Services
Rohan Kuruppu, Director of Planning & Development Services
Ray Lopez, Director of Safety & Regulatory Compliance
Robert Miller, Chief Financial Officer
Jennifer Sims, Director of Procurement
William Tsuei, Director of Information Technology
Don Walker, Director of Finance
Wendy Williams, Director of Marketing
Milind Joshi, IPMO Program Manager
Bart Hayashi, IPMO Construction Manager
Jeremiah Bryant, Service Planning & Scheduling Manager
Ray Maldonado, Employee Relations Manager
Maurice Mansion, Treasury Manager
Debra Nicastro, Senior Contracts Specialist
Mark Crosby, Loss Prevention Supervisor
Vicki Osborne, Assistant to CEO/General Manager
Carol Angier, Administrative Secretary

OTHER

Carol Greene, Legal Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

The next regular meeting is scheduled Wednesday, August 1, 2012, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

Jeffrey DeFillipes, San Bernardino, wanted to thank the Coach Operator that helped him when he had a seizure on the bus. He also thanked other Coach Operators that have helped him while riding the bus, and he submitted a letter of commendation for other Coach Operators.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

None.

E. CONSENT CALENDAR

- 1) Approve Board Minutes – June 6, 2012
- 2) Receive & File Administrative & Finance Committee Minutes – May 14, 2012
- 3) Receive & File Plans & Programs Committee Minutes – October 18, 2011
- 4) Receive & File Agency Management Report – May 2012

- 5) Claims Filed Against Omnitrans – Information Item Only
- 6) Receive & File Construction Progress Report No. 6 through May 2012 – sbX E Street Corridor BRT Project
- 7) Adopt Omnitrans' Affirmative Action Program, July 15, 2012 through July 14, 2015
- 8) Receive & File Summary of Risk Assessment Results and Fiscal Year 2013 Internal Audit Workplan
- 9) Adopt Resolution No. 260-12, Support Transfer of Ontario International Airport to Local Control
- 10) Authorize Amendment No. 1, OPS10-20, West Valley Paratransit Fuel Services Base Year 2 and Increase in Spend Authority Option Year 1
- 11) Authorize Amendment No. 1, Contract 7560 Custodial Supplies
- 12) Receive & File Update on Property, Primary Earthquake & Flood, Excess Earthquake, Crime, Pollution, Liability and Physical Damage Coverage for Fiscal Year 2013
- 13) Ratify Award of Contract, IPMO11-3, Bus Inspection Services
- 14) Receive & File Change of Carrier for Employment Practices Liability Insurance
- 15) Receive & File, September Service Update
- 16) Approve Non-Financial Cooperative Service Agreement with Valley Transportation Services
- 17) Issue Sole Source Purchase Order to Trapeze Software Group for Narrow Band Radio Frequency Compliance Project
- 18) Press Articles and Letters of Interest to the Board

CEO/General Manager Victoria said there is a correction on Agenda Item E-5, claim for Jonathan Wu. The correct date of loss is March 26, 2012.

On motion by Member Dailey, seconded by Member Eaton and carried, the Consent Calendar was approved.

F. DISCUSSION ITEMS

- 1) CEO/General Manager's Report

CEO/General Manager Victoria reviewed the CEO/General Manager's Report for May 2012.

- 2) Receive & File Agency Rebranding Project Update - Presentation

Director of Marketing Williams presented the Agency Rebranding Project to the Board. The new colors are green and blue. The new tag line is "Connecting Our Community." The official rebranding launch will be August 15 to coincide with the arrival of our new buses.

This was a receive and file agenda item.

- 3) Authorize Sole Source Purchase of Trapeze Software Maintenance Services for Fleet Operations System

M/S/C (Yates/Lilburn) to authorize the CEO/General Manager to purchase sole source maintenance services, beginning July 1, 2012, and ending June 30, 2013, from Trapeze Software Group, Cedar Rapids, Iowa, for the Trapeze software utilized by the Agency for fleet operations for an amount of \$469,284.

G. CALL FOR PUBLIC OR ADVERTISED HEARINGS

None.

H. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, Milo Victoria, concerning labor negotiations with Teamsters Local #166 regarding Maintenance/Administrative Support Unit, pursuant to Government Code Section 54957.6
2. Evaluation of CEO/General Manager position concerning unrepresented position of CEO/General Manager, pursuant to Government Code Section 54947 and 54957.6

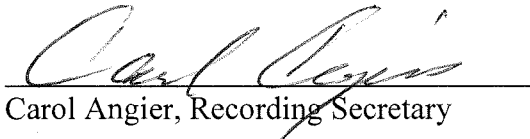
The Board adjourned to Closed Session at 8:20 a.m. The Board reconvened at 9:14 a.m. Legal Counsel Greene said no reportable action took place during Closed Session.

I. REMARKS AND ANNOUNCEMENTS

None.

J. ADJOURNMENT

The Board adjourned at 9:14 a.m. The next regular meeting is August 1, 2012, at 8:00 a.m. with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.


Carol Angier, Recording Secretary



**SPECIAL BOARD OF DIRECTORS' MEETING
MINUTES
July 9, 2012**

A. CALL TO ORDER

Item #E2

Chair Dick Riddell called the special meeting of the Omnitrans Board of Directors to order at 3:01 p.m., Monday, July 9, 2012, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

BOARD MEMBERS PRESENT

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

BOARD MEMBERS NOT PRESENT

Supervisor Neil Derry, County of San Bernardino
Mayor Pro Tem Paul Foster, City of Redlands
Supervisor Josie Gonzales, County of San Bernardino
Mayor Pro Tem Penny Lilburn, City of Highland
Supervisor Brad Mitzelfelt, County of San Bernardino
Councilmember Ed Palmer, City of Rialto

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

Milo Victoria, CEO/General Manager
Carol Angier, Administrative Secretary

OTHER

Carol Greene, Legal Counsel

B. BOARD BUSINESS

Closed Session

1. Evaluation of CEO/General Manager concerning unrepresented position of CEO/General Manager pursuant to Government Code Section 54947 and 54957.6

The Board adjourned to Closed Session at 3:02 p.m. The Board reconvened at 3:49 p.m. Legal Counsel Greene said no reportable action took place during Closed Session.

C. REMARKS AND ANNOUNCEMENTS

None.

D. ADJOURNMENT

The Board adjourned at 3:49 p.m. The next regular meeting is July 11, 2012, at 8:00 a.m. with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.


Carol Angier, Recording Secretary



Item #E3

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES
June 11, 2012**

The Administrative & Finance Committee meeting was called to order by Acting Chair Ed Graham at 1:31 p.m. on June 11, 2012. Chair Alan Wapner arrived later.

Committee Members Attending

Councilmember Alan Wapner, City of Ontario, Committee Chair
Mayor Paul Eaton, City of Montclair
Mayor Pro Tem Frank Gonzales, City of Colton
Mayor Ed Graham, City of Chino Hills
Mayor Dick Riddell, City of Yucaipa
Mayor Pro Tem John Roberts, City of Fontana

Committee Members Absent

Mayor Pro Tem Paul Foster, City of Redlands
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace
Supervisor Gary Ovitt, County of San Bernardino

Omnitrans Staff & Others Attending

Milo Victoria, CEO/General Manager
Robert Miller, Chief Financial Officer
Marjorie Ewing, Director of Human Resources
Wendy Williams, Director of Marketing
Sam Gibbs, Director of Internal Audit Services
Scott Graham, Director of Operations
Jennifer Sims, Director of Procurement
Ray Lopez, Director of Safety & Regulatory Compliance
Rohan Kuruppu, Director of Planning & Development Services
Jeremiah Bryant, Planning & Scheduling Manager
Milind Joshi, sbX Program Manager
Bart Hayashi, sbX Construction Manager
Brenda Ramirez, Planner II
Beth Kranda, VTrans
Joe Jenkins, Jacobs
Hank Alonso, Jacobs
Carol Angier, Administrative Secretary

C. Possible Conflict of Interest Issues

None

D. Agenda Items

1. Approve Administrative & Finance Committee Minutes of May 14, 2012

M/S (Roberts/Eaton) to approve the minutes of the May 14, 2012 Committee meeting. Motion was unanimous by members present.

2. Affirmative Action Program – 2012 Through 2015

Director of Human Resources Ewing said Omnitrans' current Affirmative Action Program will expire on July 14. This will be a new study for the Agency and our service area. The study identifies different diversity issues and what the Agency will be doing to resolve them.

M/S (Gonzales/Eaton) to recommend to the Board of Directors adoption of the Omnitrans Affirmative Action Plan (AAP) effective July 15, 2012 through July 14, 2015. Motion was unanimous by members present.

3. Construction Progress Report No. 6 Through May 2012 – sbX E Street Corridor BRT Project

sbX Program Manager Joshi introduced Hank Alonzo of Jacobs. Jacobs is the sbX construction management consultant, and Mr. Alonzo will review the sbX construction to date. Mr. Alonzo said the Committee and Board Members have expressed concern about some of the sbX construction issues, and these issues are actually typical of any construction project. Many of the areas and utilities in the City of San Bernardino along the construction site are very old and are either poorly documented or not documented at all. Mr. Alonzo said while this has been a challenge, we have a very good contractor, and the City has partnered with us to help streamline the process as much as possible.

Member Graham asked when the permits from the City of Riverside and Flood Control would be finalized. sbX Program Manager Joshi said the permit from the City of Riverside for the gage canal on Hospitality Lane has been approved, and staff should have the Mylars soon. There have been egress issues with Flood Control, but the permit approval should be forthcoming soon. Member Graham said his city has a good relationship with the Army Corps of Engineers and can help Omnitrans with the process if needed.

This was a receive and file agenda item.

4. Omnitrans Chief Financial Officer's Report on Forward Fuel Purchases for June 2012

Chief Financial Officer Miller said the fuel market has been stable and is only a few cents over our fuel hedge price. The fuel costs are still below budget for the rest of this fiscal year.

This was a receive and file agenda item.

5. Omnitrans Comprehensive Operational Analysis (COA)

Planning & Scheduling Manager Bryant said this is the same COA update that was presented to the Plans & Programs Committee on May 30. The COA is being prepared by AECOM and led by SANBAG. The COA outcome will determine the transit services available in each JPA member's community. The COA started March 2011 and was originally planned to take one year. AECOM reported that the completion date has been moved to September/October 2012. AECOM presented their findings to date at the Plans & Programs Committee on October 18, 2011, on three of the seven key deliverables of Phase I, COA/Analysis of Existing Conditions & Determination of Needs. These deliverables were Comprehensive Operating Analysis of All Services, Service Policy Analysis, and Service Needs & Public Outreach. The Financial Analysis and Administrative Functions have been updated, but are not yet completed. The Administrative Functions deliverable shows that Omnitrans is an effective and low cost provider of transit. The staffing levels have not yet been addressed in the COA. The final two deliverables, Transition of Services & Alternative Delivery Methods and Summary of Findings, have not been started to date.

Technical Memo #2, Financial Analysis, was delivered in May. It shows a reduction of \$11.8 million in operating revenue starting in FY2014. This reduction occurs at the same time that sbX service will begin. TM#2 also shows a net deficit of \$99.1 million during Fiscal Years 2014 through 2020. This reduction in funding is a transit policy choice for the San Bernardino Valley. LTF is the primary operating revenue for Omnitrans. LTF funds are expected to grow significantly for the Valley, but Omnitrans will receive reductions in LTF funding. Chair Wapner asked where these numbers came from, and Planning & Scheduling Manager Bryant said the numbers came from SANBAG. Member Graham asked who chooses where to distribute LTF funding, and Chair Wapner said SANBAG.

Phase II of the COA is to develop service alternatives. There are two components of this phase. The first is to identify service alternatives. This is partially completed. AECOM has not yet completed the financial analysis, but the service alternatives were completed anyway. The service plan shows an expansion of service, but does not yet provide hours, miles, frequency, and vehicle requirement. This data is necessary in order to determine the cost of the expanded service. The second component is public comment opportunity. AECOM presented routing alternatives to the public, and there was a strong outreach with over 700 people participating. However, the outreach did not include service details such as service frequency, service hours, or any fare changes. FTA requires that multiple public hearings must be conducted before the final adoption of the COA and implementation of findings. This is the responsibility of AECOM and SANBAG. Omnitrans will be responsible for holding public hearings for implementation of any major service or fare changes that result from the COA for each change during FY2014-2020.

Phase III of the COA is the implementation plan, and this has not yet been started. The key components of this phase are the annual implementation plan and a Title VI evaluation to comply with the Civil Rights Act of 1964. AECOM will present the Financial Analysis and Administrative Functions to the Plans & Programs Committee in July. It will also be presented to the SANBAG Commuter Rail & Transit Committee, but a date has not yet been set. AECOM expects the COA to be completed in September/October 2012.

Member Riddell asked who determines how service will be affected by the funding reduction, and Planning & Scheduling Manager Bryant said the COA must show this. Chair Wapner asked if Omnitrans has asked AECOM how they will address service with reduced funding. Planning & Scheduling Manager Bryant said Omnitrans has asked AECOM this question many times, with no answer yet being received.

This was a receive and file agenda item.

6. Summary of Risk Assessment Results and FY 2013 Internal Audit Workplan

Director of Internal Audit Services Gibbs said the Risk Assessment was presented for approval by the Board in December, but it was not consistent with the fiscal year. This revised Risk Assessment has been updated to include the sbX construction and the influence the COA will have on our audits. This includes the budget deficit, meeting Title IV regulations, and being able to meet the PCGA commitment. Chair Wapner asked if the Risk Assessment would include how to proceed with these issues. Director of Internal Audit Services Gibbs said this will be reviewed in his reports when he focuses on the areas of risk.

M/S (Graham/Eaton) to receive and forward to the full Board for receipt and file the results from the risk assessment and the FY 2013 Internal Audit workplan, completed November 30 2011, and updated May 25, 2012. Motion was unanimous by members present.

7. Resolution #260-12, Support Transfer of Ontario International Airport to Local Control

Chair Wapner said he asked Omnitrans to put this on the agenda. All the other cities and several transit agencies have already approved resolutions supporting local control for Ontario International Airport. He is now asking Omnitrans to do the same.

M/S (Eaton/Riddell) to recommend adoption of Resolution No. 260-12 to the Board of Directors in support of the transfer of Ontario International Airport to local control. Motion was unanimous by members present.

8. Authorize Amendment No. 1, OPS10-20, West Valley Paratransit Fuel Services Base Year 2 and Increase in Spend Authority Option Year 1

Director of Procurement Sims said the price of unleaded fuel has escalated. While staff has done an excellent job of controlling fuel costs, there is still a shortfall of funds for paratransit fuel for the rest of this fiscal year. This is only a contract increase and is still within our budget.

Member Roberts asked if Omnitrans staff looked at converting the paratransit vehicles to CNG fuel. CEO/General Manager Victoria said staff is researching this option and will bring this before the Committee. However, at this point, the cost of converting the unleaded fuel engines to CNG fuel engines will be very high and may not be a cost-effective option.

M/S (Eaton/Roberts) to recommend approval to the Board of Directors to authorize the CEO/General Manager to execute Amendment No. 1 to increase Contract OPS10-20 with Poma Automated Fueling, Inc., of Bloomington, California, for Base Year 2, by an additional provision of \$19,300 and a 10% contingency of \$1,930, for a

new total not-to-exceed amount of \$1,509,594, and to increase Option Year 1 by an additional provision of \$390,820, and a 10% contingency of \$39,820, for a new total not-to-exceed amount of \$1,165,088. Motion was unanimous by members present.

9. Authorize Amendment No. 1, Contract 7560 Custodial Supplies

Director of Procurement Sims said the cost of custodial supplies was higher than staff originally estimated. There is a shortfall of \$8,000 to pay outstanding invoices.

M/S (Eaton/Graham) to recommend approval to the Board of Directors to execute Amendment No. 1 to increase Contract 7560 with Waxie Sanitary Supply of San Diego, California, for the provision of custodial supplies by \$8,000 for a new total not-to-exceed amount of \$80,000. Motion was unanimous by members present.

E. Committee Business

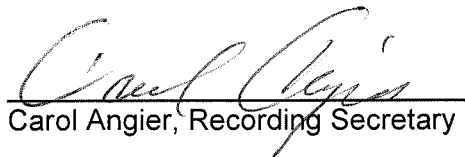
Closed Session

1. Conference with Labor Negotiator, Milo Victoria, concerning unrepresented employees, pursuant to Government Code Section 54957.6

The Administrative & Finance Committee adjourned to Closed Session at 2:14 p.m. The Committee Meeting reconvened at 2:36 p.m. Chair Wapner said no reportable action took place during Closed Session.

Member Graham said he notified Omnitrans that the Chino Hills School District would be eliminating school bus service. He asked if Omnitrans could assist with routes to help transport students to school. Director of Planning & Development Services Kuruppu said Omnitrans did research this issue and sent it to AECOM to include in the COA to review and make recommendations. There are over one hundred service requests received by Omnitrans that have been sent to AECOM for the COA. CEO/General Manager asked that AECOM follow up on this, and Director of Planning & Development Services said he would do so.

The Administrative & Finance Committee meeting adjourned at 2:38 p.m. The next Administrative & Finance Committee Meeting is scheduled for July 9, 2012, with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.



Carol Angier, Recording Secretary



June 2012
FISCAL YEAR 2012

Item #E4

Agency Results

The June results do not reflect the final results of the Agency. Staff is still preparing year-end adjustments to the financials. Upon completion of all year-end adjustments, staff will deliver a final Agency Management Report. Also, Omnitrans has a significant drop in the monthly farebox recovery ratio for the month of June. The drop is driven by the year-end adjustments and accruals done to close the books. Attention should be given to the year-to-date farebox numbers in the month of June and not the monthly farebox recovery numbers.

Operating Revenue

June total Operating Revenue of \$5,115,679 is \$477,946 under budget. Year-to-Date (YTD) Operating Revenue of \$66,371,438 is \$752,066 under budget. The current month variance is driven primarily by passenger fares being lower than planned and capital funds for operations being lower than planned. The YTD variance is driven by passenger fares, auxiliary transportation revenue, non-transportation revenue being slightly lower than planned and Local Transportation Funds being lower than planned based on interest charged by SANBAG.

Operating Expense

June Operating Expense of \$5,677,789 is \$65,836 or 1% under budget. YTD Operating Expense of \$64,917,882 is \$4,005,623 or 6% under budget. The positive monthly variance is principally driven by services being lowered than planned for the month. The YTD variance is driven by labor, fringe benefits, services, material and supplies, services, casualty and liability all coming in under budget.

Ridership

During the month of June, Omnitrans carried a total of 1,267,756 passengers. This consisted of 1,227,581 on Fixed Route service and 40,175 on Demand Response routes. YTD Ridership is 16,152,101, which reflects a total system increase of 7.41% when compared to the same period last year.

Revenue Hours/Revenue Miles

During the month of June, Omnitrans provided a total of 66,696 revenue hours reflecting an increase of 1.62% versus the same period last year. Omnitrans logged a total of 909,506 revenue miles during the month, reflecting an increase of 1.18% when compared to same period last year. YTD Omnitrans provided a total of 796,041 revenue hours reflecting an increase of 1.66% versus the same period last year. Also, YTD Omnitrans logged a total of 10,850,513 revenue miles reflecting an increase of 2.50% when compared to same period last year.

Farebox Recovery Ratio

June farebox revenue for Fixed Route/Omnalink is \$914,511 versus \$1,117,028 for the same period last year. This is a decrease of 18.13%. The farebox recovery ratio for the month is 19.61%. YTD farebox revenue for Fixed Route/Omnalink is \$13,410,064 versus \$13,419,651 for the same period last year. This is a decrease of .07%. YTD farebox recovery ratio is 25.56%.

June farebox revenue for Access is \$133,855 versus \$113,648 for the same period last year. This is an increase of 17.8%. Farebox recovery ratio for the month is 13.71%. YTD farebox revenue for Access is \$1,532,1305 versus \$1,473,158 for the same period last year. This is an increase of 4.00%. YTD farebox recovery ratio is 12.75%.

Financials

Total Salaries and Benefits of \$3,492,671 are \$74,735 over budget for the month of June. YTD Salaries and Benefits of \$40,060,500 are \$954,730 or 2% under budget. The negative monthly variance is principally driven by medical premium payments. The YTD positive variance is primarily driven by headcount being less than planned.

Total Services are \$173,089 or \$84,816 under budget in June. YTD Total Services are \$2,053,360 or \$1,041,501 under budget. The positive monthly and YTD variances are principally driven by professional services being less than planned.

Materials and Supplies are \$832,199 or \$29,462 over budget in June. YTD Materials and Supplies are \$8,345,646 or \$1,287,196 under budget. The negative monthly variance is driven by a correction in the accounting for oils and lubricants. The YTD variance is principally driven by CNG fuel and gas being less than planned.

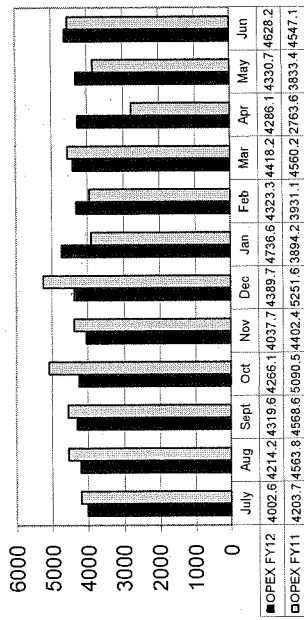
Purchased Transportation is \$744,570 or \$35,830 over budget in June. YTD Purchased Transportation is \$8,899,870 or \$394,988 over budget. The current month and YTD variance is driven by demand being up approximately 10% over the prior year.

Other Expenses are \$435,259 or \$121,049 under budget in June. YTD Other Expenses are \$5,558,507 or \$1,117,182 under budget. The current month and YTD variances are primarily driven by insurance, printing and advertising, utilities and maintenance budgets all coming in under budget.

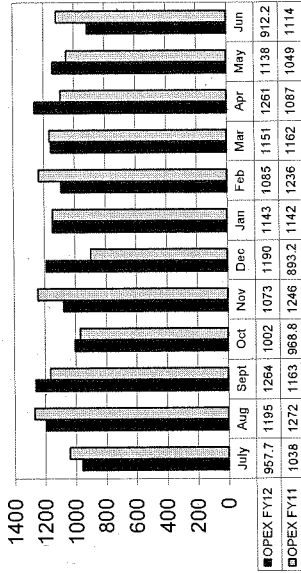
**PERFORMANCE STATISTICS
FISCAL YEAR 2012
June 2012**

	<u>Current Month</u>		<u>YR/YR</u>	<u>Year-To-Date</u>		<u>YR/YR</u>
	<u>June 2012</u>	<u>June 2011</u>	<u>inc/(dec)</u>	<u>June 2012</u>	<u>June 2011</u>	<u>inc/(dec)</u>
Total Passenger Revenue & Subsidy						
Fixed Route	\$912,178	\$1,114,394	-18.1%	\$13,371,297	\$13,370,873	0.0%
Demand Response	\$136,188	\$116,282	17.1%	\$1,570,898	\$1,519,209	3.4%
Total Passengers						
Fixed Route	1,227,581	1,178,432	4.2%	15,673,759	14,584,132	7.5%
Demand Response	40,175	39,485	1.7%	478,342	454,274	5.3%
Farebox Recovery Ratio						
Fixed Route/OmniLink	19.61%	14.37%		25.56%	24.47%	
Access	13.71%	10.91%		12.75%	13.42%	
Total Passengers per Revenue Hour						
Fixed Route	23.9	23.0	3.6%	25.6	23.8	7.6%
Demand Response	2.6	2.7	-3.5%	2.6	2.7	-3.8%
Revenue per Passenger						
Fixed Route	0.74	0.95	-21.4%	0.85	0.92	-6.9%
Demand Response	3.39	2.94	15.1%	2.60	3.34	-22.3%
Cost per Passenger						
Fixed Route	3.77	3.86	-2.3%	3.31	3.54	-6.3%
Demand Response	25.18	27.74	-9.2%	26.22	25.70	2.0%
Cost per Revenue Hour						
Fixed Route	89.95	88.85	1.2%	84.86	84.19	0.8%
Demand Response	66.35	75.79	-12.5%	68.14	69.43	-1.9%
	<u>Actual</u>	<u>Target</u>				
On Time Performance						
Fixed Route	87.78%	90%				
Demand Response	94.32%	90%				
Headcount (includes PT Operators)	621	644				

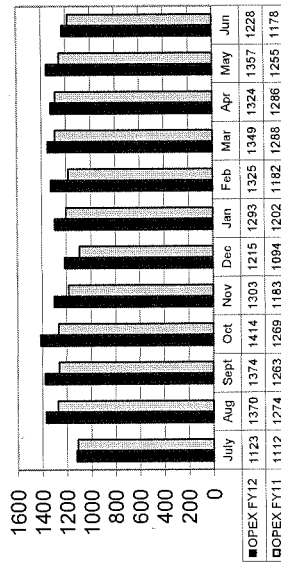
Fixed Route Operating Expense Thousands



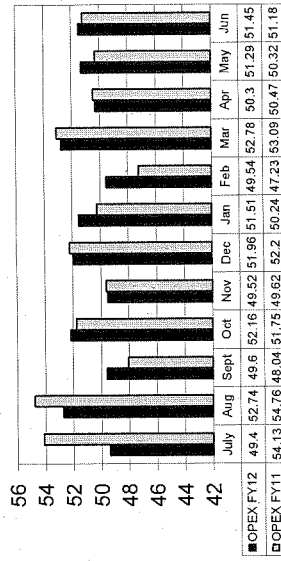
Fixed Route Passenger Revenue Thousands



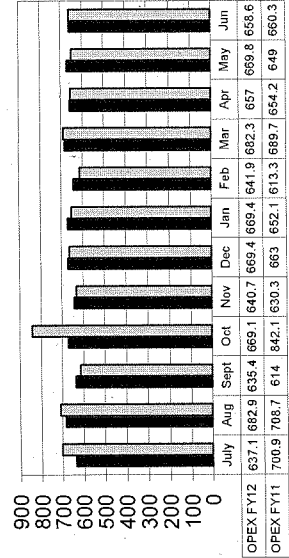
Fixed Route Ridership Thousands



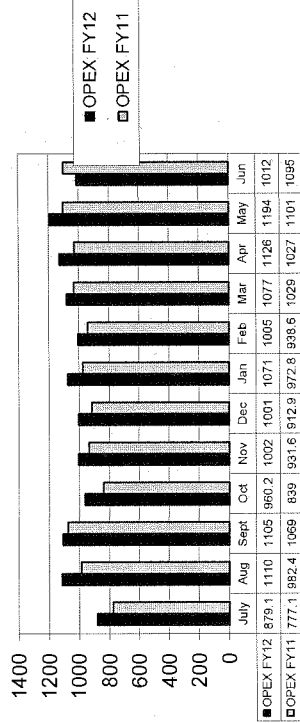
Fixed Route Revenue Hours Thousands



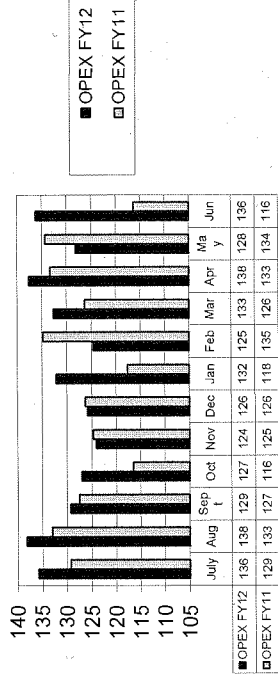
Fixed Route Revenue Miles Thousands



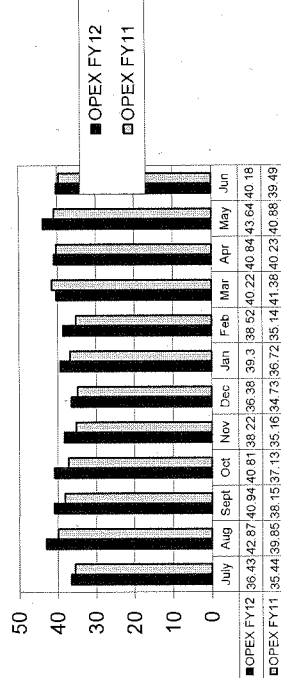
Demand Response Operating Expense Thousands



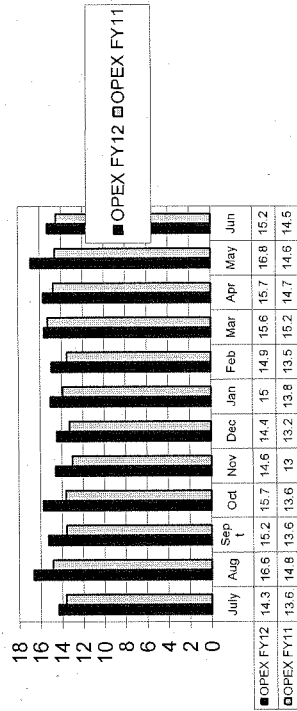
Demand Response Passenger Revenue Thousands



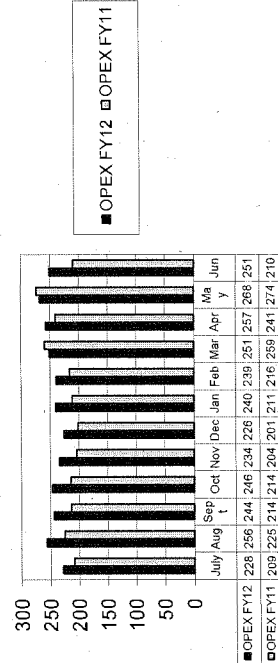
Demand Response Ridership Thousands



Demand Response Revenue Hours Thousands



Demand Response Revenue Miles Thousands



Statement of Operations Fiscal Year: 2012

CURRENT MONTH: June 2012				YEAR-TO-DATE: June 2012			
<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>
1,020,380	1,243,062	(222,683)	82%	14,616,560	14,916,749	(300,189)	98%
27,986	23,719	4,267	118%	325,633	284,630	41,003	114%
339,444	380,448	(41,003)	89%	4,524,367	4,565,370	(41,003)	99%
57,512	75,417	(17,905)	76%	797,713	905,000	(107,287)	88%
(19,083)	0	(19,083)	0%	(187,272)	0	(187,272)	0%
2,431,066	2,493,008	(61,942)	98%	29,854,154	29,916,098	(61,944)	100%
193,020	193,020	0	100%	2,316,235	2,316,235	0	100%
1,065,355	1,184,952	(119,596)	90%	14,124,048	14,219,422	(95,374)	99%
5,115,679	5,593,625	(477,946)	91%	66,371,438	67,123,504	(752,066)	99%
				<u>Operating Revenues</u>			
				<u>Operating Expenses</u>			
2,088,954	2,087,371	(1,582)	100%	25,280,131	25,048,457	(231,674)	101%
1,403,718	1,330,564	(73,153)	105%	14,780,369	15,966,773	1,186,404	93%
173,089	257,905	84,816	67%	2,053,360	3,094,861	1,041,501	66%
832,199	802,737	(29,462)	104%	8,345,646	9,632,842	1,287,196	87%
243,219	235,088	(8,131)	103%	2,372,642	2,821,057	448,415	84%
136,273	207,504	71,231	66%	2,170,057	2,490,051	319,995	87%
208	5,250	5,042	4%	57,866	63,000	5,134	92%
744,570	708,740	(35,830)	105%	8,899,870	8,504,882	(394,988)	105%
77,857	79,785	1,928	98%	829,083	957,426	128,343	87%
(60,314)	(11,911)	48,403	506%	(307,123)	(142,929)	164,194	215%
38,016	40,590	2,574	94%	435,981	487,084	51,103	90%
5,677,789	5,743,625	65,836	99%	64,917,882	68,923,504	4,005,623	94%
(562,110)	(150,000)	(412,110)		1,453,557	(1,800,000)	3,253,557	
3,492,671	3,417,936	(74,735)	102%	40,060,500	41,015,230	954,730	98%
435,260	556,307	121,047	78%	5,558,507	6,675,689	1,117,182	83%
				<u>Net Gain (Net Loss)</u>			



DATE: August 1, 2012

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Mae Sung, Accounting Manager *[Signature]*

SUBJECT: INVESTMENT STATUS

FORM MOTION

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

BACKGROUND

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

SUMMARY

All of the Agency's investments are invested with the Local Agency Investment Fund (LAIF) and Union Bank. Please refer to the attachment for the investment activity of the Agency for the month of June, 2012. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

OMNITRANS
Treasurer's Report
Month ending June 2012

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
Cash and Investments Under the Direction of the Treasurer						
Local Agency Investment Fund		\$ 24,167,162.80		\$ (2,500,000.00)	0.36%	
			\$ 1,300,000.00	\$ (1,300,000.00)	0.37%	
					0.36%	
					0.35%	
					0.36%	
		\$ 25,467,162.80		\$ (3,800,000.00)		
Net LAIF Funds				\$ 21,667,162.80		\$ 21,667,162.80
Fair Marketing Value	Fair Value Factor				1.001219643	\$ 21,693,589.00
Union Bank Money Market GMRA	Interest	\$ 4,826,608.28			0.09%	
		\$ 351.98				
		\$ 128,566.00		\$ (119,022.25)		
				\$ (119,022.25)		
		\$ 4,955,526.26		\$ 4,836,504.01		
				\$ 4,836,504.01		\$ 4,836,504.01
Citybank Morgan Stanley Futures Account		\$ 176,851.21				
	Gain/Loss for month	\$52,125.00				
		\$ 228,976.21		\$ -		
				\$ 228,976.21		\$ 228,976.21
Union Bank CD		\$ 25,000.00		\$ 25,000.00	0.30%	\$ 25,000.00
		\$ 380,795.83				
	Passenger	\$ 1,187,819.99				
	Grants' Revenue	\$ 4,875,811.60				
	Miscellaneous Revenue	\$ 186,808.04				
	Transfers From (To) LAIF	\$ 3,800,000.00		\$ (1,300,000.00)		
	Transfers From (To) Money Market	\$ 119,022.25		\$ (128,566.00)		
	Transfers From (To) Morgan Stanley Futures Account					
	Transfers From (To) CD					
	Accounts Payable			\$ (5,512,112.07)		
	Payroll and Payroll Taxes			\$ (2,169,649.67)		
	Employee Benefits			\$ (573,819.52)		
	Bank Service Charge			\$ (1,740.84)		
		\$ 10,550,257.71		\$ (9,685,888.10)		
Net Union Bank Operating Funds				\$ 864,369.61		\$ 864,369.61
		\$ 3,000.00				
Petty Cash						\$ 3,000.00

Cash and Investments Under the Direction of Fiscal Agents

Wachovia Bank N.A.	\$ 75,000.00		
Workmens' Comp. Adjuster			
York Insurance Services			\$ 75,000.00
Total Cash & Investments			\$ 27,726,438.83

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

Prepared by: 
Mae Sung, Accounting Manager

Approved by: 
Milo Victoria, CEO/General Manager, Treasurer

© Source of Market Value: California State Pooled Money Investment Board Report.

(1) Union: "Summary of Market Value" posted on monthly fiscal agent statements.


(2) LAIF: "Pooled Money Investment Account Market Valuation".

Master Control Account is the controlling account for all the zero balance accounts with Union including: Accounts Payable Account (General Account) and Payroll Account.
Interest earned by the Master Control account is used as a partial offset to the monthly bank service charges.



DATE: August 1, 2012

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager 

SUBJECT: PAYROLLS AND WARRANTS FOR JUNE, 2012

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

Payroll Period	Amount	Register #
05/30/12-06/12/12	\$312,884.87	12
06/13/12-06/26/12	\$316,222.93	13

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

Payroll Period	Amount	Register #
05/21/12-06/03/12	\$859,067.33	12
06/04/12-06/17/12	\$850,847.29	13

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

Register Date	Amount	Register #
06/07/2012	\$3,633,843.87	560-561
06/14/2012	\$953,729.22	562
06/21/2012	\$352,167.89	563-564
06/28/2012	\$572,371.09	565

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

MV: ms



DATE: August 1, 2012 Item #E5

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager *[Signature]*

SUBJECT: **CLAIMS FILED AGAINST OMNITRANS FOR JULY 2012 –
INFORMATION ITEM ONLY**

CLAIMANT	DATE OF LOSS	CLAIM NUMBER
Astro Motel	05/17/12	CLPA10693B2
Enterprise Rent A Car	04/24/12	CLPA10680A2
Esparza, Elias	06/04/12	CLPA10696A1
Jones-Cole, Candi	07/03/12	CLPA10697B1
Lavalle, Patricia	01/09/12	CLPA10689A1
Lozano, Rudy	01/21/12	CLPA10696A1
Papillon-Dominick, Patricia	04/14/12	CLPA01688A1
Peterson, Kerry	07/03/12	CLPA10697A1
Pride Envelope Co.	02/07/12	CLPA10693A2
Willis, Kathryn	06/14/12	CLPA10676A1

<u>Summary of Accidents</u>	<u>No. of Claimants</u>
Coach/Vehicle Accident	1
Injury Inside Coach	7
sbX Construction	2

For the Claims Above:

40% of claims were filed 1 to 5 days after the incident.
 10% of claims were filed 6 to 10 days after the incident.
 50% of claims were filed 11 or more days after the incident.

/ca

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of July 12, 2012

Submitted for the
Board Meeting of:
August 1, 2012

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION						FEMALE ETHNIC COMPOSITION						Existing Vacancies	INTERVIEWED							APPOINTED						
		C	B	H	AS	AI	2+	C	B	H	AS	AI	2+		C	B	H	AS	AI	NH/PI	2+	C	B	H	AS	AI	NH/PI	2+
OPERATIONS	458	73	100	78	7	1	0	45	85	41	1	1	2	24	8	35	21	1	0	0	7	0	12	5	0	0	0	2
MAINTENANCE	102	28	11	51	6	0	0	3	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
EXECUTIVE OFFICE	5	1	1	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
INFORMATION TECH. SERVICES	6	1	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SAFETY/ SECURITY	5	2	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MARKETING	25	3	0	5	0	0	0	3	1	11	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	
PLANNING	7	2	0	0	1	0	0	1	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
HUMAN RESOURCES	9	0	0	1	0	0	0	5	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PROCUREMENT	23	5	1	5	0	0	0	6	2	0	0	0	0	4	1	1	0	0	0	0	0	1	1	0	0	0	0	
FINANCE	12	0	2	0	2	0	0	3	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SBX	10	1	1	0	4	0	0	1	1	1	0	0	0	1	2	1	0	0	0	0	1	1	0	0	0	0	0	
AGENCY TOTAL	662	116	116	142	25	1	0	70	90	63	4	1	2	32	11	37	21	1	0	0	8	2	13	5	0	0	0	2

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

* Includes part time
the FY13 budget

PERCENTAGES

C	B	H	A	AI	2+	TOTAL
29.52%	32.70%	32.54%	4.60%	0.32%	0.32%	100%

COMPLETED BY:


Meredith Tshilonka
Meredith Tshilonka
(HR Analyst)


Item #E6



DATE: August 1, 2012 Item #E7

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager 

FROM: William Tsuei, Director of Information Technology 

SUBJECT: **FISCAL YEAR 2012 ANNUAL MANAGEMENT PLAN
KEY PERFORMANCE INDICATORS – FINAL REPORT**

FORM MOTION

Receive and file Fiscal Year 2012 Annual Management Plan Key Performance Indicators Final Report.

SUMMARY AND BACKGROUND

In June 2011, the Board of Directors adopted the Fiscal Year 2012 Annual Strategic Plan, which includes the Annual Management Element, the Service Element, the Marketing Element and the Budget Element.

During the review of the Management Element, the Board requested that Omnitrans provide, on a quarterly basis, an update of the Key Performance Indicators as identified in the Management Element.

The Fourth Quarter Report covers the period of July 1, 2011, through June 30, 2012.

MV/WT

OMNITRANS ANNUAL MANAGEMENT PLAN

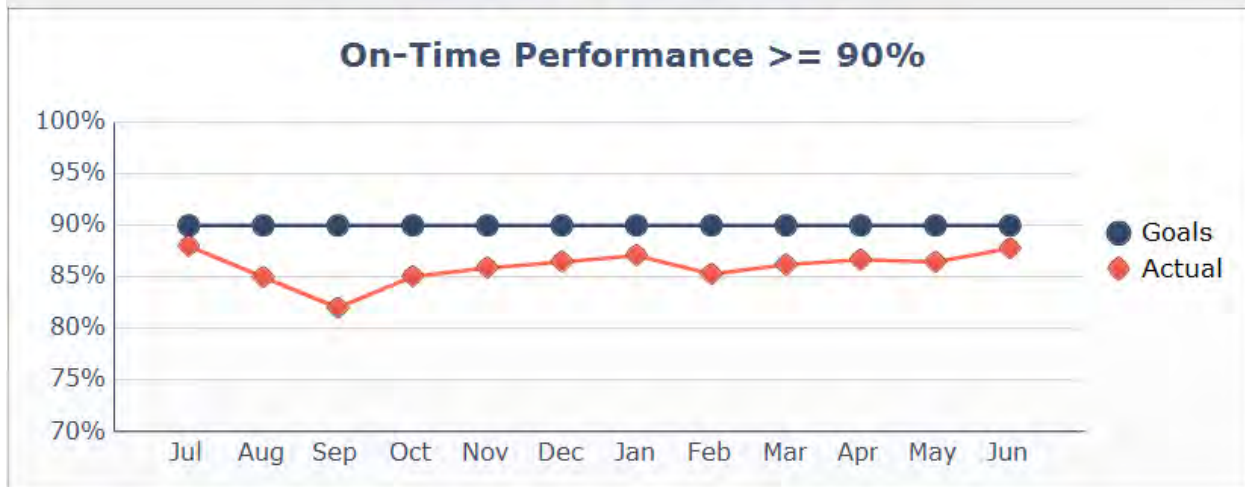
FISCAL YEAR 2012

Fourth Quarter Report [April 1, 2012 – June 30, 2012]

Goal 1 - Partnerships

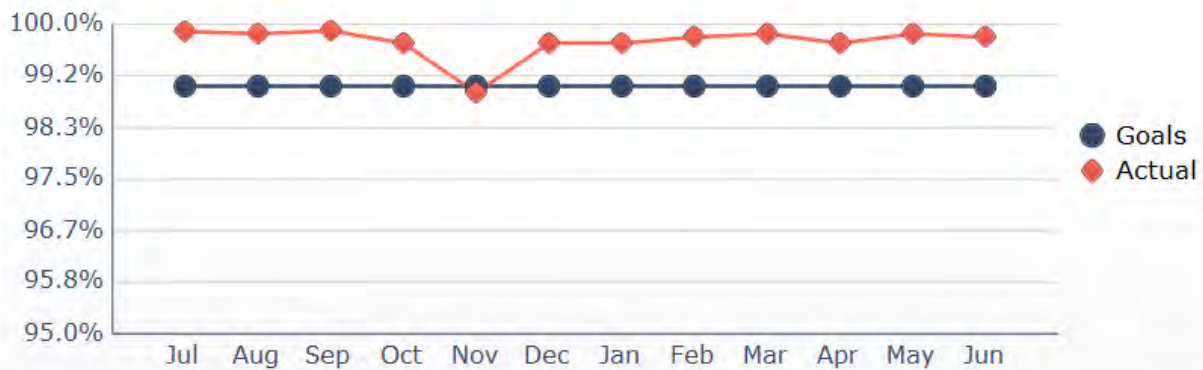


Goal 2 - Operations

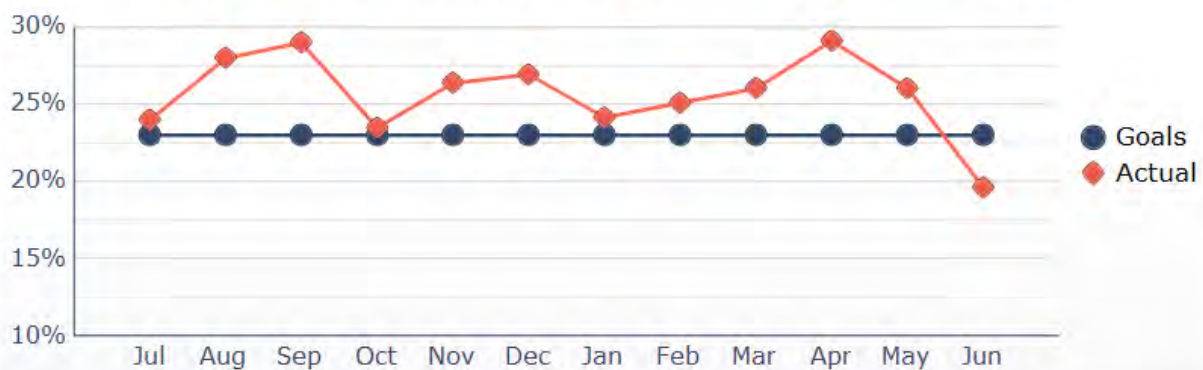


Goal 2 - Operations

Delivery of Scheduled Service $\geq 99\%$

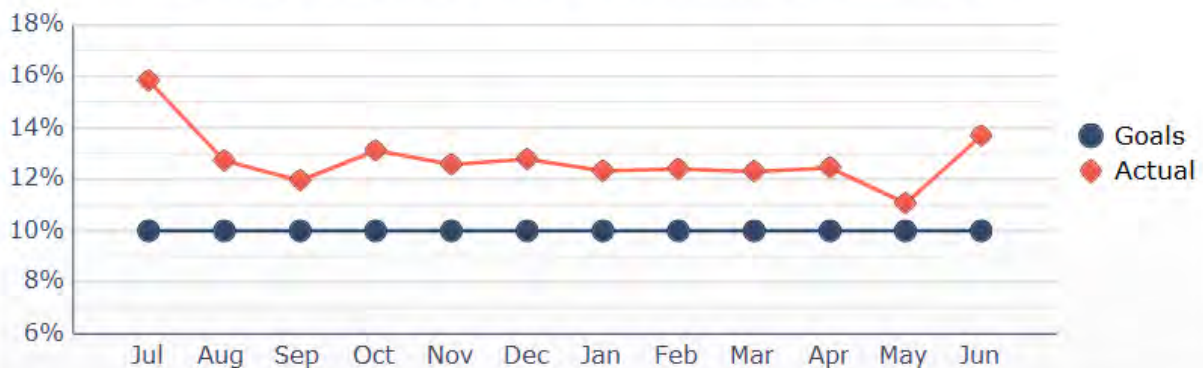


Fixed Route Services Fare Recovery Ratio $\geq 23\%$

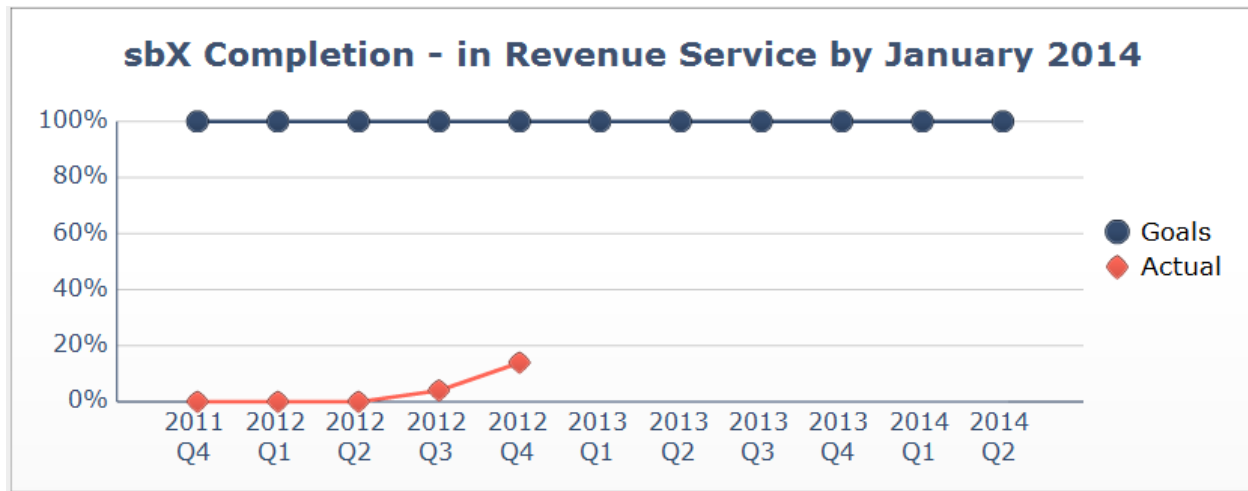


*June fare box ratio dropped to 19.60% due to annual accrual for FY2012. The YTD fixed route service fare recovery ratio for FY 2012 is 25.56% which is above the 23% annual target.

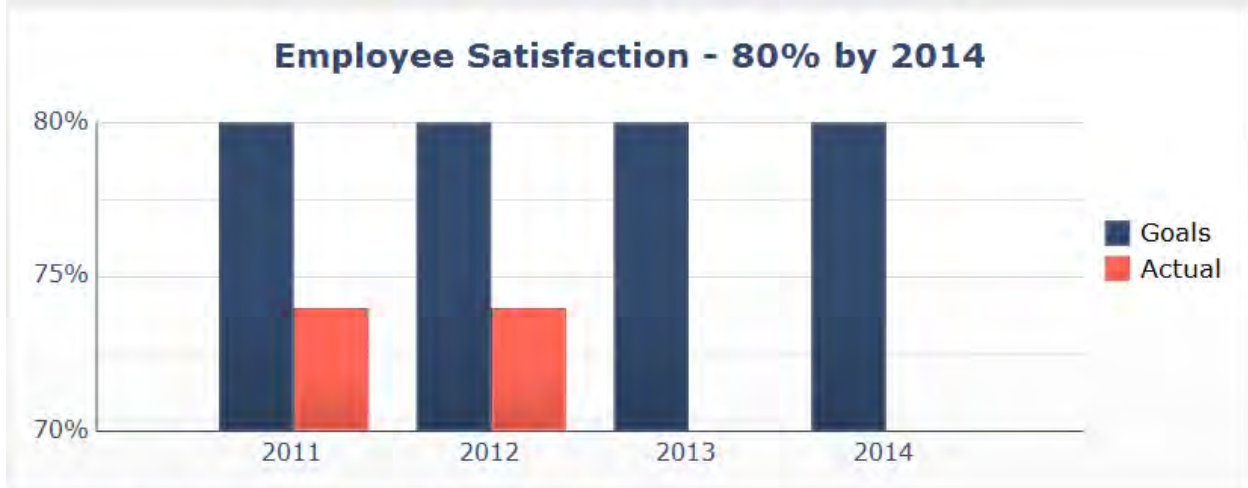
Access Services Fare Recovery Ratio $\geq 10\%$



Goal 2 - Operations



Goal 3 - Employer of Choice



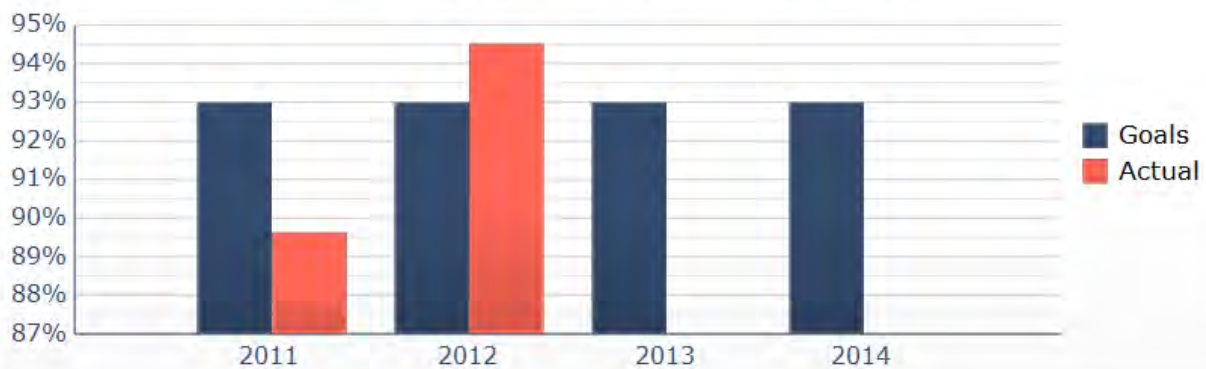
Survey scheduled for January 2013.

Goal 3 - Employer of Choice

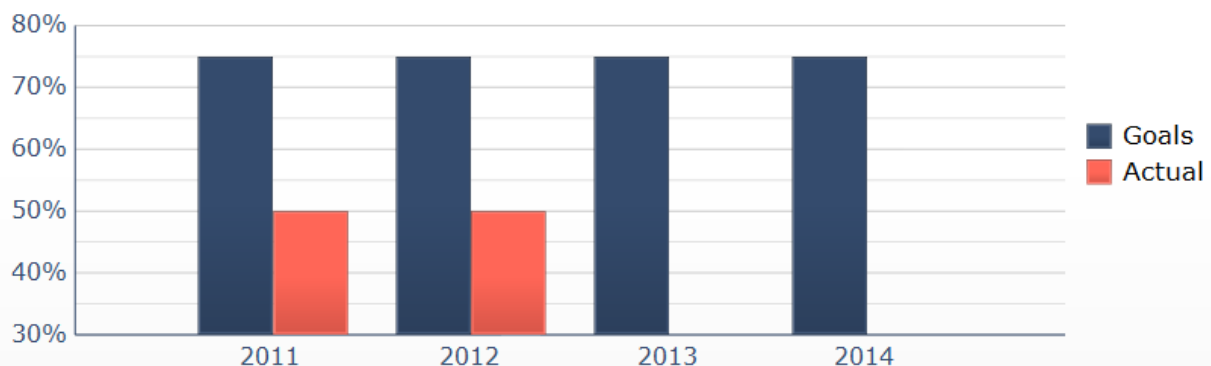
Absenteeism - Reduce 10% Annually



Employee Retention - Turnover 93%



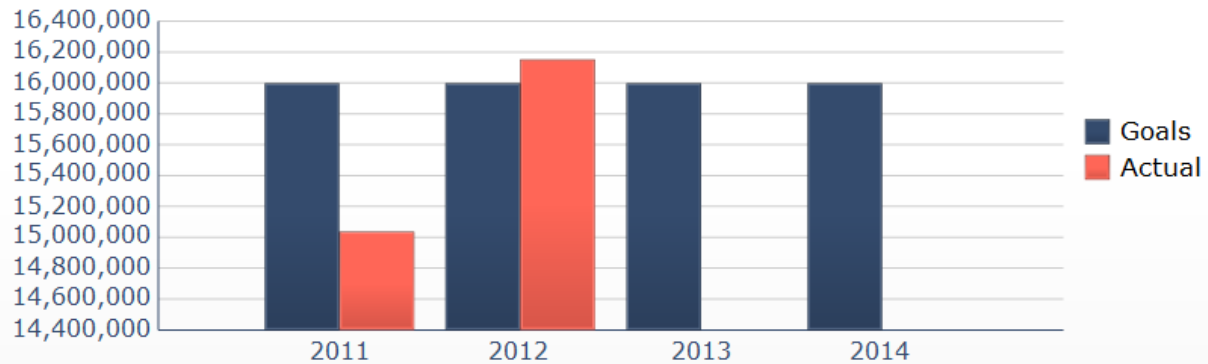
Competitive Compensation - 75% Percentile



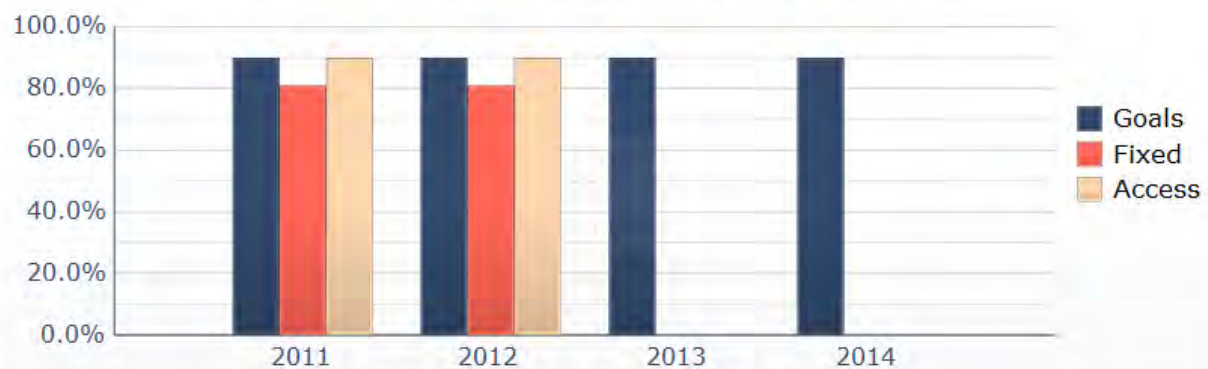
The 75th percentile would give Omnitrans advantage of offering higher compensation. This goal is not active and compensation shall remain at the 50th percentile, which will keep us at the 2012 market.

Goal 4 - Marketing

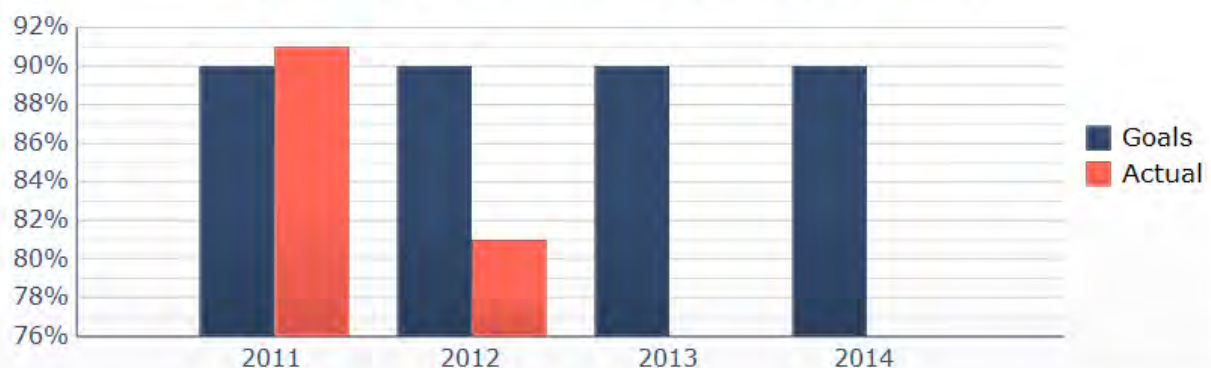
Exceed Ridership Target - 16 Million/Year by FY 2014



Customer Satisfaction Rate \geq 90%

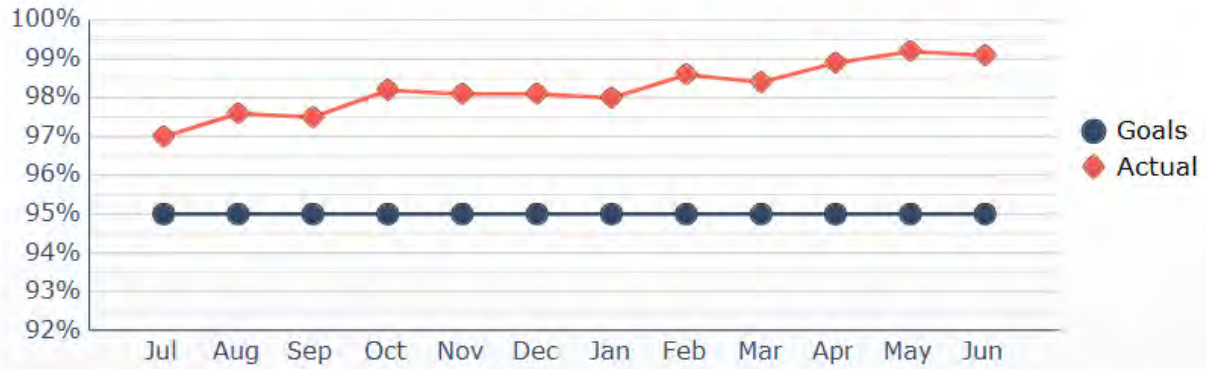


Achieve 90% Public Awareness Rating

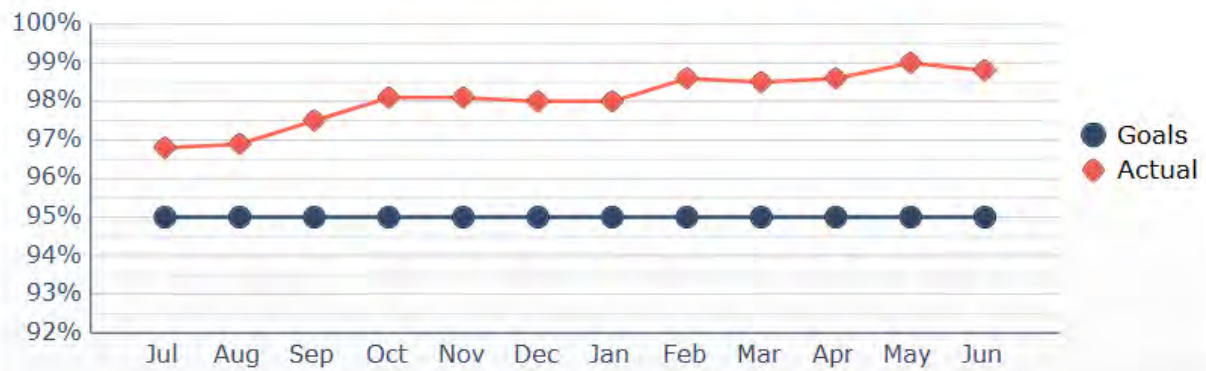


Goal 5 - Information Technology

Network Uptime $\geq 95\%$



Server Uptime $\geq 95\%$





DATE: August 1, 2012 Item #8

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Robert Miller, Chief Financial Officer *RM 7-24-12*

**SUBJECT: OMNITRANS CHIEF FINANCIAL OFFICER'S QUARTERLY
REPORT- FORWARD FUEL PURCHASES THROUGH JUNE 2012**

FORM MOTION

Receive and file Omnitrans Chief Financial Officer's Quarterly Report on Forward Fuel purchases for the period of April through June 2012.

SUMMARY AND BACKGROUND

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

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

A new hedge was established on January 17, 2012, fixing the price of 150,000 gallons of fuel per month for Omnitrans beginning in February 2012 through June 2014. The Board authorized the Agency to participate in the New York Mercantile Exchange (NYMEX) market through Morgan Stanley in order to lower the cost of the hedging transaction itself. This object has been accomplished. Without the structural change, Omnitrans would have paid \$.08 per gallon or \$12,000 per month to hedge 150,000 gallons of fuel. The total cost for the 29 month period would have been \$348,000. Under the Morgan Stanley structure, the Agency incurred costs of \$4,630 to establish the 29 month hedge position. A similar amount will be incurred over the life of the hedge as each monthly position closes. The total transactional cost has been reduced to \$9,260; a savings of \$338,000 for the Agency.

Over the last year, the price for natural gas has been declining as the supply has been increased due to new recovery technology. The new hedge was established at a price of \$.277 per gallon

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Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

of LNG. This compares to a price of \$.54 per gallon under the expiring hedge. Because of the favorable market conditions, Omnitrans will be able to reduce its fuel budget for FY 2013 by \$900,000 year over year.

Under the new hedge program, the hedge cost will be averaged over the entire hedge period thereby fixing the per gallon fuel cost for 29 months. In the past, the prices have been averaged over periods coinciding with the Agency's fiscal years. While this will increase the cost during the close in months, the Agency will be able to reduce the volatility of approximately 5% of its annual expenses. This will permit us to minimize our year over year expense growth rate and this will allow us to satisfy the test so we can use STA funding for both capital and operating expenses.

Simple administrative controls have been put in place to make sure the Agency's hedge program is controlled and is consistent with the direction of the Committee and the Board. An account statement is independently generated nightly by Morgan Stanley. The report is simultaneously distributed to Milo Victoria, Robert Miller and Donald Walker. They are the only individuals authorized to trade the account. Any activity would be highlighted on the statements distributed to the three authorized traders.

Once each month the Agency will use the Morgan Stanley daily statement to record the financial results from the hedge position. The gain or loss on the current contract will be closed against fuel acquired during the month. The gain or loss on the out month contracts will be recorded on the balance sheet as a deferred item.

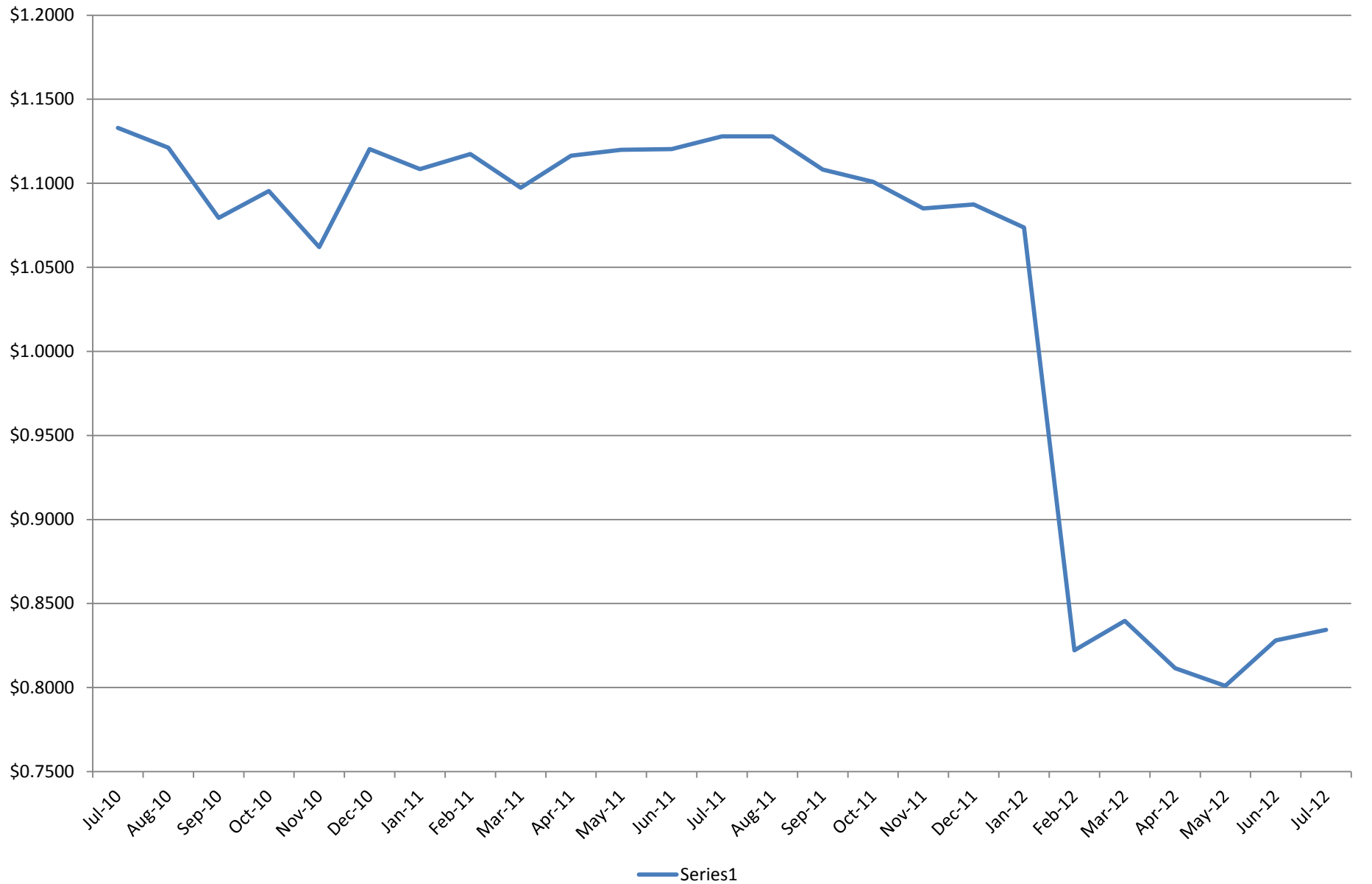
The following table highlights the information that was presented to the Administrative & Finance Committee for fuel purchases the last quarter of Fiscal Year 2012 (April through June).

	April 2012	May 2012	June 2012
LNG Spot Market Price from Clean Energy (incl. So Cal Index, Liquefaction, Delivery & Sales Tax)	\$.8116	\$.8011	\$.8280
Gain/(Loss) on Hedge Position	(\$14,355)	(\$16,277)	(\$11,405)
Budget Variance*	\$121,865	\$125,434	\$116,265

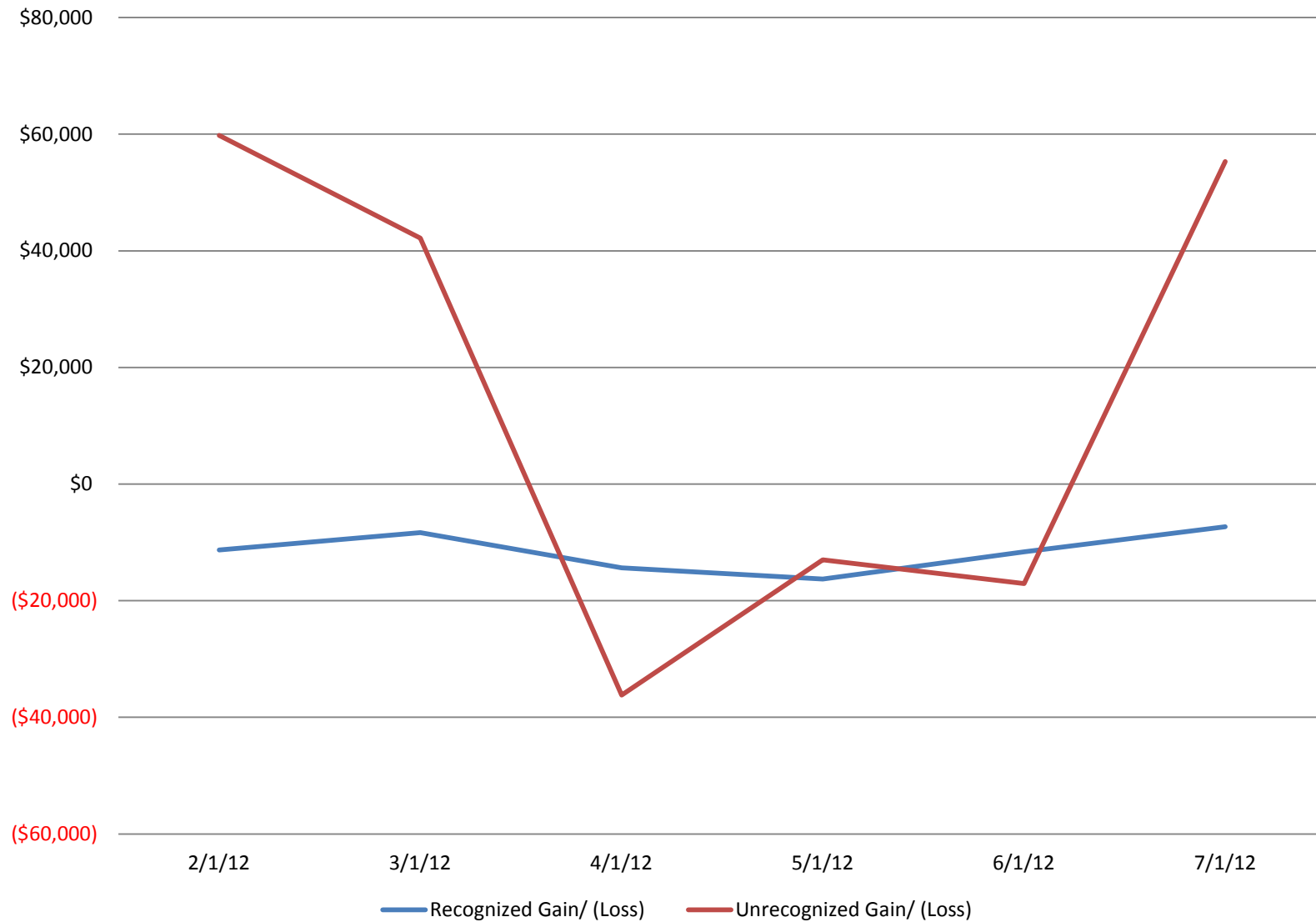
*Note: Based on estimated fuel usage for the month.

MV:rm

Omnitrans Fuel Cost History



Monthly Close on The Hedge Account





DATE: August 1, 2012 Item #E9

TO: Board Chair Dick Riddell and
Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Milind Joshi, sbX Program Manager *[Signature]*

SUBJECT: **CONSTRUCTION PROGRESS REPORT NO. 7 THROUGH JUNE 2012**
sbX E STREET CORRIDOR BRT PROJECT

FORM MOTION

Receive and file Construction Progress Report No. 7 for the sbX E Street Corridor BRT Project through June 2012.

This item was reviewed by the Administrative & Finance Committee at its July 9, 2012, meeting and recommended to the Board of Directors for receipt and file.

SUMMARY AND BACKGROUND

This is Construction Progress Report No. 7 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file the Construction Progress Report No. 7 for the sbX E Street Corridor BRT Project through June 2012.

MV:MJ

Attachment



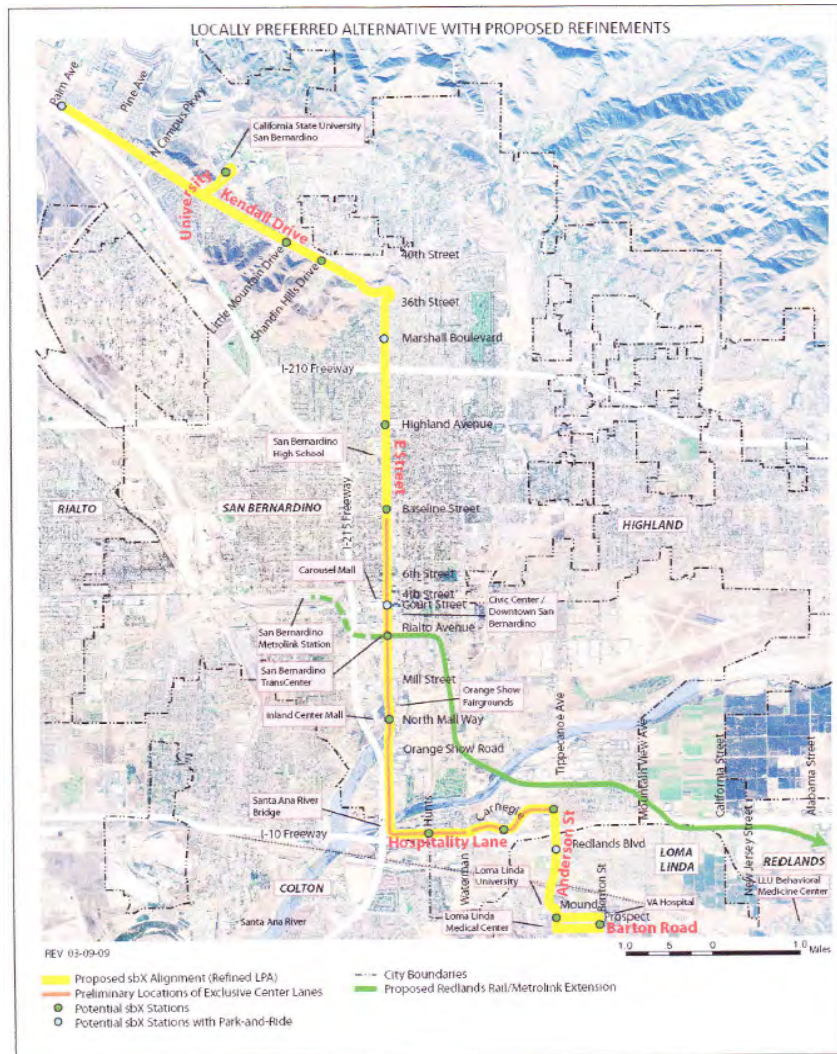
sbX E Street Corridor Bus Rapid Transit (BRT) Project

Construction Progress Report No. 7

Month Ending: June 2012

Submitted By: **JACOBS**

Contractor: Griffith/Comet
Contractor Contract No.: IPMO11-5
Project Manager: Joe Jenkins, P.E.
Resident Engineer: Karim Varshochi, P.E.
Omnitrans Construction Manager: Bart Hayashi, P.E.



Construction Progress This Month:

- Continued construction of the Kendall/Palm Park & Ride Facility; Continue work to construct station structure steel (Canopies).
- Completed the new construction of the Kendall/Palm bus route loop.
- Continuing with full depth roadway removal and base paving on E Street between 10th and 6th streets; this was due to the deficiencies in the quality and thickness of existing pavement along E Street between 6th and 10th Streets that were identified.
- Removed bus shelters at Little Mountain, Shandin Hills and Baseline for relocation.
- Marshall/E – Removed landscaping, buildings, signs and bollards and performed rough grade.
- Little Mountain Bus Station – Performed work on underground utilities, completed fine grade structural slabs, placed formwork and rebar for footings and structural slab.
- Relocated 5 trees on the east side of E Street (phase 1).
- Carnegie Dr. East to Tippecanoe – Completed fine grade for sidewalks, driveways and ramps.

Community Relation Activities this Month:

- The Black Angus Director of Operations called regarding water issues, to coordinate meeting with the landscaper, and to inquire about duration of construction activities. The CM team is providing him with information and working to set up a meeting between landscapers.
- Northrop Grumman - Manager of Support Services (contact at NG for fire watch work and water shut down), expressed that he would prefer that half of the driveway be kept open while the other half is demolished and built out. Request was accommodated; however, the period of activity will be extended at this driveway to approximately four to five weeks.
- Conducted sbX Monthly Construction Status Meeting with stakeholders, businesses, and residents to provide construction updates including upcoming closures, milestones etc.

Accomplishments this Month:

- Parsons provided comments to contractor for Submittal 231 Communication Systems Design on May 29, 2012, which was returned "Exceptions Noted, No Resubmittal Required".
- CM attended the FTA Quarterly meeting held on May 29, 2012. Introductions of new project personnel were made and a project update was given.
- CORs 1, 12 and 24 in the amount of \$522,967.47, were approved by the change order committee and are being routed for signatures and approval by the CEO.
- City provided an authorization letter to relocate SCE Meters and street lights removals.
- Attended weekly informational meeting with the City of San Bernardino. The following items were discussed and solutions were reached.
 - The project will be eliminating the traffic signal at Kendall/Palm station because the driveway of a private property falls into the intersection and

the City does not want to include the driveway in the signal as well as the signal not being warranted.

- Per the water department standards, the contractor relocated the existing Air Vac on E Street south of 10th Street. A directive will be given per the City Engineer's request to relocate the Air Vac to back of walk.

Construction Planned for the Next Month:

- Continuing with full depth roadway removal and base paving on E Street between 10th and 6th streets; this was due to the deficiencies in the quality and thickness of existing pavement along E Street between 6th and 10th Street were identified.
- Concrete placement of sidewalk at Kendall/Palm and rough carpentry of the bus driver restroom.
- Bus station at Shandin/E Street – Concrete placement of footings and structural slab.
- Bus Passenger Platform at Marshall/E Street, Highland/E Street and Baseline/E Street – Excavate for footings and place formwork and rebar.
- Continue with Change Order 1 – Relocate Water Meters - This work will take place on E Street and Hospitality.
- Carnegie Dr. East to Tippecanoe – Excavate, lay and backfill mainline and install backflow preventers and laterals.

Areas of Concern and Proposed Solutions:

1. Received encroachment permit from the City of San Bernardino on 01/27/12; the first contract day of construction was 12/21/11. The actual start of construction was delayed due to the permitting issue with the City of San Bernardino. Efforts are being made to recover lost time; contractor will submit a recovery schedule after approval of the baseline schedule.
2. The baseline schedule has been returned to the contractor for corrections. Contractor incorporated delay claims in the baseline and was asked to remove these items. Contractor to make corrections and resubmit schedule on June 26, 2012.
3. Caltrans Encroachment permit for Hospitality and Carnegie; received Caltrans comments on June 13, 2012.
4. Waiting for the Flood Control District Permit for the Redlands Park & Ride Station.
5. Waiting for permit from City of Riverside for Gage Canal. Submitted mylars for city signature and permit issuance.
6. Astro Motel reported their sewer lines were damaged as a result of Omnitrans construction. The CM is currently reviewing documentation and maintaining an open line of communication with Astro Motel in order find a solution to this issue.
7. Received a claim letter a property owner on E Street for loss of business. Omnitrans will be referring to their legal department for direction.

Contract Change Orders:

CCO	Description	Negotiated Cost	Time Extension Contract Calendar Days
1	Water Meter and Fire Hydrant Connections to the Main	\$2,594,555.00	0
2	Additional Insurance Requirements, prepared and processing	\$214,364.64	0
3	Electrical Service Modifications for Street Lights; prepared and processing	\$433,500.00	0
TOTALS		\$3,242,419.64	0

Potential Change Orders/Change Order Requests:

COR	Description	*Estimated Cost	Time Extension Contract Calendar Days	Status
1	Permit Plan Changes, Delta 1, requested by the City	\$489,754	TBD	Submitted to Omnitrans for approval on 05/07/12
2	Permit Plan Changes, Delta 1A, additional changes	\$150,000	TBD	JV preparing cost proposal
3	Permit Plan Changes, Delta 2, G & M Oil Gas Station and Station Utility Service Pedestals (SCE & Verizon)	\$896,930	TBD	JV to revise and resubmit cost proposal
4	Project Signs changed from Wood to Aluminum	\$3,519	TBD	Submitted to Omnitrans for approval on 04/12/2012
5	Ad Panels - rejected	0	0	Denied
6	SWPPP training	\$2,512	TBD	Proposal under review by Jacobs
7	Street Conduit Forensic study, Paid under Pay Item No. 318, closed	0	0	Denied
9	Caltrans Kendall/Palm Encroachment Permit	\$50,000	TBD	Awaiting further information
10	Revise Station Limits and Elevations	0	0	JV to confirm "no cost" change
11	Station Glass Dimension Revisions	0	0	JV to confirm "no cost" change
12	Partnering Session Supplies for Team Building	\$7,936	TBD	Submitted to Omnitrans for approval on 05/10/12
13	Station Elevation Modifications for Marshall and Baseline	0	0	JV to confirm "no cost" change
15	Electrical Plan Changes	\$80,000	TBD	JV preparing cost proposal
16	Taper revisions at Parcels B235, B237, B239	0	0	JV to confirm "no cost" change

COR	Description	*Estimated Cost	Time Extension Contract Calendar Days	Status
17	177 lf of 6" DIP missing from bid list; paid under Pay Item No. 55, closed.	0	0	Denied
18	Drainage Plan and Profile Kendall/Palm Station East	\$68,343	TBD	Under review by Jacobs
19	Lowering Catch Basin for Street Light Foundation	0	0	Denied
20	Missing bid item for 1-1/2" PVC pipe at Kendall/Palm – Denied included in Station bid item	0	0	Denied
21	Flow line modifications at Benton, Prospect, Anderson & Redlands stations	\$12,000	TBD	Designer preparing scope
22	Potholing along E Street for curb & gutter excavation, paid under Bid Item 318, closed.	0	0	Denied
24	Additional traffic signal requirements	\$59,477	TBD	Submitted to Omnitrans for approval on 05/07/12
25	Addition of two bus stops at Kendall/Palm	\$53,510	TBD	Under review by Jacobs
26	Redesign of median fountain area at Court Station	\$15,000	TBD	Designer preparing scope
27	Kendall at Palm Traffic Signal Revisions	\$10,000	TBD	Designer preparing scope
28	Kendall at Palm additional local bus station – Part 2 – electrical, landscape, signage and striping additions	\$40,000	TBD	Designer preparing scope
29	Gage Canal Changes	\$10,000	TBD	Designer preparing scope
30	Bus Stop No. 2 Revisions	\$245,000	TBD	Designer preparing scope
31	Planter curb additions at Shell Gas Station	\$8,000	TBD	Designer preparing scope
32	Graded channel at north end of Kendall/Palm	\$25,000	TBD	JV preparing cost proposal
33	E Street/North Mall Way bay taper & median removal	\$52,000	TBD	JV preparing cost proposal
34	Optional traffic signal at Hospitality and private drive	0	TBD	Designer preparing scope
35	E Street/North Mall Way bay taper	\$5,000	TBD	Awaiting info from JV
36	Flow line modifications to Hospitality at Tippecanoe, Hospitality at Carnegie, Kendall at Little Mountain and the CSUSB stations	\$48,000	TBD	Designer preparing scope
37	Out of Sequence Concrete Pours due to Existing Unforeseen Obstructions -	\$481,000	TBD	Jacobs preparing package
38	Modified Utility Plans Showing	\$382,000	TBD	JV preparing cost proposal

COR	Description	*Estimated Cost	Time Extension Contract Calendar Days	Status
	Vaults to be Replaced and water Meter As-Builts			
39	Out of Sequence Concrete Pours due to Existing Unforeseen Obstructions – Union Street	\$8,262	TBD	Under review by Jacobs
40	Curb Ramp at Northwest Corner of E Street & Rialto	\$12,000	TBD	Designer preparing scope
41	Change sbX Traffic Signal Heads from PV to LRT	\$5,000	TBD	Designer preparing scope
42	Pavement Section Along E Street from 10 th to 2 nd Street	\$760,000	TBD	Field directive sent via CM 19 on 05/18/12
43	Increase in Bid Quantities	\$50,000	TBD	Preparing documentation for submittal to Omnitrans
44	SCE Vault at North Mall Way	\$5,000	TBD	Awaiting info from JV
45	Cross Gutter at E Street and Victoria	\$20,000	TBD	Designer preparing scope
46	Eliminate Driveway Approach at Parcel C33	0	TBD	Designer preparing scope
47	Replace Driveway Approach at B251	\$10,000	TBD	Designer preparing scope
48	Steel Storage Containers	0	0	No cost/no time change. Item closed.
49	System #23 Catch Basin at E & N Mall Way	\$6,824	TBD	Under review by Jacobs
50	Shoe City Planters	\$5,647	TBD	JV tracking T & M
51	Expedite Driveway on Hospitality at STA 698+20	\$6,000	TBD	JV tracking T & M
52	Gas Station at NW Corner of E Street & Orange Show Road (Auto Center Drive)	\$100,000	TBD	Designer preparing scope
53	Demolition for Northerly Building on Parcel at NE Corner E Street & Marshall.	\$68,000	TBD	Designer preparing scope
54	Revised Architectural Drawings	0	TBD	Designer preparing scope
55	Revised Survey Control Sheets	\$20,000	TBD	Designer preparing scope
56	Increase to Artist Budget	\$5,000	TBD	Under review by Jacobs
57	Steel Plate Rentals	\$6,000	TBD	JV tracking T & M
58	Trees on Hospitality	\$5,000	TBD	Designer preparing scope
59	Route 2 Stop Revision at 9 th & E – Bus Turnout Lane	\$15,000	TBD	Jacobs preparing T&M Package
60	Concrete at Kendall/Palm Loop from 2500 to 4000 psi	\$10,000	TBD	Parsons preparing scope
61	New Cabinet at E & E Orange Show; Additional Conduit at CSUB	\$100,000	TBD	JV preparing cost proposal
62	Driveways Along North Side of Hospitality, Phase 1, Remove	\$20,000	TBD	Jacobs preparing T&M Package

COR	Description	*Estimated Cost	Time Extension Contract Calendar Days	Status
63	Irrigation Revisions Due to Meter Size Revisions at SBX Stations	0	TBD	Parsons preparing scope
64	Irrigation Revisions at CSUSB Station Due to CSUSB Irrigation Requests	0	TBD	Parsons preparing scope
65	Fire Sprinkler Restart	\$150,000	TBD	Omnitrans to provide path forward
TOTALS		\$4,582,714.00	TBD	

* Currently pricing is estimated based on Rough Order of Magnitude pending designer plans or final submittal of pricing by JV.

Contract Statistics

Contract Time

Activity	Days	Date
Notice to Proceed		11/21/11
Calendar Days per Original Contract	730	
Original Completion Date		12/21/13
Calendar Days Completed as of 20 June 2012	182	
CCO Time Extension to Date	0	
Required Completion Date as of 20 June 2012	610	12/21/13
Forecasted Completion Date as of 20 June 2012		12/21/13
Percent Time Elapsed	24.97%	

Contractor Cost

	Comments	Project Cost
Original Contract Amount		\$64,700,603.05
CCO's to Date		\$3,242,419.64
Option Pay Item 320	Approved	\$150,000.00
Total Authorization to Date		\$68,100,022.69
Option Pay Item 319	Not Yet Approved	\$157,000.00
Pending CCO's		\$4,582,714.00
Forecasted Cost at Completion		\$72,844,736.69
Contract Items as of 31 May 2012		\$9,444,624.67
Materials on Hand as of 31 May 2012		\$0
CCO's Paid as of 31 May 2012		\$610,892.26
DBE Contract Amount		\$6,473,983.70
DBE Paid to Date		\$587,750.10
DBE Contract Goal		9.15%
DBE Percentage of Total Earned to Date 31 May 2012		9.07%
Amount Earned as of 31 May 2012		\$9,444,624.67
Retention Held		\$959,962.47
Percent Complete (% paid)		13.84%

Construction Management Services Cost

	Comments	Project Cost
Original Contract Amount		\$3,898,769.00
CCO's to Date		\$1,818,196.84
Total Authorization to Date		\$5,716,965.97
Pending CCO's		\$0
Forecasted Cost at Completion		\$9,137,342.00
Total Billed as of 27 April 2012		\$1,857,037.93
DBE Contract Amount		\$789,333.00
DBE Paid to Date		\$120,419.29
DBE Percentage of Contract		13.84%
DBE Percentage of Total Earned to Date		6.48%
Percent of Budget Expended		32.48%

We added Primavera Contract Manager to assist with document control; a new server to provide the capacity to store documents at a remote location, provided additional staff for administrative and document control services, and inspection staff was also added sooner than planned. Also due to early extensive contract change orders, we added estimators to assist with estimating the costs of the change orders. The following Cash Flow Analysis shows our current billings through February 2012 and the estimate to complete through December 2013.

Progress Photos:**Park and Ride at Kendall/Palm – Bus route loop with canopies****Kendall/Palm – Rough Carpentry for bus driver restroom.**



Marshall and E Street Park and Ride - Building being demolished.



New constructed sidewalk on Kendall Dr. (southbound).



10th Street and E Street – Excavating trench for traffic signal conduit.



Highland Station North – Backfill and compact electrical trench.

**IPMO/sbX Project Costs
Forecasted through 6/30/12**

Standard Cost Category (SCC)	Description	Budget Authority (PCGA)	Current Budget	Total Spending Authority \$ %	Expenditures \$ %	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
10	GUIDEWAY & TRACK ELEMENTS	\$ 17,984,000	\$ 19,725,000	12,959,917 65.7%	1,154,179 5.9%	\$ 18,570,821	\$ 11,805,738	\$ 12,959,917	\$ (6,765,083)
10.02	Guideway: At-grade semi-exclusive (allows cross-traffic)	\$ 16,686,000	\$ 18,353,000	\$ 12,169,991 66.3%	1,060,165 5.8%	\$ 17,292,835	\$ 11,109,826	\$ 12,169,991	\$ (6,183,009)
10.03	Guideway: At-grade in mixed traffic	\$ 1,298,000	\$ 1,372,000	\$ 789,926 57.6%	94,015 6.9%	\$ 1,277,986	\$ 695,912	\$ 789,926	\$ (582,074)
20	STATIONS, STOPS, TERMINALS, INTERMODAL	\$ 17,201,000	\$ 14,917,000	13,045,338 87.5%	541,454 3.6%	\$ 14,375,546	\$ 12,503,884	\$ 13,045,338	\$ (1,871,662)
20.01	At-grade station, stop, shelter, mall, terminal, platform	\$ 17,201,000	\$ 14,917,000	\$ 13,045,338 87.5%	541,454 3.6%	\$ 14,375,546	\$ 12,503,884	\$ 13,045,338	\$ (1,871,662)
30	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	\$ 5,370,000	\$ 8,131,000	\$ - 0.0%	- 0.0%	\$ 8,131,000	\$ 8,131,000	\$ 8,131,000	\$ -
30.02	Light Maintenance Facility	\$ 1,265,000	\$ 4,265,000	\$ - 0.0%	- 0.0%	\$ 4,265,000	\$ 4,265,000	\$ 4,265,000	\$ -
30.05	Yard and Yard Track	\$ 4,105,000	\$ 3,866,000	\$ - 0.0%	- 0.0%	\$ 3,866,000	\$ 3,866,000	\$ 3,866,000	\$ -
40	SITEWORK & SPECIAL CONDITIONS	\$ 35,611,000	\$ 34,271,000	19,985,908 58.3%	7,164,850 20.9%	\$ 27,106,150	\$ 12,965,058	\$ 20,129,908	\$ (14,141,092)
40.01	Demolition, Clearing, Earthwork	\$ 4,785,000	\$ 4,741,000	\$ 455,559 9.6%	109,609 2.3%	\$ 4,631,391	\$ 345,950	\$ 455,559	\$ (4,285,441)
40.02	Site Utilities, Utility Relocation	\$ 6,245,000	\$ 4,993,000	\$ 4,488,511 89.9%	1,870,869 37.5%	\$ 3,122,131	\$ 2,617,642	\$ 4,488,511	\$ (504,489)
40.05	Site structures including retaining walls, sound walls	\$ 99,000	\$ 90,000	\$ 72,224 80.2%	- 0.0%	\$ 90,000	\$ 72,224	\$ 72,224	\$ (17,776)
40.06	Pedestrian / bike access and accommodation, landscaping	\$ 6,312,000	\$ 6,925,000	\$ 3,653,137 52.8%	349,254 5.0%	\$ 6,575,746	\$ 3,446,699	\$ 3,795,953	\$ (3,129,047)
40.07	Automobile, bus, van accessways including roads, parking lots	\$ 6,972,000	\$ 3,601,000	\$ 4,247,349 117.9%	737,885 20.5%	\$ 2,863,115	\$ 3,510,648	\$ 4,248,533	\$ 647,533
40.08	Temporary Facilities and other indirect costs during construction	\$ 11,198,000	\$ 13,921,000	\$ 7,069,128 50.8%	4,097,233 29.4%	\$ 9,823,767	\$ 2,971,895	\$ 7,069,128	\$ (6,851,872)
50	SYSTEMS	\$ 19,984,000	\$ 16,727,000	\$ 19,889,557 118.9%	1,290,140 7.7%	\$ 15,436,860	\$ 18,756,417	\$ 20,046,557	\$ 3,319,557
50.02	Traffic signals and crossing protection	\$ 11,386,000	\$ 10,810,000	\$ 5,995,557 55.5%	381,198 3.5%	\$ 10,428,802	\$ 5,771,359	\$ 6,152,557	\$ (4,657,443)
50.05	Communications	\$ 6,294,000	\$ 4,210,000	\$ 8,294,000 197.0%	859,998 20.4%	\$ 3,350,002	\$ 7,434,002	\$ 8,294,000	\$ 4,084,000
50.06	Fare collection system and equipment	\$ 2,304,000	\$ 1,707,000	\$ 5,600,000	48,944	\$ 1,658,056	\$ 5,551,056	\$ 5,600,000	\$ 3,893,000
	Contract Change Orders						\$ 3,242,420	\$ 3,242,420	\$ 3,242,420
	Pending Change Orders						\$ 4,582,714	\$ 4,582,714	\$ 4,582,714
	Allocated Contingency			\$ 9,751,140					
	Construction Subtotal (10-50)	\$ 96,150,000	\$ 93,771,000	75,631,860 80.7%	10,150,624 10.8%	\$ 83,620,376	\$ 71,987,230	\$ 82,137,854	\$ (11,633,146)
60	ROW, LAND, EXISTING IMPROVEMENTS	\$ 6,532,000	\$ 6,532,000	\$ 6,032,000 92.3%	4,814,937 73.7%	\$ 1,717,063	\$ 1,217,063	\$ 6,032,000	\$ (500,000)
60.01	Purchase or lease of real estate	\$ 6,327,000	\$ 6,327,000	\$ 5,827,000 92.1%	4,805,843 76.0%	\$ 1,521,157	\$ 1,021,157	\$ 5,827,000	\$ (500,000)
60.02	Relocation of existing households and businesses	\$ 205,000	\$ 205,000	\$ 205,000 100.0%	9,094 4.4%	\$ 195,906	\$ 195,906	\$ 205,000	\$ -
70	VEHICLES	\$ 16,628,000	\$ 16,628,000	\$ 15,505,435 93.2%	- 0.0%	\$ 16,628,000	\$ 16,628,000	\$ 16,628,000	\$ -
70.04	Bus	\$ 15,448,000	\$ 15,448,000	\$ 14,598,387 94.5%	- 0.0%	\$ 15,448,000	\$ 15,448,000	\$ 15,448,000	\$ -
70.06	Non-revenue vehicles	\$ 250,000	\$ 250,000	\$ -	-	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
70.07	Spare parts	\$ 930,000	\$ 930,000	\$ 907,048 97.5%	- 0.0%	\$ 930,000	\$ 930,000	\$ 930,000	\$ -
80	PROFESSIONAL SERVICES	\$ 58,365,000	\$ 56,702,000	54,753,620 96.6%	27,238,338 48.0%	\$ 29,463,662	\$ 27,387,481	\$ 54,625,819	\$ (2,076,181)
80.01	Preliminary Engineering	\$ 12,933,000	\$ 12,921,000	\$ 12,884,026 99.7%	12,874,858 99.6%	\$ 46,142	\$ 1,668	\$ 12,876,526	\$ (44,474)
80.02	Final Design	\$ 7,268,000	\$ 7,261,000	\$ 6,272,299 86.4%	5,097,841 70.2%	\$ 2,163,159	\$ 1,034,488	\$ 6,132,329	\$ (1,128,671)
80.03	Project Management for Design and Construction	\$ 17,622,000	\$ 15,997,000	\$ 15,997,000 100.0%	5,306,058 33.2%	\$ 10,690,942	\$ 10,690,942	\$ 15,997,000	\$ -
80.04	Construction Administration & Management	\$ 6,638,000	\$ 6,632,000	\$ 5,696,295 85.9%	1,597,852 24.1%	\$ 5,034,148	\$ 4,119,112	\$ 5,716,964	\$ (915,036)
80.05	Professional Liability and other Non-Construction Insurance	\$ 1,113,000	\$ 1,112,000	\$ 1,113,000 100.1%	- 0.0%	\$ 1,112,000	\$ 1,113,000	\$ 1,113,000	\$ 1,000
80.06	Legal; Permits; Review Fees by other agencies, cities, etc.	\$ 10,606,000	\$ 10,596,000	\$ 10,606,000 100.1%	2,361,729 22.3%	\$ 8,234,271	\$ 8,244,271	\$ 10,606,000	\$ 10,000
80.07	Surveys, Testing, Investigation, Inspection	\$ 1,464,000	\$ 1,463,000	\$ 1,464,000 100.1%	- 0.0%	\$ 1,463,000	\$ 1,464,000	\$ 1,464,000	\$ 1,000
80.08	Start up	\$ 721,000	\$ 720,000	\$ 721,000 100.1%	- 0.0%	\$ 720,000	\$ 720,000	\$ 720,000	\$ -
	Subtotal (10-80)	\$ 177,675,000	\$ 173,633,000	\$ 151,922,915 87.5%	42,203,899 24.3%	\$ 131,429,101	\$ 117,219,774	\$ 159,423,673	\$ (14,209,327)
90	UNALLOCATED CONTINGENCY	\$ 14,031,000	\$ 18,073,000	1,956,400 10.8%	- 0.0%	\$ 18,073,000	\$ -	\$ -	\$ (18,073,000)
	Subtotal (10-90)	\$ 191,706,000	\$ 191,706,000	153,879,315 80.3%	42,203,899 22.0%	\$ 149,502,101	\$ 117,219,774	\$ 159,423,673	\$ (32,282,327)
100	FINANCE CHARGES	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
	TOTAL PROJECT COST (10-100)	\$ 191,706,000	\$ 191,706,000	153,879,315 80.3%	42,203,899 22.0%	\$ 149,502,101	\$ 117,219,774	\$ 159,423,673	\$ (32,282,327)

IPMO/sbX Project Cost Report
Forecasted through 6/30/12

Description	Spending Authority		Expenditures		Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance	
	Current Budget	\$ %	\$ %						
BRT Construction	\$ 84,637,000	\$ 64,768,602	76.5%	\$ 9,661,023	11.4%	\$ 74,975,977	\$ 63,239,714	\$ 72,900,737	\$ (11,736,263)
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ -	0.0%	\$ -	0.0%	\$ 8,131,000	\$ 8,131,000	\$ 8,131,000	\$ -
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 15,505,435	93.2%	\$ -	0.0%	\$ 16,628,000	\$ 16,628,000	\$ 16,628,000	\$ -
ROW Acquisition Services	\$ 10,357,000	\$ 10,021,135	96.8%	\$ 8,593,045	83.0%	\$ 1,763,955	\$ 1,428,090	\$ 10,021,135	\$ (335,865)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,112,117	110.9%	\$ 489,601	48.8%	\$ 513,399	\$ 616,516	\$ 1,106,117	\$ 103,117
BRT Design	\$ 17,849,400	\$ 16,736,000	93.8%	\$ 15,628,814	87.6%	\$ 2,220,586	\$ 832,977	\$ 16,461,791	\$ (1,387,609)
VMF Design	\$ 1,007,600	\$ 931,190	92.4%	\$ 671,908	66.7%	\$ 335,692	\$ 396,021	\$ 1,067,929	\$ 60,329
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 33,097,296	97.3%	\$ 7,159,508	21.0%	\$ 26,860,492	\$ 25,947,456	\$ 33,106,964	\$ (913,036)
Allocated Contingency (Construction Contract)		\$ 3,250,380				\$ -	\$ -		
Unallocated Contingency	\$ 18,073,000	\$ 1,956,400	10.8%	\$ -	0.0%	\$ 18,073,000		\$ -	\$ (18,073,000)
TOTAL	\$ 191,706,000	\$ 147,378,555	76.9%	\$ 42,203,899	22.0%	\$ 149,502,101	\$ 117,219,774	\$ 159,423,673	\$ (32,282,327)



DATE: August 1, 2012 Item #E10

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Wendy Williams, Director of Marketing

SUBJECT: COLLEGE FREE PASS PROGRAM FINAL REPORT

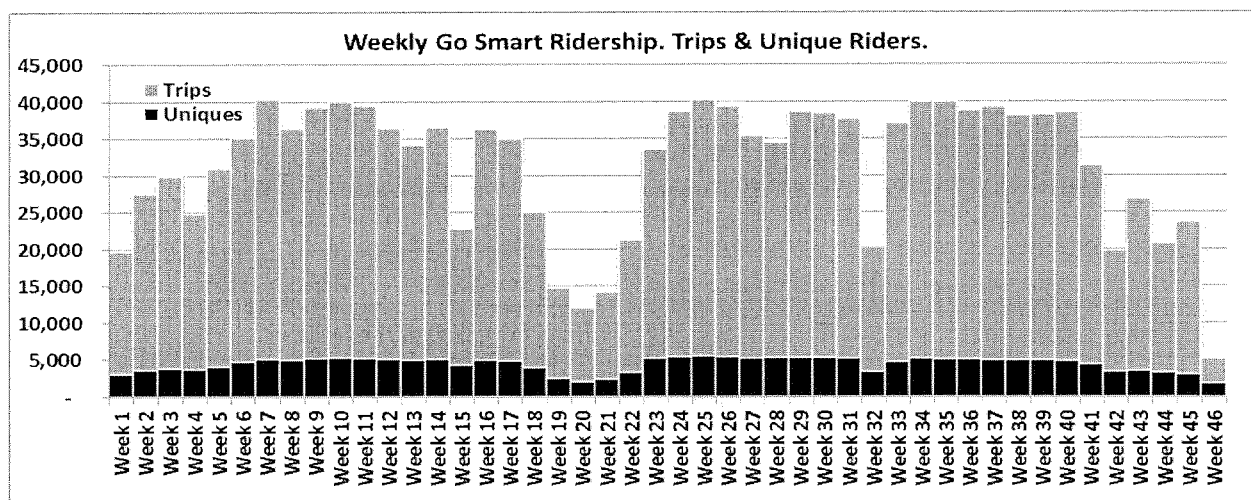
FORM MOTION

Receive and file a final report on the Omnitrans "Go Smart" college free ride pilot program for 2011-12.

This item was reviewed by the Administrative & Finance Committee at its July 9, 2012, meeting and recommended for receive and file.

BACKGROUND AND SUMMARY

With funding support from Omnitrans JPA members and participating local colleges, Omnitrans implemented a one-year pilot program offering fare free trips to enrolled students at California State University San Bernardino, Chaffey College, Crafton Hills College, and San Bernardino Valley College for the 2011-12 academic year. Approximately 1,450,000 trips were provided and attributed to over 13,500 unique ID cards. This represents approximately 25 percent of enrolled students. Refer to the chart below for weekly activity.



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Formal agreements to implement a five-year program supported by student fees were approved by governing boards at three local community colleges: Chaffey College, Crafton Hills College and Valley College. CSUSB decided not to hold a student referendum this spring due to competing ballot issues; they hope to identify funds to continue the pilot program in 2012-13.

The five-year program at community colleges will take effect August 2012. Each college will collect \$7.50 per student in fall and spring semesters. Students with less than 6 credit hours will pay \$7.00. Summer sessions will be free to students enrolled the prior spring. Students who rely on Access will receive a 20 percent discount on Access base fare ticket purchases.

Separately, The Art Institute of California-Inland Empire, located in San Bernardino, has agreed to a one-year program following a successful two-month pilot program. Interest from Loma Linda University prompted two meetings inviting them to consider a pilot program as early as fall 2012.

An estimated 140 tons of carbon emissions were eliminated as a result of the program due to fewer auto trips to campuses. Omnitrans will produce emission reduction data reports in July for each individual contributing JPA member so that they can submit as required by the South Coast Air Quality Management District, the source of AB2766 funds used.

Funding Commitment from JPA members

JPA Member	Amount	Status
County of San Bernardino	\$8,000	Paid
Chino	\$18,375	Paid
Chino Hills	\$8,175	Paid
Colton	\$14,895	Paid
Fontana	\$93,165	Paid
Grand Terrace	\$5,775	Paid
Highland	\$12,000	Paid
Loma Linda	\$12,180	Paid
Montclair	\$7,305	Paid
Ontario	\$40,830	Paid
Rancho Cucamonga	\$91,545	Paid
Redlands	\$15,000	Paid
Rialto	\$51,375	Paid
San Bernardino	\$141,765	Paid
Upland	\$23,445	Paid
Yucaipa	\$34,725	Paid
TOTAL	\$578,555	

MV: WW



DATE: August 1, 2012

Item #E11

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer M. Sims, Director of Procurement *[Signature]*

SUBJECT: AUTHORIZE RELEASE, RFP-PLN13-03, ALTERNATIVES ANALYSIS OF ROUTE 61 (HOLT BOULEVARD/SAN BERNARDINO AVENUE) CORRIDOR

FORM MOTION

Authorize the CEO/General Manager to release RFP-PLN13-03 for Alternatives Analysis of Route 61 (Holt Boulevard/San Bernardino Avenue) Corridor.

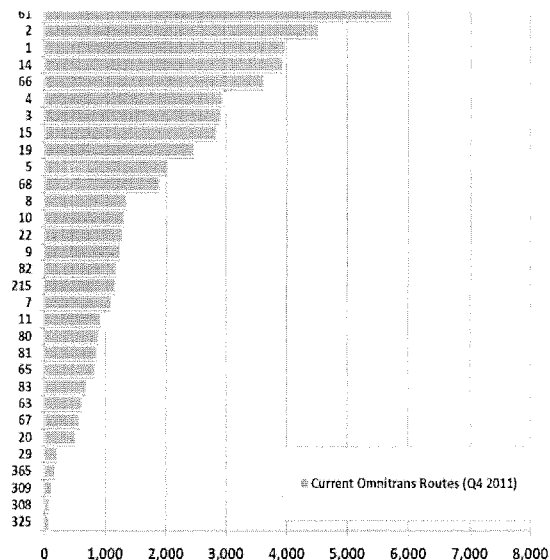
This item was reviewed by the Administrative and Finance Committee at its July 9, 2012, meeting and recommended to the Board of Directors for approval.

SUMMARY AND BACKGROUND

The 20.4 mile long Holt Boulevard/San Bernardino Avenue corridor (generally following Omnitrans Route 61 from the Fontana Transit Center to the Pomona Transit Center) was identified in Omnitrans' 2009 *System-Wide Transit Corridor Plan for the San Bernardino Valley* as a corridor with high potential for the development of major fixed route transit investments.

This corridor has the highest ridership in the Omnitrans system (5,742 average daily boardings in Quarter 4 of Calendar Year 2011; Figure 1), connects to two major Metrolink stations (Pomona and Fontana), and passes through the two cities in the Valley with the highest projected population growth rates (Ontario and Fontana; Figure 2) and the City with the highest projected employment growth rate (Ontario; Figure 3).

Figure 1: Omnitrans Average Weekday Ridership by Route¹



Omnitrans route level data is from Calendar Year 2011, Quarter 4.

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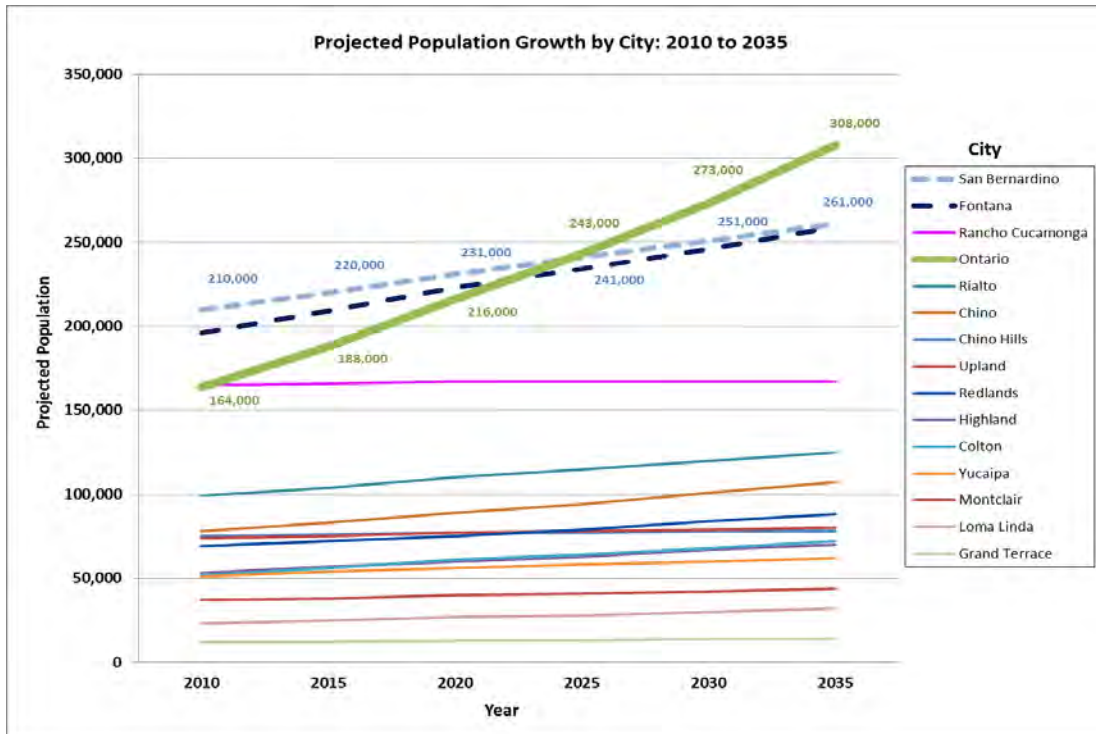


Figure 2

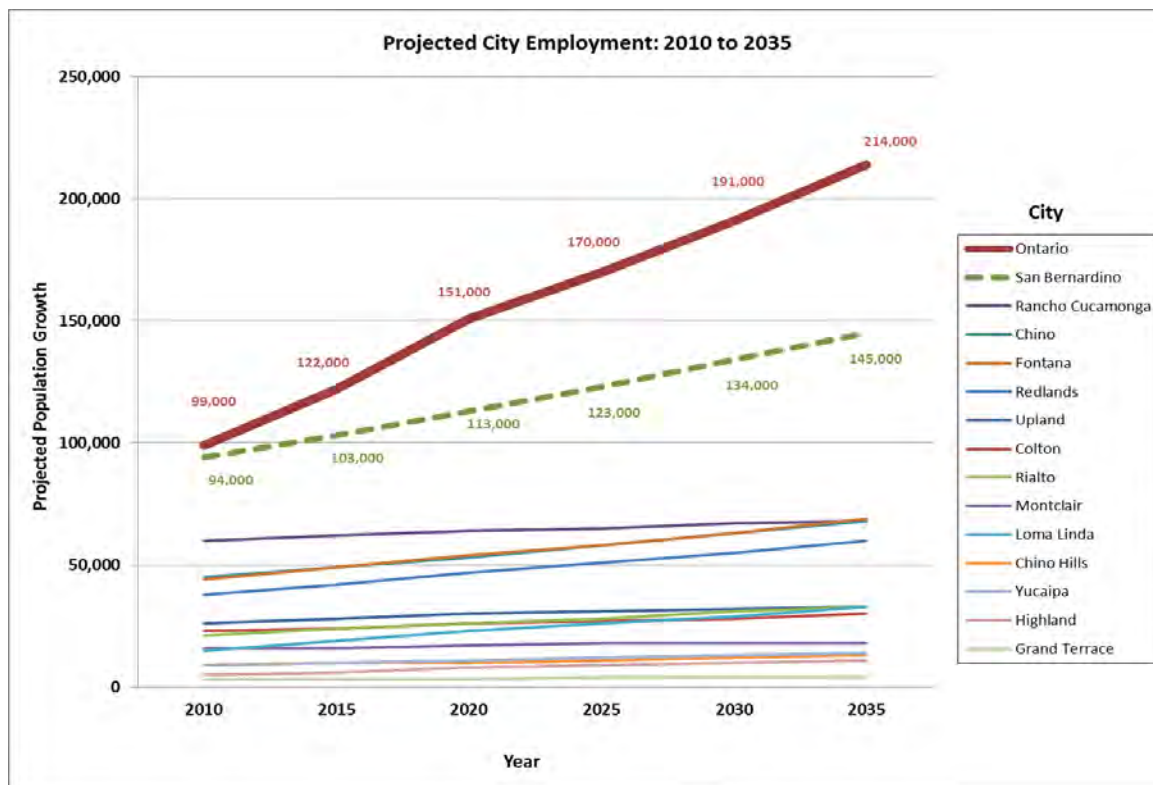


Figure 3

Source: Southern California Association of Governments (SCAG) projections, 2012

In October 2011, the City of Ontario began work on the Holt Boulevard Mobility & Streetscape Strategic Plan, using a Community Based Transportation Planning grant from Caltrans. The purpose of the study is to evaluate alternatives for a future vision for the Holt Boulevard corridor, a 4.5 mile segment from the Montclair/Ontario city boundary to the I-10 freeway. The City's study is expected to be completed in December 2012.

The City of Fontana is currently beginning work on a Valley Boulevard/Sierra Avenue Land Use Study, using a grant from the SCAG Compass Blueprint program. The Valley Boulevard corridor, including Kaiser Hospital, is a major activity center adjacent to the Route 61 corridor. The concept for the Specific Plan encompasses the idea of transit oriented development surrounding the hospital and along the Valley corridor, and will incorporate existing and future planned transit services into the study.

In October 2011, Omnitrans received an \$850,000 grant from the Federal Transit Administration for an Alternatives Analysis for the corridor. A formal Alternatives Analysis is required for funding applications for the federal New Starts and Small Starts grant programs, which are the most commonly used grant programs for funding bus rapid transit projects.

The Alternatives Analysis process will build off of the work completed by the cities of Ontario and Fontana, as well as coincide with other ongoing plans and projects in the region, including but not limited to: the City of Pomona Bus Stop Improvement Program, the City of Pomona Corridors Specific Plan, and the SCAG Sustainable Communities Strategy/Regional Transportation Plan. The Alternatives Analysis will integrate with other completed and ongoing studies to develop a strategy for the corridor to qualify for federal funding for implementation.

The Alternatives Analysis process will leverage the above partnerships to streamline the Alternatives Analysis process, while containing a thorough analysis of alternatives throughout the corridor from Fontana to Pomona. A broad range of partner agencies and stakeholders will be involved in the process, including the following: SANBAG; SCAG; the Ontario International Airport; and the cities of Fontana, Ontario, Rancho Cucamonga, Montclair, and Pomona.

The outcome of the Alternatives Analysis process will be the selection of a Locally Preferred Alternative, a physical design concept and scope for a major transit investment, that will result in travel time savings, increased ridership, population/employment growth, transit oriented development opportunities, economic development, and cost effectiveness, and will qualify for federal funding.

FUNDING SOURCES

Funding for this project is as follows:

AGENCY	FUNDING SOURCE	PROJECT NAME	AMOUNT
FTA	FTA 5339 Alternatives Analysis Grant	Holt Boulevard/4 th Street Corridor Alternatives Analysis	\$850,000
Omnitrans	LAIF - LTF		\$450,000

RSW

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

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

PROPOSAL EVALUATION

- Qualifications of Firm, Experience and Financial Stability
- Project Staffing and Project Organization
- Project Understanding and Approach (Technical Proposal)
- Price
- Interviews/Presentations
- References

PROPOSED TIME LINE

August 1, 2012:	Request for Proposal (RFP) Available
August 13, 2012:	Pre-Proposal Conference, 9:00 a.m.
August 29, 2012:	Deadline for Request for Information, Clarification
September 14, 2012:	Proposals Due Date, 11:00 a.m.
October 2, 2012:	Presentation/Interview
December 5, 2012:	Target Contract Award Date
December 14, 2012:	Notice to Proceed
January 7, 2013:	Contract Start Target Date
January 9, 2015:	Contract Completion Date

RECOMMENDATION

For the foregoing reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to release RFP-PLN13-03 for Alternatives Analysis of Route 61 (Holt Boulevard/San Bernardino Avenue) Corridor.

MV:RK:CV



DATE: August 1, 2012 Item #E12

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

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

SUBJECT: **AUTHORIZATION FOR AWARD – CONTRACT NO. PRC13-24,
ELECTRONIC ONLINE PROCUREMENT SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contract PRC13-24, with PlanetBids, Inc., Woodland Hills, CA, for the provision of Electronic Online Procurement Services under San Diego County Regional Airport Authority Agreement 800298 OB. The term of the contract will be a three-year base period, beginning on or about September 1, 2012, and ending no later than January 31, 2015, in the amount of \$188,755, with the lead agency to exercise two (2) one year extensions to January 31, 2017, in the amount of \$121,895. The total for the five (5) year contract is not-to-exceed \$310,650.

This item was reviewed by the Administrative & Finance Committee at its July 9, 2012, meeting and recommended to the Board of Directors for approval.

SUMMARY AND BACKGROUND

PlanetBids provides a modular suite of leading e-Procurement solutions to help small to large State/Local Government agencies automate and better manage the complete bidding process of goods, services, and construction related projects, cost effectively and efficiently. All of the solutions offered are intuitive, comprehensive and streamlined to fulfill tasks in a timely manner, increase productivity, effectively manage and reduce the agencies spend and automate the DBE reporting requirements. To streamline operations and avoid double entry of data with third party systems, PlanetBids integrates with our current financial system, to further enhance the SAP template solution.

This system will help our procurement staff to better communicate with vendors and identify savings in the sourcing process. Staff will be able to quickly manage the process of issuing, monitoring, and awarding formal and informal bids. Vendors will be able to interactively search, view, download, and respond to solicitations securely over the internet. Some of the key features and benefits are:

- Vendor Registration and Profile Management

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- Greater Outreach to PlanetBids Vendors
- Bid Document Distribution
- Automatic Addendum Notification and Acknowledgments
- Custom E-Mail Notifications
- Online Question & Answer Management
- Hosted Solutions – completely maintained on PlanetBids state of the art servers
- Flexible and configurable
- Quick Setup and Training

The contract is attached and provides a breakdown of the costs and how the funds will be spent over the life of the five-year contract. The chart within the contract also shows the modules that will be purchased and the cost associated with each module.

FUNDING SOURCES

The required supplies will be budgeted in the Information Technology Department's operating budget for each respective year:

Department 1320
Expenditure Code 505170

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

This acquisition meets the requirements of Omnitrans' Procurement Policy and Procedures.

California Government Code § 6502 authorizes the use of state or local government purchasing schedules when a State or local government has established an agreement in which the vendor agrees to provide an option permitting other government agencies to acquire specific property or services in the future at established prices. On December 1, 2011, San Diego County Regional Airport Authority issued a Request for Proposal to provide a cooperative contract for Electronic Online Procurement Services. The RFP was advertised and responses were evaluated according to the evaluation criteria listed in the RFP documents. On March 14, 2012, San Diego County Regional Airport Authority executed a contract with an initial base period of three (3) years with two (2) additional one-year periods through January 31, 2017.

CONCLUSION

For the foregoing reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to award Contract PRC13-24, with PlanetBids, Inc., Woodland Hills, CA, for the provision of Electronic Online Procurement Services under San Diego County Regional Airport Authority Agreement 800298 OB. The term of the contract will be a three-year base period, beginning on or about September 1, 2012, and ending no later than January 31, 2015, in the amount of \$188,755, with the lead agency to exercise two (2) one year extensions to January 31, 2017, in the amount of \$121,895. The total for the five (5) year contract is not-to-exceed \$310,650.

JS:JC

SUPPORT SERVICES AGREEMENT

This SUPPORT SERVICES AGREEMENT ("Agreement"), which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the 2nd day of July, 2012, by and between PLANETBIDS, INC., a California corporation, ("PlanetBids") and the following customer ("Customer") for the period from August 1, 2012 to July 31, 2015. Customer shall have the option to extend the term of this Agreement for two (2) additional one-year option periods, each to be exercised at the sole discretion of Customer.

Customer Name:	<u>Omnitrans</u>
Street Address	<u>1700 West Fifth Street</u>
City, State ZIP	<u>San Bernardino, CA 92411</u>
Department:	<u>Finance/Purchasing</u>
Principal Contact:	<u>Jennifer M. Sims, C.P.M.</u>
Title:	<u>Director of Procurement</u>
Term of Payment:	<u>Net 30 Days</u>

THEREFORE, PlanetBids and Customer agree as follows:

1. PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement and in accordance with all applicable laws, rules and regulations.

a) "Services" shall include the following: 1) use of the PlanetBids "BidsOnline™" Vendor and Bid management system (BidsOnline) for the purpose of vendor registration, posting and tracking Bid Requests and other information on Customer's website or private internet network, 2) up to eight (8) licensed user access to and use of the BidsOnline™ system by the Customer's Procurement Department, 3) ability to process and distribute Bid Requests to additionally available PlanetBids suppliers within their selected categories at no additional cost, 4) Access and use of the Contract Management with Compliance module, Business Certification Management module, Insurance Certificate Management module, RFP Evaluation add-on, Advanced Public Works e-Bidding module, and 5) unlimited Customer Read-Only User licenses.

b) PlanetBids shall have access and the right to market or otherwise promote any or all of its services to any vendor or supplier of Customer that registers with BidsOnline via Customer's website. PlanetBids will not sell vendor data to any third parties without prior written consent from Customer.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, except for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that Customer reports. **PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the**

inadvertent disclosure, corruption or erasure of data transmitted, received or sorted on the BidsOnline™ system.

d) PlanetBids may make improvements and/or amendments to the BidsOnline™ system at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of these terms and conditions will automatically apply to all improvements, amendments and/or optional services as they appear.

e) PlanetBids represents that the Services will conform to the minimum specifications and standards of performance set forth in Exhibit "A" attached to this Agreement and incorporated herein by reference.

PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

2. Fees and Payments.

- a) **Support Fees.** Customer agrees to pay to PlanetBids the total amount of \$74,325.00 for the initial Year 1 term of this Agreement, which fees shall be due and payable 30 days from the time of execution of this Agreement, as set forth in Table (A), except as otherwise specified below, and include the following;
- 1) **Set-Up Fee.** Customer shall pay a one-time set-up fee of \$19,000.00 (discounted from \$30,000.00) for;
 - a) The installation, configuration and testing of the BidsOnline system link to Customer's website, plus administrator set-up and a one-time online user training up to eight (8) users.
 - b) A one-time set-up and online training up to eight (8) users for the Contract Management with Compliance module, Business Certification Management module, and Insurance Certificate Management module, as set forth in Table (A). The RFP Evaluation add-on and the Advanced Public Works e-Bidding module, in this agreement, included with the BidsOnline system. Further details are available in the Statement of Work (Exhibit "A").
 - 2) **Service Fee Payment.** Customer agrees to pay a service fee of \$55,325.00 for the initial Year 1 term of this Agreement, for the use of the BidsOnline system. The service fee also includes Contract Management with Compliance module, Business Certification Management module, Insurance Certificate Management module, RFP Evaluation add-on, Advanced Public Works e-Bidding module and unlimited Read-Only User licenses for use by Customer. Year 2 and Year 3, as well as optional Year 4 and Year 5 are offered at fees as set forth in Table (A).
- b) **Support Fees for Option Term.** If the term of this Agreement is extended pursuant to Customer's exercise of one or both extension options, Customer shall pay the amount for the applicable option individually for Year 4 and Year 5, as set forth in Table (A) below, 30 days from execution of the extension of the term of this Agreement. Execution of the extension shall be requested in writing by Customer at least 30 days prior to the end of the existing term year of this Agreement. The total amount for the two (2) option terms shall not exceed \$121,895.00.
- c) **Total Support Fees for Initial and Option Term.** The total not-to-exceed amount for the initial three (3) year term of this Agreement, plus the two (2) option terms shall not exceed \$310,650.

Table (A)

PlanetBids eProcurement Modules	SETUP	Year 1	Year 2	Year 3	Year 4 Option	Year 5 Option	TOTAL
Vendor & Bid management - Base Year 1		\$24,825					\$24,825
Vendor & Bid management - Base Year 2			\$26,065				\$26,065
Vendor & Bid management - Base Year 3				\$27,365			\$27,365
Vendor & Bid management - Option Year 4					\$28,730		\$28,730
Vendor & Bid management - Option Year 5						\$30,165	\$30,165
Unlimited Read Only Users		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
One time Set Up & Configuration Fee	\$3,500						\$3,500
Contract Management Compliance – Base Year 1		\$12,500					\$12,500
Contract Management Compliance – Base Year 2			\$12,500				\$12,500
Contract Management Compliance – Base Year 3				\$12,500			\$12,500
Contract Management Compliance – Option Year 4					\$13,000		\$13,000
Contract Management Compliance – Option Year 5						\$13,000	\$13,000
One time Set Up & Configuration Fee	\$8,500						\$8,500
Business Certification Management – Base Year 1		\$8,500					\$8,500
Business Certification Management – Base Year 2			\$8,500				\$8,500
Business Certification Management – Base Year 3				\$8,500			\$8,500
Business Certification Management – Option Year 4					\$9,000		\$9,000
Business Certification Management – Option Year 5						\$9,000	\$9,000
One time Set Up & Configuration Fee	\$5,500						\$5,500
Insurance Certification Management – Base Year 1		\$4,500					\$4,500
Insurance Certification Management – Base Year 2			\$4,500				\$4,500
Insurance Certification Management – Base Year 3				\$4,500			\$4,500
Insurance Certification Management – Option Year4					\$4,500		\$4,500
Insurance Certification Management – Option Year5						\$4,500	\$4,500
One Time Set Up & Configuration Fee - Insurance Certification Management	\$1,500						\$1,500
TOTAL	\$19,000	\$55,325	\$56,565	\$57,865	\$60,230	\$61,665	\$310,650

d) Additional Services; Fees. If requested by Customer, in writing, PlanetBids will provide any or all of the following additional services:

- 1) Special customization work-up shall be provided at PlanetBids' current standard rates pursuant to an estimate provided by PlanetBids.
- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available as of today at the rate of \$500.00 for up to 3 hours online, or \$1,475.00 for up to 3 hours per class plus reasonable travel, living and parking expenses of the instructor, as applicable.

- 3) PlanetBids will record at no cost a back-up copy of all data appearing on Customer's website on a daily basis. Services related to the retrieval or restoration of any of Customer's data from such back-up files are available at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than \$125.00 per hour.
- 4) A late fee of 3% per month will be charged on the total amount due if payment is not received within the terms of this Agreement.

3. Use of Services.

- a) PlanetBids is not responsible for the content and/or transactions on Customer's website. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and to remove content which PlanetBids reasonably determines to be offensive, harmful or otherwise in violation of its operating policies and terminate this Agreement.
 - 1) PlanetBids shall have the right to impose reasonable rules and regulations from time to time regarding the use of the Services, and shall promptly provide copies of any such rules to Customer. Customer agrees to comply with all such rules and regulations and with applicable laws, ordinances and regulations related to the use of Services and not make any unauthorized commercial use of the Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (1) post information anonymously or under a false name; (2) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability.
 - 2) If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.
 - 3) Customer represents and warrants (a) the information provided is current, complete and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.
 - 4) In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.
 - 5) Upon request, provide PlanetBids with a record of all transactions and payments related to Bid Requests made through the use of the Services.
 - 6) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.
- b) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS." PLANETBIDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR

OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK. FURTHER, PLANETBIDS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE SERVICES OR SITES LINKED THERETO.

- b) PlanetBids does not at any time come into possession of the products or services acquired through the Services and is not aware of the specific use to which those items will be put. In using the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates harmless from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of, or in any way connected with, Bid Requests and uncompleted or completed transactions related to the Services.

4. **Termination.** This Agreement may be terminated by either party by providing the non-terminating party with no less than thirty (30) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein.

5. **Confidentiality.** PlanetBids shall take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids. Further, PlanetBids will have the right to use any Customer's name in connection with the advertising or promotion of the Services, provided PlanetBids obtains Customer's prior written approval of all such advertising or promotions. Furthermore, PlanetBids shall include a statement on all advertising and promotions that includes Customer's name or logo, that such advertising or promotion is not an endorsement by Customer of the services.

6. **Copyright Protection.** The BidsOnline™ system and all materials appearing on the PlanetBids website are protected by worldwide copyright laws and related international treaties. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

- a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, the BidsOnline™ system or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software or tools accessible or available through the Services.
- b) Special use requests should be sent to customerservice@PlanetBids.com. Permission to use shall be granted in the sole discretion of PlanetBids.

7. **Security.**

- a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. Firefox 3.5+ (or better) and Internet Explorer 8.0+ (or better) support the SSL protocol and are acceptable, but we recommend that you use the latest browsers to ensure that you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

- b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its user names and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its user name and password, but the Customer shall be responsible for all activity and charges incurred by such employees. Permitting third parties to use the Services is prohibited and a violation of this Agreement.
- c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at customerservice@PlanetBids.com. Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

8. Other Provisions.

- a) **Notices.** PlanetBids shall provide notice to Customer via email, or at its discretion, via certified U.S. Mail, to the address provided on the membership registration or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending it via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.
- b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.
- c) **No Waiver.** The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the these terms and conditions shall remain in full force and effect.
- d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in Los Angeles, California.
- e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.
- f) **Indemnification.** Each party shall hold harmless, defend, indemnify and hold the other party and its officials, officers, employees, consultants, subcontractors and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, arising out of any gross negligent acts or omissions or willful misconduct of indemnifying party or its officials, officers, employees, consultants, subcontractors and agents arising out of or in connection with the performance of this Agreement.

- g) **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by all parties or their successors in interest.
- h) **Authority.** The individuals executing this Agreement for each party or entity are duly authorized representatives and each such individual has the requisite authority to enter into this Agreement on behalf of his or her principal.

**Signature Page
To
PlanetBids
Support Services Agreement**

AGREED effective as of the date first written above.

PLANETBIDS, INC.

CUSTOMER: Omnitrans

By: _____
Alan Zavian, President & CEO

By: _____

(Name)

(Title)

(Date)

(Date)

EXHIBIT "A"

STATEMENT OF WORK FOR SETUP, IMPLEMENTATION AND TRAINING

1. BidsOnline™ Vendor and Bid Management Access Services:

PlanetBids rate for maintaining the BidsOnline vendor and bid management system is based upon an unlimited number of monthly transactions (Bids) and up to eight (8) registered users. BidsOnline Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, maintenance, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting BidsOnline, maintaining the network, hardware and software infrastructure
- Customer Service – “Level 2” Customer and vendor support is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Section 4 of this exhibit for Help Desk definitions below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, BidsOnline system questions.
- System requirement - Adobe Flash Player 11.0+ is required and available for free at www.adobe.com.

2. BidsOnline Set-up, Implementation and Training:

- PlanetBids will initially load up to eight (8) users, for Customer
- PlanetBids will provide an up to 4 hours online training for BidsOnline user administration and additional modules outlined in Section 5 of this Exhibit..

BidsOnline set-up, implementation and training is further defined below:

A. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager within _____ days of commencement of this Agreement, for customer project manager's review and approval. Customer will be required to submit information according to the mutually agreed upon project management schedule. Upon completion and review of the BidsOnline vendor and Bid management system by Customer, PlanetBids will train all assigned users on-site at the Customer's training facility.

B. System implementation and administration

PlanetBids will enter and configure Customer requirements into BidsOnline vendor and bid management system for up to eight (8) users for Customer.

The following implementation services will be provided by PlanetBids to Customer:

- a. Setup PlanetBids portal and provide links for Customer to activate from its website.
- b. Online configured vendor registration form and ability to have vendors maintain their profiles.
- c. Access to complete management tools for all customer users (i.e. buyers, project managers...).

- d. Access to customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. BidsOnline™ vendor and bid management system users and vendor support for the duration of the contract.

3. Professional Services:

If requested in writing by Customer, PlanetBids will provide consulting services for custom reports or BidsOnline vendor and bid management system customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at a rate of \$125/hour, billed in 1 hour increments. No work will begin on professional services before a mutually agreed-upon statement of work is completed and an Amendment to this Agreement is executed by both parties. All reasonable on-site travel expenses will be passed-through to Customer. No travel will be expensed without the prior written approval of Customer's management.

4. Help Desk:

The PlanetBids Help Desk is available for "Level 2" Customer support (as defined below) via our toll-free telephone number from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday. Email Support is available through support@PlanetBids.com and on-line help services are also available.

Customer will be responsible for all "Level 1" support:

- Level 1 support attempts to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). More complex, technical questions shall be directed by Customer to a PlanetBids Level 2 support representative.

A PlanetBids representative will be responsible for all "Level 2" support:

- Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. BidsOnline system administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required at no additional cost to Customer or vendors.

5. Additional Module(s):

The same terms and conditions outlined in this Exhibit A shall also apply to the Contract Management with Compliance module, Business Certification Management module, Insurance Certificate Management module, RFP Evaluation add-on, Advanced Public Works e-Bidding module, and the unlimited Read-Only User licenses for use by Customer.



DATE: August 1, 2012 Item #E13

TO: Board Chair Dick Riddell and
Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Milind Joshi, sbX Program Manager *[Signature]*

SUBJECT: **AUTHORIZE CHANGE ORDER 2, IPMO11-1, VEHICLE
MAINTENANCE FACILITY MODIFICATION ARCHITECHTURAL
AND ENGINEERING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to ratify Change Order No. 2 to increase the base Contract IPMO11-1 amount with STV, Inc., of Rancho Cucamonga, California, for the provision of additional engineering services for the East Valley Vehicle Maintenance Facility modifications for the sbX E Street Corridor BRT Project by \$19,839; and

Delete Option 1 in the amount of \$19,839 for the provision of conducting Hydrology/Storm Water Data related work.

This item was reviewed by the Administrative & Finance Committee at its July 9, 2012, meeting and was recommended to the Board of Directors for approval.

SUMMARY AND BACKGROUND

On January 5, 2011, the Board of Directors authorized the CEO/General Manager to award Contract IPMO11-1 to STV, Incorporated, of Rancho Cucamonga, California to provide architectural and engineering services for the East Valley Vehicle Maintenance Facility (VMF) modifications design, engineering support services during construction, and development of plans and procedures for start-up, operations, and maintenance of modifications to support the 60-foot articulated coaches for the sbX E Street Corridor BRT Project in an amount of \$951,029, including one (1) optional service to prepare a hydrology/storm water data report, a 10 percent contingency of \$95,103, to cover possible design changes, and a 3.27 percent Omnitrans Cost Allocation Plan (CAP) of \$34,209, for a total not-to-exceed amount of \$1,080,341.

During the design development process, it was determined that Hydrology/Storm water data related services were not necessary, thereby reducing the contract value by \$19,839. Instead, it was determined that additional engineering services were necessary to comply with the City of San Bernardino's Planning Department requirements pertaining to the review performed by Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411

Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779


Design Review Committee (DRC) and the necessary coordination during public review and comments period. The estimated cost to provide these additional services was not-to-exceed \$19,839.

CONCLUSION

Therefore, it is recommended that the Board of Directors authorize the CEO/General Manager to ratify Change Order No. 2 to increase the base Contract IPMO11-1 amount with STV, Inc., of Rancho Cucamonga, California, for the provision of additional engineering services for the East Valley Vehicle Maintenance Facility modifications for the sbX E Street Corridor BRT Project by \$19,839; and

Delete Option 1 in the amount of \$19,839 for the provision of conducting Hydrology/Storm Water Data related work.

MV:MJ

 Omnitrans STANDARD CONTRACT 1700 West Fifth Street San Bernardino CA 92411	<input type="checkbox"/> New	Change Order NO. 2				Contract Number IPMO11-1
	<input checked="" type="checkbox"/> Change					
	<input type="checkbox"/> Cancel					
	Omnitrans Department Integrated Project Management Office		Dept. No. 9030		Project Vehicle Maintenance Facility Modification A&E Services	
Director of Procurement Approval	Omnitrans Procurement Representative Debra Nicastro, Sr. Contracts Specialist		Telephone (909) 963-5234		Total Contract Amount \$1,046,029.00	
	Contract Type: Time and Material Not-to-Exceed (NTE)					
Change Order Start Date	Contract Start Date January 5, 2011		Contract Completion Date April 30, 2013	Previous Contract Amount \$1,046,029.00	Amount of this Change Order No Cost Change Order	

THIS RATIFICATION CHANGE ORDER NUMBER 2 IS ISSUED TO THE ORIGINAL AGREEMENT to specifically include certain additional requirements to Articles 2, 4 and 11, as they are listed in this Change Order, and is entered into in the State of California by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name

STV _____ hereinafter called _____ Contractor

Address _____

9130 Anaheim Place, Suite 210 _____

Rancho Cucamonga, CA 91730 _____

City, State, & Zip Code _____

(909) 484-0660 13-1986759 _____

Telephone Federal ID No. _____

- 2. SCOPE OF SERVICES** - This Change Order No.2 is issued to delete Bid Option No. 1 *Hydrology/Storm Water Data* and replace with additional *Engineering Services* to the original scope of work:

Replace Bid Option No.1 with additional Engineering Services to the original scope of work:
 STV shall provide engineering services which shall include coordination with the City of San Bernardino and Omnitrans to secure Development Permit #2 for the Vehicle Maintenance Facility improvement, additional design and plan check due to City of San

CHANGE ORDER NO.2
CONTRACT IPMO11-1

Bernardino's reversals of approval (i.e., site's replacement oil water separators, new water quality discharge standards, etc.).

Basis for change: to delete Option No. 1 *Hydrology/Storm Water Data* and replace with Option No. 1 additional *Engineering Services*.

The scope of this change shall abide by all standards and requirements as set forth in the original contract plans and specifications except for the changes noted within this Change Order.

4. SCHEDULE AND TIME OF COMPLETION: No change to original agreement.

11. COMPENSATION (Section E)

CONSULTANT COMPENSATION SCHEDULE

Bid Option No. 1:

Delete: **Hydrology Water Data**

Add: **Additional Planning Work
(Time and Materials –NTE)**

The following is the Labor Cost Breakdown for additional Engineering Services. The total dollar amount of Bid Option No.1, \$19,839.00 is included in the contract amount of \$1,046,029.00.

City Design Review Committee Effort	\$	13,883.00
City Design Revisions After City Approval	\$	<u>5,956.00</u>
Total Not-To-Exceed Amount for Bid Option No. 1	\$	19,839.00

Payment Terms for Bid Option No. 1 additional Engineering Services shall be on a Time and Material basis as specified in Attachment A - STV Proposal dated April 3, 2012.

When submitting Payment Applications the Consultant shall submit timesheets with names and hourly rates of the Consultants employees and/or the Consultants' subcontractor employees who work on this Change Order No. 2 in accordance with the invoicing requirements within the terms and conditions set forth in Contract No. IPMO11-1.

There is no additional net impact to the original Contract.

All original Terms and Conditions of the existing Contract remain in full force and effect. This Change Order No. 2 is a contractual change to an existing agreement between Omnitrans and the Contractor, and all previously operative contract provisions shall apply hereto unless specifically exempted or otherwise previously amended. The amount and time changes indicated herein, if any are allowed, are the maximum agreed to by both Omnitrans and the Contractor for the changes required herein.

The Contractor hereby releases Omnitrans in perpetuity from all claims, demands, or causes of action arising out of the transactions, events, and occurrences giving rise to this Change Order

CHANGE ORDER NO.2
CONTRACT IPMO11-1

No. 2. This written change order is the entire agreement between Owner and Contractor with respect to this Change Order No. 2, exclusively.

Instructions: Print two copies, sign both originals of this Change Order No. 2, and return both signed originals to Omnitrans' Sr. Contracts Specialist, within ten (10) business days.

IN WITNESS WHEREOF, OMNITRANS and the CONTRACTOR have each caused this Change Order No. 2 to Contract IPMO11-1 to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

By: _____

Print Name:

Milo Victoria

Print Title:

CEO/General Manager

Date: _____

STV

By: _____

Print Name:

David L. Borger

Print Title:

Senior Vice President

Date: _____

ATTACHMENT A
STV Proposal dated April 3, 2012
(Three Pages)

End of Attachment A

April 3, 2012

Bart Hayashi
Planning Manager
Omnitrans - sbX Project Office
201 North E Street, Suite 202
San Bernardino, CA 92401

Re: Vehicle Maintenance Facility Modification A&E Services
Contract IPM011-1

Dear Mr. Hayashi,

STV is nearing completion of all design tasks and agency approval for the modification of the East Maintenance Facility and we will be supporting project bidding and award over the next several months. As per our discussions last week, there have been a number of unanticipated events that have occurred to this point that were not included in the Task 1 scope of STV's services for this project. At this time we would like to present these for your consideration as justification for exercising Bid Option #1.

At the time we negotiated the Contract both STV and Omnitrans recognized that there existed a possibility that the City of San Bernardino might encumber the project with unforeseen approvals. A line item was added to the Contract as Bid Option #1. At that time our collective best guess was that the additional approval would be related to stormwater management or quality. Accordingly this descriptor was added to the task. As it turns out our notion was partially correct as relates stormwater quality, but other approvals were required. These are detailed below and are the basis of this request.

Most notable have been the reversals of opinion and requirements forthcoming from the City of San Bernardino. Last summer your predecessor, Jason Lee, and I met with City agency leads from the Community Development Department including Building, Planning, and Engineering. We also reviewed the project with the Water Department and other utilities. These meetings were conducted so that our design team could move forward with the design efficiently to meet your schedule for advertisement and the design budget. We in fact accomplished our goal of having the project poised for advertisement at the end of 2011, with a few minor remaining issues, none of which effected the design or its bidability. Since early 2012 we have been through several rounds of dialog with the City while they decided what to do with the project from the perspective of the Planning Department. Our early meeting with the City indicated no change of use and hence no review or encumbrances from Planning. As we are all now well aware, several conditions of approval have been placed on the project. While the engineering effort for these has been relatively minor, the amount of additional time spent in producing submittal packages,

attending meetings (both formal and at the City's request to clarify design elements) has been truly significant.

We have likewise expended additional design and plan check effort due reversals of approval by the City. Most notable among these was the approval of the site's replacement oil water separators, the subsequent requirement to have the systems conform with new water quality discharge standards (metals and chemical compounds), and then a third reversal which eliminated the technologically apt solution, replacing it at the City's direction with a simple clarifier system. It is approved for now, but in this instance our plumbing, electrical, structural, and civil drawings all we affected as well as our specifications.

In light of these issues we offer the following analysis of the effort required for each change. We hope that the delineation of personnel and hours to task is sufficient to support our request.

City DRC/Planning Effort

Name/Title	Rate	Hours	Total
Mark Peterson, Project Manager	\$ 197.29	16	\$ 3,157
Mark Guerrero, Proj. Architect	\$ 183.77	40	\$ 7,351
Jason Yeager, Archt'l Designer	\$ 84.01	12	\$ 1,008
Kevin Flynn, Engineering Designer	\$ 84.01	20	\$ 1,680
Robert Fee, Sr. Electrical Engineer	\$ 171.80	4	\$ 687
TOTAL			\$ 13,883

City Revisions After Approval

Name/Title	Rate	Hours	Total
Mark Peterson, Project Manager	\$ 197.29	2	\$ 395
Mark Guerrero, Proj. Architect	\$ 183.77	4	\$ 735
Hooshang Mozaffari, Sr. Plumbing Engr.	\$ 178.83	6	\$ 1,073
Gelito Ocdamia, Engineering Designer	\$ 114.91	8	\$ 919
Richard Matteo	\$ 150.66	6	\$ 904
Arif Shamim, Sr. Strutural Engr.	\$ 200.57	1	\$ 201
Peyman Moghadam	\$ 99.08	2	\$ 198
Kevin Flynn, Engineering Designer	\$ 84.01	8	\$ 672
Robert Fee, Sr. Electrical Engineer	\$ 171.80	5	\$ 859
TOTAL			\$ 5,956

As a result of this additional effort, STV, Inc. requests fee increase in the Not-to-Exceed amount of Nineteen Thousand Eight Hundred and Thirty Nine Dollars (\$19,839) in consideration of the scope of work outlined above. All effort related to this request will be complete prior to the anticipated advertising date of April 17, 2011.

Omnitrans East Valley Maintenance Facility Modification
Request for Fee modification #1
April 3, 2012



If you have any questions our require further clarification, please don't hesitate to call.
Sincerely,

STV, Incorporated


A handwritten signature in black ink, appearing to read "Mark A. Peterson". The signature is stylized with a large "M" and "P".


Mark A. Peterson, ALA
Vice President

Cc: David Borger, SVP

DATE: August 1, 2012 Item #E14

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager 

FROM: William Tsuei, Director of Information Technology 

SUBJECT: WINSHUTTLE APPLICATION PURCHASE & IMPLEMENTATION

FUNDING	GRANT#	FISCAL YEAR	PROJECT NAME	PROJECT NO.	AMOUNT
FTA	CA-90-Y939	2012	Major Software Applications	D1222006F	\$ 94,658.00
STA	11-03-OMN-B	2012	Major Software Applications	D1222006S	\$ 23,665.00



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

CONCLUSION


Authorize the CEO/General Manager to award a contract to Ciber, Inc., Greenwood Village, CO, for the WinShuttle application purchase and implementation project in the amount of \$104,160, plus a 10% contingency of \$10,416, and a Cost Allocation Plan (CAP) of \$3,747 (3.27% of total contract amount), for an amount not-to-exceed \$118,323 under the General Services Administration's Cooperative Purchasing Program Contract Numbers GS-35F-0499K.


MV:wt



DATE: August 1, 2012 Item #E15

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager 

FROM: William Tsuei, Director of Information Technology 

SUBJECT: SYBASE AFARIA MOBILE PLATFORM IMPLEMENTATION SERVICES

FORM MOTION

Authorize the CEO/General Manager to award a contract to Ciber, Inc., Greenwood Village, CO, for the Sybase Afaria Mobile Platform Implementation Project in the amount of \$68,440, plus a 10% contingency of \$6,844, and a Cost Allocation Plan (CAP) of \$2,462 (3.27% of total contract amount), for an amount not-to-exceed \$77,746, under the General Services Administration's Cooperative Purchasing Program Contract Numbers GS-35F-0499K.

This item was reviewed by the Administrative & Finance Committee at its July 9, 2012, meeting and recommended to the Board of Directors for approval.

BACKGROUND & SUMMARY

The Agency acquired the Sybase Afaria Mobile Platform software in January 2012. Due to the complexities of the system and the security integration with the existing SAP Enterprise Resources Planning (ERP) application, staff recommends that we contract with Ciber, Inc., to implement the solution.

The goals of the project are as follows:

- Setup and configure the Sybase Afaria mobile platform.
- Commission all Omnitrans mobile devices, such as cellular phones, tablets, and laptops using Sybase Afaria mobile platform.
- Deploy mobile applications via Sybase Afaria mobile platform to mobile devices.
- Conduct training and knowledge transfer to IT staff to take over the future operations.

FUNDING SOURCE

The cost associated with this project will be funded by the grant funding presented below.

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

FUNDING	GRANT#	FISCAL YEAR	PROJECT NAME	PROJECT NO.	AMOUNT
FTA	CA-90-Y939	2012	Mobile Solutions	D1222004F	\$ 62,197.00
STA	11-03-OMN-B	2012	Mobile Solutions	D1222004S	\$ 15,549.00

ABW

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

CONCLUSION

Authorize the CEO/General Manager to award a contract to Ciber, Inc., Greenwood Village, CO, for the Sybase Afaria Mobile Platform Implementation Project in the amount of \$68,440, plus a 10% contingency of \$6,844, and a Cost Allocation Plan (CAP) of \$2,462 (3.27% of total contract amount), for an amount not-to-exceed \$77,746 under the General Services Administration's Cooperative Purchasing Program Contract Numbers GS-35F-0499K.

MV:wt



Item #E16

DATE: August 1, 2012

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager

**SUBJECT: APPROVE MEMBERSHIP DUES FOR AMERICAN PUBLIC
TRANSPORTATION ASSOCIATION**

FORM MOTION

Authorize the CEO/General Manager to issue a purchase order to the American Public Transportation Association, Washington, DC, for membership dues of \$37,027.00 for Fiscal Year 2013.

SUMMARY AND BACKGROUND

The American Public Transportation Association (APTA) is an international non-profit public and private member organization that has been representing the transit industry since 1882. APTA serves and leads its diverse membership through advocacy, innovation, and information sharing to strengthen public transportation. APTA also hosts numerous conferences and produced reports, publications, statistical updates and issued standards to help member agencies to operate better.

APTA provides members opportunities to participate in, contribute to, and benefit from a myriad of programs, activities, and services, and plays a major role in the development of standards for bus, rail transit and commuter rail operations, maintenance, procurements and ITS.

APTA members serve the public interest by providing safe, efficient and economical transit services, and by improving those services to meet national energy, environmental, and financial concerns. APTA members include public bus, rapid transit and commuter rail systems, government agencies, metropolitan planning organizations, state departments of transportation, academic institutions and the private organizations responsible for planning, designing, constructing, and financing, supplying and operating transit systems, and trade publications.

Dues for Fiscal Year 2013 increased by 2.95 percent over Fiscal Year 2012. This is the first dues increase since 2007. The increase is necessary so that APTA can continue to provide an optimum level of the products and services needed by its members.


Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

FUNDING SOURCE

The cost of membership is budgeted in the Administration Department's Operating Budget for Fiscal Year 2013.

Department: 1300
Expenditure Code: 509010

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

CONCLUSION


Staff recommends that the Board of Directors authorize the CEO/General Manager issue a purchase order to the American Public Transportation Association, Washington, DC, for membership dues of \$37,027.00 for Fiscal Year 2013.


MV:vlo



DATE: August 1, 2012 Item #E17

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager 

FROM: Rohan Kuruppu, Director of Planning and Development Services 

SUBJECT: AMENDMENT NO. 1 – CITY OF RIALTO AND OMNITRANS FUNDING AGREEMENT FOR RIALTO METROLINK PARKING LOT EXPANSION

FORM MOTION

Authorize the CEO/General Manager to execute Amendment No. 1 to the City of Rialto and Omnitrans Funding Agreement for Rialto Metrolink Parking Lot Expansion, to reflect funds awarded by the Federal Transit Administration (FTA) that Omnitrans will pass through to the City for completion of the project.

Omnitrans Legal Counsel has reviewed and approved this contract amendment.

SUMMARY AND BACKGROUND

On February 2, 2011, the Omnitrans Board of Directors authorized the CEO/General Manager to enter into an agreement with the City of Rialto for the Metrolink Parking Lot Expansion. The agreement stated that Omnitrans would submit grant applications to the Federal Transit Administration for \$3,200,000 in FTA Section 5307 funds (formula funds allocated by SANBAG) and \$285,000 in FTA Section 5309 funds (congressional earmark).

Since the signing of the agreement, both above-listed grants were approved by the Federal Transit Administration. Thus, the agreement must be amended to reflect the amount of grant funding that will be passed through from Omnitrans to the City of Rialto.

Two other modifications are being made to the agreement. Omnitrans requests that invoices be received by the 15th day of the month, to be paid in the first full week of the following month. Also, the original agreement stated that Omnitrans would charge 3.27% of the total FTA amount (not to exceed \$113,960) for administrative expenses. Omnitrans now charges all sub-recipients a 4% fee for administrative purposes. As the City of Rialto is a sub-recipient of Omnitrans, the agreement must be amended to state that Omnitrans will charge up to \$139,400 of the above-

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named grants for administrative costs, and a total of up to \$3,345,600 will be passed through to the City of Rialto for project expenses.

FINANCIAL ANALYSIS

The FTA Section 5309 grant is an earmark granted by FTA specifically for the Rialto Metrolink Expansion Project. In addition, the San Bernardino Associated Governments (SANBAG) allocated \$3,200,000 in Section 5307 funds to the City of Rialto for the Metrolink Expansion Project. The City of Rialto is providing the 20% local match through local grants from SANBAG and in-kind contributions.

There will be no net financial impact for Omnitrans.

FUND	YEAR	GRANT NUMBER	DESCRIPTION	PROJECT NUMBER	DOLLAR AMOUNT
FTA 5307	2011	CA-90-Y850	Rialto Metrolink	L1130401F	\$3,200,000
FTA 5309	2011	CA-04-0191	Rialto Metrolink	L1130402F	\$ 285,000
TOTAL					\$3,485,000



Verification of funding source and availability of funds
(Verified and initialed by Finance)

CONCLUSION

Authorize the CEO/General Manager to execute Amendment No. 1 to the City of Rialto and Omnitrans Funding Agreement for Rialto Metrolink Parking Lot Expansion, to reflect funds awarded by the Federal Transit Administration (FTA) that Omnitrans will pass through to the City for completion of the project.

MV:RK:AR

Attachment: Amendment No. 1

AMENDMENT NO. 1

CITY OF RIALTO

and

OMNITRANS

FUNDING AGREEMENT

FOR RIALTO METROLINK PARKING LOT EXPANSION

This Amendment No. 1 to the above entitled Agreement is entered into on this _____ day of _____ 2012, by and between the City of Rialto (“**City**”), and Omnitrans, a Joint Powers Authority (“**Omnitrans**”) (City of Rialto and Omnitrans are collectively referred to herein as the “**Parties**”).

RECITALS

A. The City of Rialto and Omnitrans Funding Agreement for Rialto Metrolink Parking Lot Expansion (“**Agreement**”) was entered into between the parties on April 12, 2011, and describes the respective responsibilities of the City and Omnitrans relative to the Rialto Metrolink Parking Lot Expansion.

B. After the signing of the Agreement, Omnitrans was awarded a FY 2011 FTA Section 5309 grant from the Federal Transit Administration in the amount of \$285,000, to be used for the Rialto Metrolink Parking Lot Expansion.

C. Omnitrans was also awarded a FY 2011 FTA Section 5307 grant from the Federal Transit Administration in the amount of \$3,200,000, to be used for the Rialto Metrolink Parking Lot Expansion.

D. The grant award information was not available upon the signing of the Agreement; therefore, the Agreement must be amended to reflect the amount of grant funding that will be passed through from Omnitrans to the City.

E. Omnitrans charges subrecipients a 4% fee for administrative purposes. As the City of Rialto is a subrecipient of Omnitrans, the agreement must be amended to state

that Omnitrans will charge up to \$139,400 of the above-named grants for administrative costs, and a total of up to \$3,345,600 will be passed through to the City of Rialto for project expenses.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. **Section 1 Parts a and b** are amended as follows:

a. ~~Omnitrans, as the FTA Grantee, will submit Fiscal Year 2011 §5307 grant applications to the FTA with respect to obtaining funding for the PROJECT (\$3,200,000 in Section 5307 Funds). A portion of the §5307 grant application is for the benefit of the CITY, as a Subgrantee.~~

b. ~~Omnitrans, as the FTA Grantee, will submit Fiscal Year 2011 §5309 grant applications to the FTA with respect to obtaining funding for the PROJECT (\$285,000 in Section 5309 Funds).~~

c. ~~Omnitrans will sign the grant documents resulting from the foregoing grant application submittal, upon the receipt of such assurances from the CITY as Omnitrans may reasonably require.~~

a. **Omnitrans agrees to pass through funding for the project, in an amount not to exceed a total of \$3,485,000. Funding sources shall be limited to: (i) a \$3,200,000 apportionment approved by the Federal Transit Administration (FTA) pursuant to 49 U.S.C. § 5307 (“Section 5307”) in grant CA-90-Y850; (ii) and a \$285,000 apportionment approved by the Federal Transit Administration (FTA) pursuant to 49 U.S.C. § 5309 (“Section 5309”) in grant CA-04-0191.**

b. **\$3,345,600 will be passed through to the City of Rialto for management, design, and construction of the Project; and the remaining \$139,400 will cover Omnitrans’ administrative costs over the life of the Project, as explained in Section 2.**

c. **Omnitrans' funding obligations for the Project shall include all approved elements of project management, including, but not limited to, administration, design, right-of-way acquisition, construction management, construction, inspection, and project closeout. Omnitrans shall reimburse to the City any such documented costs incurred by the City according to the procedure set forth in Section 1 Part d of the Agreement, not to exceed \$3,345,600. Funding for the Project from Omnitrans shall not be derived from any sources other than those listed above. If the above funding is unavailable, Omnitrans shall have no obligation to fund the Project.**

2. **Section 1 Part d** is amended as follows:

d. Omnitrans will reimburse the City for the Project up to the amount available from any grant received for the Project, in conformity with the following procedure:

1. For each Disbursement requested, the City shall provide a written invoice to Omnitrans **on or before the 15th calendar day of each month, specifying the amount requested to be disbursed, the purpose of the Disbursement and such additional supporting documentation and background information as Omnitrans may reasonably require that indicates all costs, fees, and other charges that the City has incurred related to the Project** (a "Disbursement Request"). **The statement shall describe the amount of services and supplies provided since the initial commencement date, or since the first calendar day of the subsequent billing period, as appropriate, through the date of the current statement.**

2. Each Disbursement Request shall be accompanied by a written certification of the City's Director of Finance that such Disbursement will not constitute any violation of the terms of the grant, or of Applicable Law, and that the City will use the Disbursement for the purpose indicated in the Disbursement Request.

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

4. **Omnitrans will pay all invoices as received from the City, if any should be submitted by the City on or before the 15th calendar day of each month, in compliance with Section 1 part d subpart 1. Omnitrans shall remit payment during the first full week of the following month to the designated payee or as a reimbursement to the City.** Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if the City provides the necessary information by the date of execution of this Agreement) all or that portion of the requested funds which it reasonably believes it can disburse without violating the terms of either the grant or of Applicable Law; and (ii) if applicable, notify the City as to why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of Applicable Law.

3. **Section 2** is amended as follows:

Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to the City to account for all administration costs associated with managing this project. Omnitrans will charge ~~3.27%~~ **4%** of the total FTA amount (not to exceed ~~\$113,960~~ **\$139,400**) as Administrative Expenses and ~~will invoice CITY and~~ payment will be taken directly from the grant. The ~~3.27%~~ **4%** has been approved by FTA. If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, City will be immediately notified and both parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

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

OMNITRANS

CITY OF RIALTO

By: _____

Milo Victoria

CEO/General Manager

Date: _____

By: _____

Grace Vargas

Mayor

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

Carol Greene

Legal Counsel for Omnitrans

Date: _____

By: _____

City Attorney

Date: _____

THE SAN BERNARDINO SUN

July 24, 2012

Item #E18

Omnitrans gets \$5.3M to build transit center

By Ryan Hagen Staff Writer

SAN BERNARDINO — As the city continues moving through bankruptcy preparations, Omnitrans announced Monday that it had received a \$5.3 million grant to build a new transit facility.

The funding will be used to build a bus facility with 22 sheltered bays and real-time bus arrival information at the southwest corner of E Street and Rialto Avenue, said Nicole Ramos, an Omnitrans spokeswoman.

"It goes toward Omnitrans' Access Service, which is service for people with disabilities, SBX rapid transit center, and potentially Metrolink, with a planned extension of that service," Ramos said. "It's designed to provide transit for everywhere you want to go."

The funding was divided between federal and local sources, with 80 percent coming from the Federal Transit Administration's Bus Livability grants program and 20 percent from Omnitrans, for a total of \$6.6 million, Ramos said.

She said she doesn't expect

financial difficulties in San Bernardino, one of Omnitrans' member cities, to affect the project.

"As of now, it's all systems go," she said. "Just like everything else, who knows."

Construction is supervised by the transit agency SanBAG and is expected to finish in 2014, she said.

The facility will include a transit station building with public restrooms and meeting rooms, a bike station with secure bike parking and short-term rental services, food vending, bike and pedestrian paths, public art, and street improvements, said Rep. Joe Baca, D-San Bernardino.

"I congratulate Omnitrans for their efforts in securing this critical federal grant assistance," said Baca, who wrote a letter supporting Omnitrans' grant application. "Construction of a new bus bay at the San Bernardino Transit Center will help to reduce congestion for Inland residents, and improve the overall quality of life in our communities."

ryan.hagen@inlandnewspapers.com,
909-386-3916, @sbcitynow

THE SAN BERNARDINO SUN

July 22, 2012

Business as usual

While the honorable city's leaders hash out who's to blame for San Bernardino's demise, the residents are once again skirting the dregs.

Within the last month I became a victim of a pickpocket at the Orange Show Flea Market and this week had to be quick on the draw to stop my purse being lifted in a local store by someone who has been working the place for victims. The dangerous conditions on certain parts of E Street due to the sbX construction is another point of contention for the public at large.

Meanwhile, the toxic politics, finger pointing and backbiting continues, and the longtime establishment running San Bernardino could care less about the city as long as they come out of it with their salaries, pensions and their cronies taken care of.

In other words, its business as usual in San Bernardino.

LESLEYANNE HEATHCOTE
San Bernardino

The Sun

July 16, 2012

POINT OF VIEW

Cities are not footing bill for sbX

By Mayor Dick Riddell

In about a year and a half, San Bernardino and Loma Linda will be the beneficiaries of a new bus rapid transit (BRT) line offering quicker commute times, more frequent trips and an enhanced streetscape.

The Omnitrans sbX project now under construction represents a significant investment in our local transportation infrastructure. Best of all, local cities are not footing the bill. Omnitrans successfully competed for and received a \$75 million grant from the Federal Transit Administration to build it. In fact, federal and state transportation funding sources combined cover 90 percent of the total cost. County Measure I funds designated for express and rapid bus service also are being used. San Bernardino and Loma Linda are contributing, but only through in-kind efforts such as permit fee waivers and rent-free office space.

Improvements will be significant, helping to revitalize an aged corridor in a way that will attract new businesses and enhance walkability on the corridor now served by one of Omnitrans' busiest bus lines, Route 2. On a typical weekday, Route 2 carries 4,000 riders. With sbX, 35 percent more daily boardings are projected. This is based on similar BRT service like L.A.

Metro's Orange Line in the San Fernando Valley which generated ridership three times higher than originally projected!

If you look past the traffic cones and heavy equipment you can see the future beginning to materialize. On the north end, the sbX line starts at Palm and Kendall where a new station and park and ride lot are taking shape. The line travels along Kendall, E Street, Hospitality Lane and Tippecanoe/Anderson Street. Along the way, 16 station locations will feature public art and water-wise landscaping.

Some may wonder where all this ridership will come from. With convenient service to two universities, two hospitals, two civic centers, several major employers plus a myriad of shopping, dining and entertainment destinations, it should be pretty obvious. Add in a new Transit Center to be built at E and Rialto streets that will connect sbX to Metrolink, Redlands Rail and local bus routes, how can it miss?

The improved connectivity between different modes of transportation also creates an impetus for transit-oriented development, a concept in which new transit is used as a vehicle to spur economic growth at all socioeconomic levels. The city of San Bernardino is already working to leverage the sbX line with future development opportunities.

At Omnitrans we are proud of this project and applaud the cooperative efforts of the two cities, the Federal Transit Administration, San Bernardino Associated Governments and those who look to invest in the region's future. The success of the first corridor will serve as the catalyst for developing future corridors along major thoroughfares like Foothill Boulevard, San Bernardino Avenue, Holt Boulevard, Riverside Avenue, Sierra Avenue, Haven Avenue and Euclid Avenue.

Our vision for the future involves planning: What will the region look like 10, 20 or 30 years from now? Who will live and work here and how will they get around? San Bernardino County is expected to double in population over the next 30 years. Do you really think we can afford to double the freeways? We have to build a smarter transportation system and BRT is a practical part of the solution. It is less expensive than rail, provides greater connectivity and serves a broader commuting public.

We are fortunate to be building a better future today with the Omnitrans sbX project. Get on board!

Dick Riddell is mayor of Yucca and chairman of the 20-member Board of Directors of Omnitrans, a public transit agency serving the San Bernardino Valley. www.omnitrans.org or www.omnitrans-sbx.com.

Tackling the Issues

Dick Riddell
Mayor, City of
Yucaipa



Omnitrans

Omnitrans is a public mass transportation system operating in San Bernardino Valley serving an area covering approximately 500 square miles. The agency was established in 1976 as a joint powers agreement and includes 15 cities and a large portion of County unincorporated areas stretching from Montclair on the west to Yucaipa on the east.

Omnitrans is governed by a Board of Directors consisting of the mayors, mayors pro tem or designated councilmembers from the 15 cities, and the five County supervisors. I am the longest-serving board member and elected chairman of the Board of Directors and the Executive Committee. I also serve on the other two committees which are the Administrative and Finance committees, and the Planning Productivity committees.

Omnitrans operates four types of services:

Fixed route services: fixed-route services are operated with 40 foot buses running primarily along major east-west and north-south corridors. Headways vary from 15 minute to hourly service, with approximately 18 hours of service on weekdays and somewhat less on Saturdays and Sundays. The buses are fueled entirely by clean-burning natural gas.

Access services: Access provides public transportation services for persons who are physically or cognitively unable to use regular bus service (ADA certified and/or on

the trans disability identification card holders). Access operates curb to curb on minibuses or vans, complementing the Omnitrans fixed route bus system. The Access service area is defined as up to 1 mile on either side of an existing fixed route. Services available on the same days at the same time that fixed route service operates.

Omnilink: Omnilink (dial-a-ride) is a general public, demand-responsive service that operates only in Yucaipa. This service circulates through defined, low-density service area with minibuses picking up and dropping off passengers at specified stop locations. Omnilink is the only way to provide coverage to low-density area void of a grid system of streets.

Omnigo: Omnigo is a relatively new bus service. It operates with the same minibuses used from Omnilink. Omnigo bus service operates only in Yucaipa and Chino Hills. For over a year to minibuses have been serving a fixed route to the south side of Yucaipa and for the last few months one minibus been serving a fixed route to the north side of Yucaipa.

Year to date systemwide ridership through May 2012 was 14,884,345 which is increase of 7.7% from last year to date. This was a fixed route ridership increase of 1,040,478 passengers.

Ridership on Access increased by 27,779 passengers,

and Omnilink decreased by 4401 passengers. Omnigo ridership was 123,179 which is a 35.8 percent increase over May, 2011.

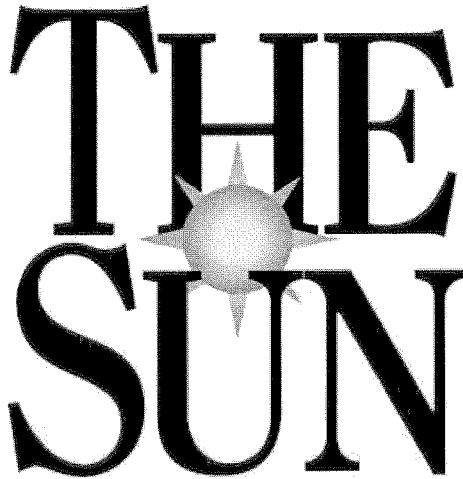
Omnitrans is funded by a complex combination of federal, state, and local taxes (County measure I) and by fares. Fares, commonly referred to as farebox ratio, which is a fare passengers pay for riding the bus has to exceed 20 percent of operating the bus system in order to receive federal and state funding. Neither Access nor Omnilink meet this criteria and are essentially subsidized by fixed route service. The proposed installation of rail line from San Bernardino to Redlands could seriously impact the operational funding for Omnitrans. Because the forecasted ridership on the proposed rail service is insufficient to qualify for federal funds, it is proposed to use Measure I money to make up the shortfall.

Unless the rail extension is postponed for a year or two Omnitrans could face a shortage of millions of dollars in operating costs.

An express bus system between California State University in San Bernardino and the hospitals in Loma Linda is presently under construction. It is funded almost entirely (over 90 percent) by federal and state funds.

The Yucaipa Transit Center which was constructed a couple of years ago was funded by \$2 million federal grant obtained through Omnitrans.

Sun
Thursday, July 12, 2012



Setting an example

Posted: 07/12/2012 05:21:36 PM PDT

Re: San Bernardino bankruptcy.

It's just so amazing to me, that with all the wise, logical, conservative thinkers governing and managing their affairs, how could anything possibly go wrong in any public agency?

How embarrassing it is, too, that it's happening right here in our own great state of Greece-afornia, where almost all the public agencies are constantly setting such great examples of wise fiscal responsibility for our entire nation to follow.

OK, sure I know ... a lot of it is probably President Bush's fault, not even to mention so many other innumerable causes like the tsunami in Japan, etc., etc. The most obvious

blame, however, must definitely lie with all those greedy corporations owned by all those despicable rich folks who are just not paying their "fair share" of taxes and stuff. Yes, and don't forget those "tea party people," too.

I must admit though, that I'm a little surprised that nobody yet has figured out the most obvious solution to the city's problem: Simply "double down." Build two rapid transit bus routes, instead of just one, invest in a couple more downtown theaters, and if all that ain't enough, throw in a fresh new "Lakes and Streams" project.

But even if all that should fail, fear not, fellow Greece-afornians, because the high-speed rail project that the state is working on will solve all of our problems once and for all.

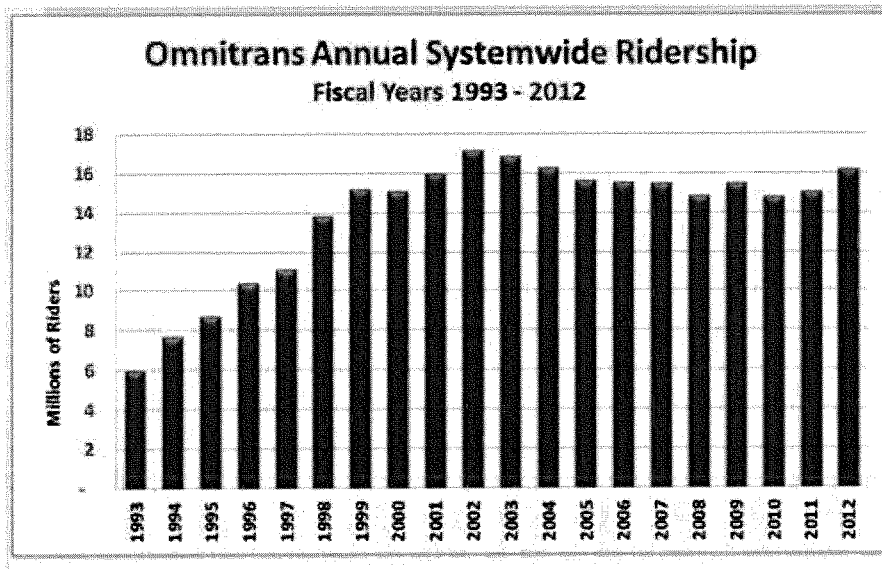
R. BANGLE
Yucaipa

Highland Community News

Wednesday, July 11, 2012



Omnitrans Carries Over 16 Million College Students



Published: Wednesday, July 11, 2012 3:44 PM PDT

Omnitrans added a million riders in 2011-12 compared to the prior year, surpassing the 16 million mark for the first time since 2004. On an average weekday, the transit agency's buses carried over 52,000 passengers, a 7.7% increase from fiscal year 2011.

"Transit ridership is growing across the country," said CEO/General Manager Milo Victoria, "but Omnitrans is ahead of the trend. Nationally, ridership was up about 5% for the first quarter of calendar year 2012, while Omnitrans grew 8%."

A key growth factor is the "Go Smart" college program that provides unlimited bus rides to students at participating colleges. A one-year pilot program generated over 1.4 million trips from students at California State University San Bernardino, Chaffey College, Crafton Hills College and Valley College. Over 25 percent of enrolled students hopped on board. The pilot program was funded by 15 local cities, the County, partner colleges and Omnitrans. This spring students at Chaffey, Crafton Hills and Valley Colleges approved student fees to continue the program for five years. CSUSB is hoping to fund another year of the pilot program. The Art Institute of California – Inland Empire joined the program in May.

The growth comes at a time when the transit agency has implemented only modest enhancements after service cuts were implemented in 2010 due to budget shortfalls. While ridership increased 7.4% on average among all routes and

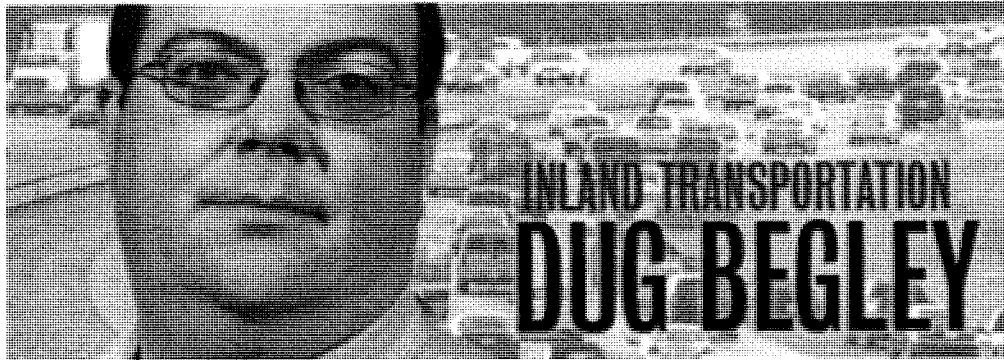
services, some led the way. OmniGo community shuttle routes continue to capture new riders, achieving a 34% upsurge year over year. Introduced in September 2010, OmniGo serves the cities of Chino Hills, Grand Terrace and Yucaipa using smaller 16-passenger vehicles more suited to these residential areas than traditional transit buses.

Express Route 215, which travels the 215 freeway corridor to connect San Bernardino and Riverside posted a 17% gain. "This bodes well for our sbX bus rapid transit line under construction," said Director of Marketing Wendy Williams. "Commuters are looking for low cost alternatives that are time competitive with driving."

While high gas prices are likely contributors to rising transit ridership, national studies also show that younger Americans are driving less. The U.S. Public Interest Research Group found that between 2001 and 2009 the average annual vehicle miles traveled by Americans ages 16 to 34 fell by close to a quarter, from 10,300 to 7,900 per capita. At the same time, the amount of bicycling, walking, and public transit ridership increased.

Other
Wednesday, July 11, 2012

THE PRESS-ENTERPRISE



SAN BERNARDINO COUNTY: Omnitrans tops 16 million riders again

Posted on | July 11, 2012 | 0 Comments

Omnitrans business is carrying riders, and business is good.

The bus agency for south-central San Bernardino County reported Wednesday, July 11, that it topped 16 million riders for fiscal 2011-12.

"Transit ridership is growing across the country," said Omnitrans CEO Milo Victoria, in a news release.

"But Omnitrans is ahead of the trend. Nationally, ridership was up about 5 percent for the first quarter of calendar year 2012, while Omnitrans grew 8 percent."

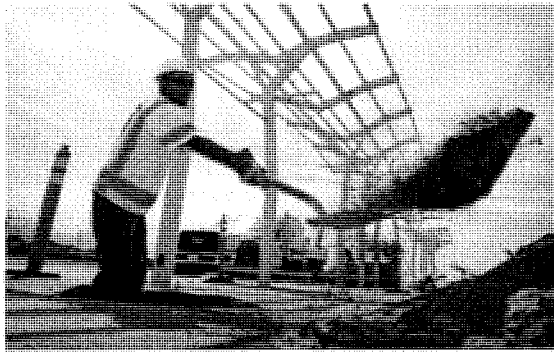
It returns Omnitrans to annual ridership they last saw in 2004, when the system carried more than 16 million passengers. Officials attributed the increase to expanded use by college students, in part lured by a new program offering free rides with a student ID at some colleges.



Officials estimate that one-quarter of students enrolled at participating colleges used the service.

INLAND: Dubious distinction for commuter transit options

Metro areas with robust train and bus systems linking workers and jobs will flourish in the future, a survey predicts



Joe Luna, an apprentice for Comet Electric, digs a hole for electrical conduit at a new bus station being built near the corner of Palm Avenue and West Kendall Drive in San Bernardino. It's part of an effort to increase the Inland-area's access to plentiful, reliable public transportation.



E. Street is currently being widened as part of a San Bernardino rapid transit project.



Work continues on a new bus stop at Cal State San Bernardino. The sbX project will feature 60-foot buses zipping mostly along E Street and Hospitality Lane in San Bernardino, offering 16 stops between Palm Avenue and Kendall Drive in northwest San Bernardino and the Barton Road area in Loma Linda.

STAN LIM/STAFF PHOTOGRAPHER

BY DUG BEGLEY

STAFF WRITER

dbegley@pe.com

Published: 11 July 2012 12:01 AM

Greg Owens said he eventually got used to the morning ritual of waiting for the train in downtown Riverside and his two-hour trip to his job in Industry. "It's a job," he said when asked if the trip is worth it.

A long trek to work is nothing new for many Inland residents who, like Owens, moved farther from the coast to purchase a home and find limited public transit options for commuting. More than 70 percent of Inland residents drive alone to work.

A new study ranks Riverside-San Bernardino-Ontario at No. 98 among the 100 largest metropolitan areas in the nation in terms of timely access to their workplaces on buses and trains.

The Brookings Institution, a think tank that studies metropolitan trends and other matters, released the report Wednesday, July 11, saying timely job access is a sign of a vibrant transit system.

Metro areas that have robust train and bus systems linking workers and job centers will flourish in the coming years as transit use increases and driving decreases, said Adie Tomer, Brookings' senior research associate and author of the report.

Nationally, jobsites in major metro areas are reachable by bus or train within 90 minutes by about 27 percent of that area's workforce, the report said. In the Inland area, less than 8 percent of workers can get to the typical job center within 90 minutes using public transit.

"Whether you look at it as an employer or as the employee or consumer of that business, it shows a discontinuity in transit service," Tomer said.

The sprawling housing tracts that make the Inland area an affordable place to relocate make it a difficult place for many workers to ditch their cars in favor of buses and trains, commuters and transit officials said.

"We realize that there's often a great divide between where the workers live are and where their jobs are," said Brad Weaver, spokesman for Riverside Transit Agency.

Weaver and other transportation officials said more transit options are in the works, including expanded commuter bus service and extended Metrolink lines.

In the Inland area, Tomer said, it will take more than putting additional buses on the street. Changes to land-use planning are needed to bring homes and jobs closer together, he said.

Transit officials "need to work alongside public land-use planners and private developers," Tomer said.

Those conversations are ongoing as transit options expand, officials said.

In western Riverside County, Weaver said the bus system, despite tough fiscal times in the past four years, added some services aimed at attracting commuters.

"For example, RTA offers CommuterLink express routes with limited stops and upgraded amenities such as a free wi-fi, which gives people the chance to catch up on their work while others toil in traffic," he said in an email.

Two routes launched in 2010 to carry riders from the Hemet/San Jacinto area to Riverside and Escondido, respectively, continue to grow. Ridership was up 28 percent and 49 percent in May, compared to the same month last year, Weaver said.

More transit offerings are on the way across Riverside County and San Bernardino County. Officials in Riverside County are planning to extend Metrolink service to Perris.

Omnitrans, the bus system in southwestern San Bernardino County, is about a year away from completing a \$192 million bus rapid transit line in the region. The sbX system will use 60-foot buses to ferry riders from north of Cal State San Bernardino to Loma Linda.

Many of those riders will be workers who choose to ride rather than drive, said David Rutherford, spokesman for the sbX project.

"We want the transit to make sense and serve a maximum number of people, and getting people to work is a huge part of that," Rutherford said.

The sbX line mostly will follow E Street and Hospitality Lane in San Bernardino, offering 16 stops between Palm Avenue and Kendall Drive in northwest San Bernardino and the Barton Road area in Loma Linda. The route was chosen because it passes by many work centers — from the Cal State area to downtown San Bernardino and the eateries and hotels along Hospitality Lane — Rutherford said, before ending at the medical complex in Loma Linda.

Lessons To Learn

But few Inland workers choose to take a bus or train compared to similarly sized job markets, based on the Brookings Institution report.

Of the 20 lowest-ranking metropolitan areas, the Inland region is the only one west of central Texas.

Palm Bay, Fla., between Orlando and Miami and the Poughkeepsie area about 80 miles north of New York City ranked 99 and 100 behind the Inland area.

At the top of the list were Salt Lake City at No. 1, San Jose at No. 2 and Honolulu at No. 3. Fresno also was in the top 10. Los Angeles ranked 42nd.

In many regions, success was attributed to investment in transit projects and a regional commitment to tying job centers to buses and trains. In Denver, officials said light rail and a focus on getting people from the bus stop to their office door made a big difference. When the Regional Transportation District of Denver opened its southeast light rail line in 2007, the route intentionally connected major jobs centers, spokeswoman Daria Serna said.

"Our ridership projections for opening day were blown out of the water," Serna said. "People loved the train."

As a result of the light rail lines, bus rapid transit and an expanded bus network, Denver connects a greater number of jobsites to the labor market. Light rail and buses make frequent stops in office parks and at key places where thousands of medical industry and office jobs lie a few blocks away.

A typical downtown worksite is within a 90-minute transit trip for 59.8 percent of Denver residents. For suburban workplaces, that percentage falls to 32.9 percent because homes and worksites are less dense, and bus and train stops are less frequent. But the Denver outskirts still far outpace Riverside, where urban jobsites are within a 90-minute trip for 11.1 percent of the area's workforce and 6.7 percent live within an hour-and-a-half trip of suburban workplaces.

Helping Denver is land-use planning that focused residences and jobs in specific corridors, said Pat McLaughlin, who coordinates transit-oriented development planning for the Denver transit agency. The regional transportation district covers a 40-city, eight-county area.

In the Denver area, McLaughlin said, many cities and communities embrace transit stops as an economic catalyst.

"We've done 40 station plans in five years," he said, "so I think everyone is buying in."

By The Numbers

The Riverside-San Bernardino-Ontario area ranked 98 out of the 100 largest metro areas in providing employers timely access to the workforce.

Total jobs: 1.37 million

Share of jobs in primary cities: 22.3 percent

Area covered by transit: 76.3 percent

Percentage of workers within a 90-minute transit trip for the average urban jobsite: 11.1 percent

Percentage of workers within a 90-minute transit trip for the average suburban jobsite: 6.7 percent

Source: Brookings Institution

Press Enterprise
Tuesday, July 10, 2012



TRANSIT: Interesting look at drawing discretionary bus riders

Posted on | July 10, 2012 | 0 Comments



Inland commuters are a divided lot, mostly because they are all driving solo down the freeway in their own car. One way to relieve congestion, aside from moving jobs closer to where people live or people suddenly choosing to move closer to where they work, is get more commuters to climb aboard buses.

And therein lies the problem: Whether it is truth or fiction, there is an assumption few people take the bus by choice. An interesting take on attempts to gentrify bus service is the latest to make the point.

"Discretionary commuters like Carr make up only a quarter of Los Angeles' public transportation users. Everybody else who takes the bus does it because they have to.

"Meanwhile, as 'captive' commuters wait in excess of 90 minutes to get to work out of necessity, cities like L.A. are funneling serious resources toward getting people like Carr to step on board. But can a city actually successfully gentrify its bus system? Does it want to?"

It's a question Inland bus systems face as well. As the Atlantic piece notes, many systems are making shiny new commuter buses a better rider experience, and adding bus rapid transit. Both are going on here in Riverside County and San Bernardino County. But there is a potential downside:

"While some of these improvements are practical, overcoming the stigma is also a matter of gimmickry that doesn't help anyone get to work any faster. In the United States, the DOT has noted that bus rapid transit systems can benefit from 'an articulated brand identity' that helps improve 'the image that choice riders have of transit.' Newer bus lines targeted at choice commuters are often painted in bright, contrasting colors with the city's existing buses. These new bells and whistles don't come cheap, and discretionary commuters aren't eager to finance the cost—remember, they don't have to be there. Meanwhile, existing bus commuters are left with no choice but to accept fare increases, even if their buses aren't getting any better—actually, even if they're getting worse."

What do you think? Is there hope of white-collar workers hopping aboard?

Sun
Monday, July 02, 2012

THE SUN

San Bernardino and the Inland Empire

San Bernardino amends general plan to allow sbX overlay districts

Ryan Hagen, Staff Writer

Posted: 07/02/2012 08:40:08 PM PDT

SAN BERNARDINO - A rapid-transit bus system moved one step closer to operation Monday after the City Council approved a general plan amendment that creates specific zoning areas surrounding 13 transit stations along the route.

San Bernardino, Omnitrans and other transportation agencies have already begun constructing those stops along the sbX route, which will stretch from Cal State San Bernardino to Loma Linda University and include a designated bus lane for part of the trip.

There was no sign this was a done deal from the residents, business owners and two City Council members who spoke against the plan amendment and the broader sbX project.

Councilman John Valdivia said Hospitality Lane and other areas he represents would be particularly hard-hit by construction and other aspects of sbX, because that ward has the most acres under sbX construction.

"The central part of this city will bear the brunt of this boondoggle," Valdivia said, adding that the project would cost \$200 million the city and other funding agencies can't afford.

"Is this a priority for this city at this time when we have a great surplus of foreclosed homes and businesses are shuttering their doors? ... I continue to oppose this bus to nowhere."

Mayor Pat Morris said the plan would spur greater development and argued that money used for the project couldn't be used for anything else because it came from Measure I, a bond for mass transit.

"The voters approved that, by a 70 percent margin, for a specific use," Morris said. "(The money) cannot be used for public safety or to fill potholes in our streets. Those are not permissible uses."

Councilman Robert Jenkins contested that, saying Fontana has used Measure I money to repair potholes on streets used by public transit and private vehicles.

"We have a transit system already -- Omnitrans," he said. "Use (Measure I money) to fix the transit system we have. Use it to fix Waterman, use it to fix Highland."

Slightly more public speakers said they opposed the project than supported it, in contrast to two weeks ago when a majority said it would revitalize the city and reduce pollution.

Councilman Rikke Van Johnson said the plan was a wise investment in the future.

"One of the things one of our speakers said last time really stuck with me, and that's future proofing, (designing) not only for today, but also for tomorrow," Johnson said. "And so I definitely support this."

The vote was 4-2, with Valdivia and Jenkins voting against and Councilwoman Wendy McCammack abstaining.

Several speakers said they weren't opposed to mass transit specifically, but opposed high-density housing - something called for in earlier version of the plan but not the one that was approved, staff members said.

The guidelines adopted Monday are so developers know the city's plan for those areas, but can be changed, said Interim City Manager Andrea Travis-Miller.

"The guidelines are just that," Travis-Miller said. "(Developers) will see that certain uses are established, and it gives the developer an understanding of what the council wants to do here."

This article has been corrected. Councilman Rikke Van Johnson voted for the change, and Councilman Robert Jenkins voted against it.

Other
Saturday, June 30, 2012

Nousaiparda.com

<http://www.nousaiparda.com/rancho-cucamonga-retirement-communities>

Posted June 30, 2012

Rancho Cucamonga Retirement communities.

Rancho Cucamonga belongs to the nation's fastest growing metropolitan areas located 37 miles east of downtown New York. Cucamonga means « sandy webpage, » which derives to your Shoshonean Native American tongue.

Despite this misleading period, Rancho Cucamonga is nowhere electronic beach. However, Rancho Cucamonga assisted living residents will like beautiful Southern California weather all through the year.

This city of nearly everything 170, 000 has been identified as one of the safest places to tend to be the entire United Data. Rancho Cucamonga's historic constructions meld with newer, suburban developments, making the city a place of both modern luxuries and a celebration of a way too rich heritage.

Rancho Cucamonga Recreation

Rancho Cucamonga full-grown living residents seeking ventilation can visit one of many area parks, including Yellow-colored Hill Community Park, in instances where seniors often frequent the shuffle board tables. At Cucamonga-Guasti Regional Park, visitors can rent a classical pedal boat and troll the lake for trout and catfish.

To obtain break from all anyone California sunshine, local seniors visit the Victoria Gardens regional shopping center, which is a premiere shopping center that houses a 12-screen movie theaters. Henry's Farmers Market a new more earthy shopping interaction, while Ontario Mills Outlet Mall the place to visit for excitement on a tight budget.

Rancho Cucamonga Activities

Get a taste of the city's local history only at that Joseph Filippi Winery while advantages of wine making, touring the winery as well as being tasting fine vintages through the Filippi family.

The Victoria Gardens Ethnic Center houses both an extensive library and a hotel and resort for live stage will act. Sports fans will truly that the city houses the official stadium from the minor league baseball's Rancho Cucamonga Quakes as well as NASCAR races are held simply because Auto Club Speedway, just five minutes away from the city.

The James METERS. Brulte Senior Center is advertised as the site to visit « for the best years in your daily life! » The center's staff coordinate complete range of recreational, self-enrichment and education programs for families over 50, including several trips and events around.

The Silver Fox Indicate provides Rancho Cucamonga assisted living facilities residents with transportation back and forth to the senior center with an annual subscription.

Rancho Cucamonga Medical Facilities

Rancho San Antonio Medical Plaza is a specially-designed outpatient center sustained by the award-winning San Antonio Patented Hospital. Residents of Rancho Cucamonga assisted living are also welcome to make usage of nearby Chino Valley Cardiovascular and Community Hospital of San Bernardino with the healthcare needs.

Rancho Cucamonga Transportation

Omnitrans provides bus service back and forth to Rancho Cucamonga senior being communities. Riders age 62 and over qualified a discounted bus transfer. All Omnitrans buses are included with wheelchair lifts, and the Access program will deviate to as high as three-quarters of a mile exterior of a fixed bus process to accommodate eligible riders. The Metrolink train strategy connects Rancho Cucamonga to Southern California cities.

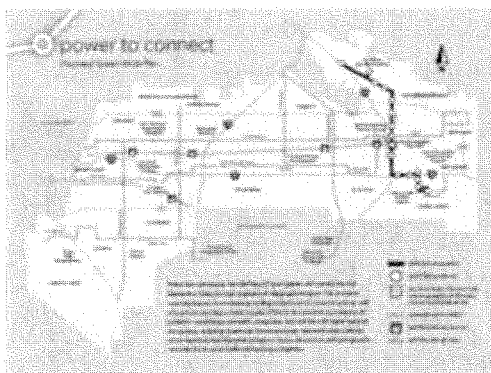
Rancho Cucamonga's warm weather and high standard of safety associated with city a perfect location for your senior loved that you settle down and excel. To learn more growing local housing options, visit our Rancho Cucamonga Assisted living page.

Other
Tuesday, June 19, 2012

INLAND UPTOPIA

Blog by Matthew Munson, Posted Jun 19 2012

SBx Expansion



Express buses may happen in a bigger number in the future with Omnitrans. They unveiled possible expansion routes for the sbX corridor system most likely based on existing popular Omnitrans routes. It is all contingent on funding from federal, state and county governments. I would be curious on when the next routes would be added to the system or converted over.



DATE: August 1, 2012

Item #F1

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

Ridership for June 2012 was 1,267,756 compared to 1,217,917 in June 2011. This is a 4.1 percent increase from June of last year.

Year-to-date system-wide ridership through June 2012 was 16,152,101 which is an increase of 7.41 percent from last year-to-date. Fixed route ridership increased by 1,113,695 passengers year-to-date. Ridership on Access increased by 28,482 passengers, and OmniLink decreased by 4,414 passengers. OmniGo ridership was 133,737, which is a 33.9 percent increase over June 2011.

Year-to-date pass outlet sales through June 2012 decreased by 24,749 units, with 102,933 units sold compared to 127,682 units sold last year. This represents a decrease of 19.4 percent year-to-date. Revenue from pass outlet and ticket sales increased 6.4 percent from last year (\$5,383,443.40 vs. \$5,058,080.60 last year, an increase of \$325,362.80).

Year-to-date fixed route revenue through June 2012 was \$13,410,064 compared to \$13,419,651 last year, which is a decrease of 0.07 percent.

On-time performance for June 2012 was 87.78 percent.

During the month of June, there was only one vandalism incident on an Omnitrans bus, and it occurred in the City of Upland.

Omnitrans participated in seven outreach events in June – Rancho Cucamonga Quakes game on June 1, San Bernardino Police, Fire & Safety Fair on June 2, Montclair Family Fun Festival on June 2, Fontana Adventures of Superheroes Parade on June 2, Options for Youth Presentation on June 14, Inland Empire Commuter Services Workshop on June 21, and Inland Empire 66ers Game on June 22.

Caltrans conducted an inspection of Omnitrans' paratransit fleet purchase through the 5310 grant program. No deficiencies were found and approval of the 15 replacement buses was given. High praises were given for First Transit's maintenance program. The National Institute of Automotive Service Excellence has also recognized First Transit's maintenance program with the Blue Shield of Excellence.

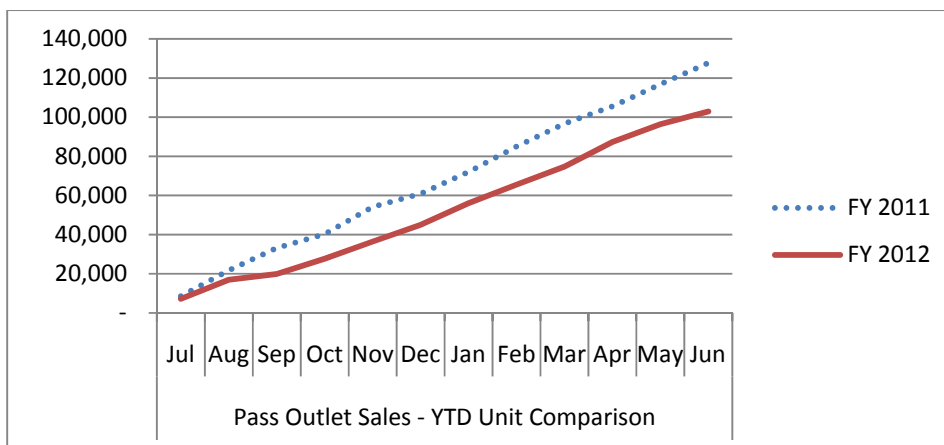
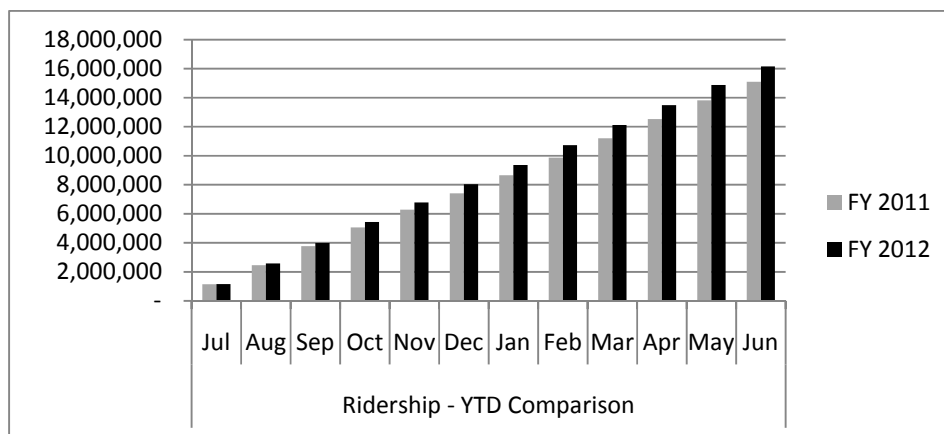
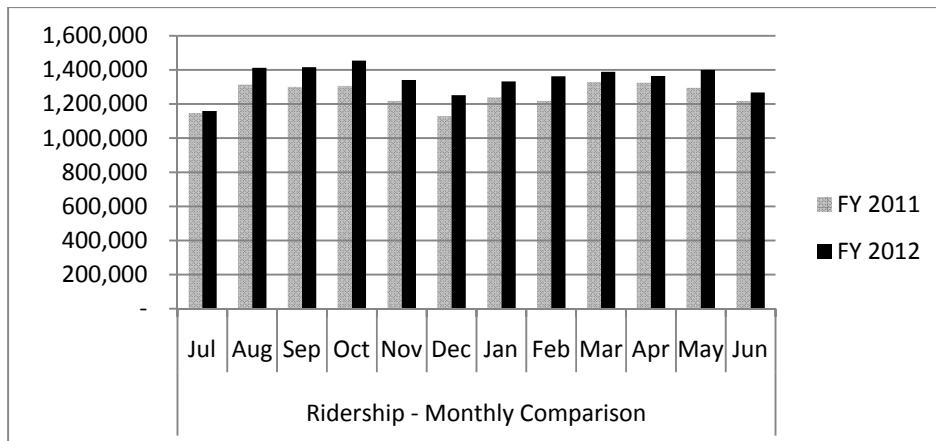
CEO/General Manager Victoria attended the APTA Nominating Committee in Chicago on July 17 and 18, and the CalTIP Oversight Committee on July 19 in Sacramento.

MV/ca

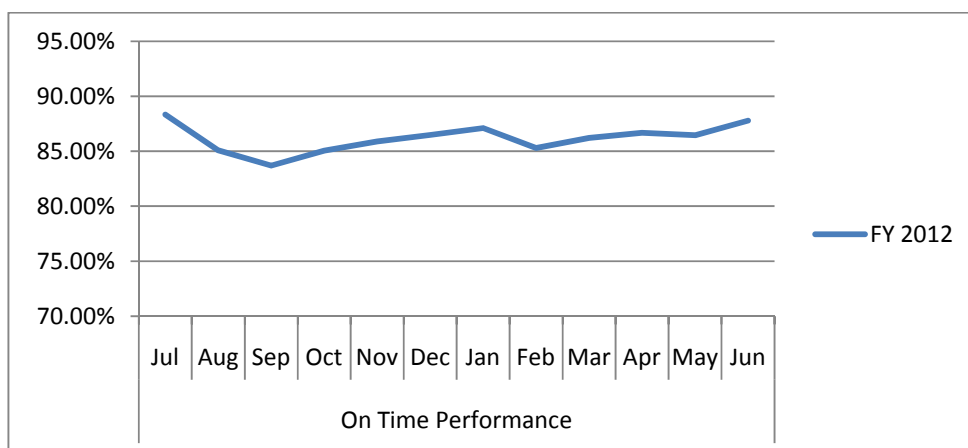
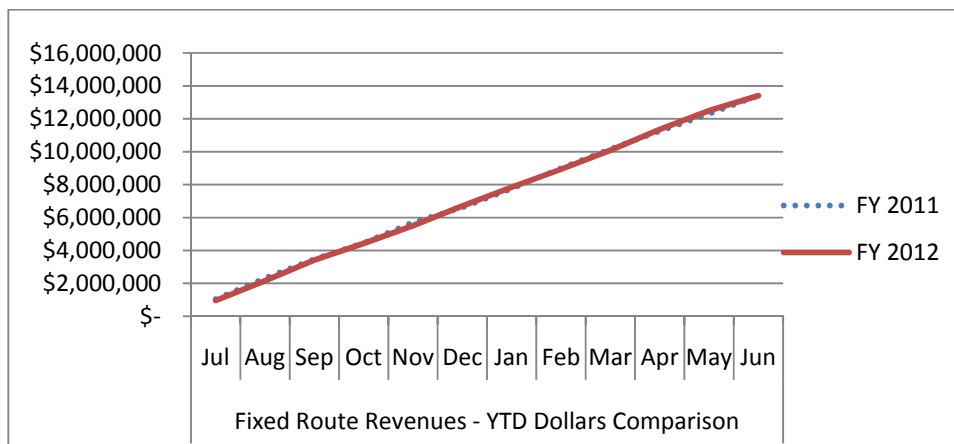
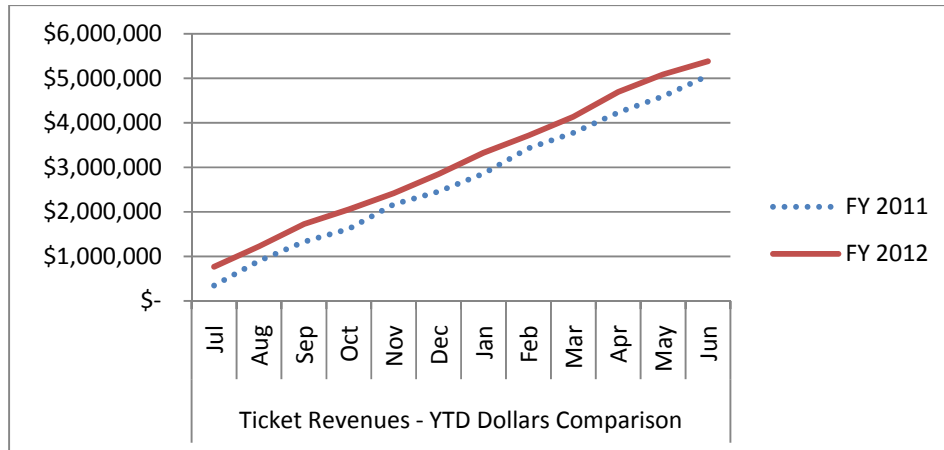
Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

CEO/General Manager Report – August 2012



CEO/General Manager Report – August 2012





DATE: August 1, 2012 Item #F2

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer M. Sims, Director of Procurement *[Signature]*

SUBJECT: AUTHORIZE CHANGE ORDER NO. 5, OPS10-23, PARATRANSIT SERVICES

FORM MOTION

Authorize the CEO/General Manager to exercise Change Order No. 5 to Contract OPS10-23, Paratransit Services with First Transit, Inc., of Cincinnati, OH, to increase the agreement by \$27,383,274, for a new not-to-exceed amount of \$44,699,199, and extend the period of performance three years, from September 1, 2012 through August 31, 2015, in lieu of exercising individual Option Years.

SUMMARY AND ANALYSIS

On July 7, 2010, the Board awarded Contract OPS10-23 to First Transit for the provision of paratransit services that consisted of two base years and three option years. The second base year expires August 31, 2012.

Benchmark studies are performed prior to exercising Option Years (OY) to verify that the Agency's contracted OY rates still represent competitive market pricing for comparable goods/services. Cost comparisons of seven transit agencies in California revealed that the current rates that First Transit charges Omnitrans per hour are 11.9% below average. As a result, it was determined that First Transit's pricing is highly competitive and no benefit would be realized by Omnitrans by issuing a new solicitation.

Omnitrans' staff entered into negotiations with First Transit to seek additional savings before recommending that the Board authorize the CEO/General Manager to exercise OY-1. Because the contracted OY-1 rates are below market, First Transit requested Omnitrans to consider combining all three OYs into a single change order in exchange for significant concessions. After months of negotiations, the rate reductions offered are a tiered solution resulting in an estimated savings of \$696,824 over the next three years.

Rate reductions offered will reduce the vehicle revenue hourly rate on an annual basis when the volume of revenue hours exceeds the 2010 level of hours estimated in RFP-OPS10-23. First Transit does not follow the same July 1 fiscal year. The tiered approach to cost reductions will strengthen the partnership with First Transit by affording them the opportunity to avoid mid-fiscal year budget shortfalls while maintaining their valued relation with Omnitrans.

For each option year, the proposed estimated savings are as follows:

Option Years	Base Level of Revenue Hours	Estimated Additional Revenue Hours Required	Hourly Rate (Base Level Hours)	Reduced Hourly Rate (Additional Hours)	Estimated Savings
OY-1 9/1/12 thru 8/31/13	174,786	26,030	\$34.84	\$26.34	\$221,255
OY-2 9/1/13 thru 8/31/14	176,856	26,030	\$36.11	\$27.26	\$230,366
OY-3 9/1/14 thru 8/31/15	176,856	26,030	\$37.64	\$28.22	\$245,203
Total Estimated Savings					\$696,824

The base agreement will expire on August 31, 2012, requiring the Board to take action. Omnitrans' staff recommends a change order to exercise all three year option years due to the significant savings proposed by First Transit, Inc. All other terms and conditions shall remain unchanged, including termination language for cause and convenience. Throughout the initial base term of the agreement, First Transit, Inc.'s service has been satisfactory.

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

FUNDING SOURCES

The cost associated with this procurement has been budgeted in the Operations Department's Operating Budget as follows:

Department Number 2110
Department Number 2200
Department Number 2400
Department Number 2500
Expenditure Code 508220




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

CONCLUSION

For the foregoing reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to exercise Change Order No. 5 to Contract OPS10-23, Paratransit Services with First Transit, Inc., of Cincinnati, OH, to increase the agreement by \$27,383,274, for a new not-to-exceed amount of \$44,699,199, and extend the period of performance three years, from September 1, 2012 through August 31, 2015, in lieu of exercising individual Option Years.

MV:JS:CV

 Omnitrans STANDARD CONTRACT 1700 West Fifth Street San Bernardino CA 92411	<input type="checkbox"/> New	CHANGE ORDER 5						Contract Number OPS10-23
	<input checked="" type="checkbox"/> Change							
	<input type="checkbox"/> Cancel							
	Omnitrans Department OPERATIONS				Dept. No. 2110, 2200, 2400 and 2500		Project PARATRANSIT SERVICES	
	Omnitrans Procurement Representative Christine Van Matre				Telephone 909-379-7122		Total Contract Amount Not To Exceed: \$44,699,199	
	Contract Type: Service							
Director of Procurement		Contract Start Date: September 1, 2010	Contract End Date: August 31, 2015		Previous Amount Not to Exceed: \$17,315,925	Amended Amount: \$27,383,274		

THIS CHANGE ORDER NUMBER 5 is hereby issued on _____, 2012 and is agreed upon by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

hereinafter
called

First Transit, Inc. _____

Address

7581 Willow Drive, Suite 103 _____

Tempe, Arizona 85283 _____

Telephone Federal ID No.

480-456-5600 x13 23-1716119 _____

1. **Contract Documents.** The complete Contract Record includes all of the following Contract Documents, either included herewith or incorporated herein by reference, and they are included in their entirety as a part of this Contract, to wit:
 - A. Change Order No. 5 dated _____, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - B. Change Order No. 4 dated May 11, 2012 adding OmniGo for months of July and August of 2012 and for increased Access Service, and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - C. Change Order No. 3 dated _____, 2012 adding language regarding preventable accidents and liability claim payment to Omnitrans and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - D. Change Order No. 2 dated April 9, 2012 adding OmniGo effective September 7, 2010 and increase to Access Service, and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - E. Change Order No. 1 dated May 11, 2011 deleting paratransit vehicle insurance coverage effective May 1, 2011, and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - F. Original signed Contract dated August 23, 2010 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - G. Omnitrans' Solicitation Number RFP-OPS10-23 dated April 7, 2010 and any and all of its Amendments, Appendices, Exhibits and Attachments;

- H. Contractor's Proposal dated May 10, 2010 and any and all of its Amendments, Appendices, Exhibits and Attachments, including Contractor's Best and Final offer less the insurance coverage for paratransit vehicles dated June 21, 2010.

2. **Scope of Changes.** This Change Order No. 5 to Contract OPS10-23 is based on:

- a. Extend the period of performance three years from September 1, 2012 through August 31, 2015.
- b. Upon reaching the Base Level of Revenue Hours for each period of performance, the hourly rate will reduce to the Reduced Hourly Rate.
- c. Add Iran Contracting Act Certification required by California Public Contract Code Section 2204.

3. **Breakdown of the net impact** of this Change Order No. 5 is as follows:

Period of Performance	Base Level of Revenue Hours	Hourly Rate	Estimated Additional Revenue Hours	Reduced Hourly Rate	Fixed Costs	Annual Estimated Cost
9/1/12 thru 8/31/13	174,786	\$34.84	26,030	\$26.34	\$1,970,009	\$6,775,174
9/1/13 thru 8/31/14	176,856	\$36.11	26,030	\$27.26	\$2,040,375	\$7,095,848
9/1/14 thru 8/31/15	176,856	\$37.64	26,030	\$28.22	\$2,110,441	\$7,391,426
Total						\$27,383,274

- a. Total increase due to this Change Order is \$27,383,274.
- b. The net impact of this Change Order is an increase in the Contract amount by \$27,383,274 from the previous not-to-exceed contract amount of \$17,315,925 to a new not-to-exceed contract amount of \$44,699,199.

2. **Terms.** Except where they may have been amended by subsequent Amendments and or Change Orders, all original Terms and Conditions of this Contract OPS10-23 shall remain in effect.

3. **Instructions.** Print two copies, sign both originals of this document and one copy of the Iran Contracting Act Certification, and return signed originals to Omnitrans' Contract Administrator within ten (10) business days, addressed as follows:

Omnitrans
Attn: Christine Van Matre – Procurement Department
1700 W. Fifth Street
San Bernardino, CA 92411

This Change Order is executed upon signature by Omnitrans' CEO/General Manager. One signed original will be returned to Contractor.

IN WITNESS WHEREOF, Omnitrans and the Contractor have each caused this Change Order to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

FIRST TRANSIT, INC.

Milo Victoria, CEO/General Manager

By _____
(Authorized signature – **sign in blue ink**)

Dated _____

Name _____ Nick Promponas
(Print or type name of person signing contract)

Title _____ Sr. Vice President
(Print or Type)

Dated _____

Attachment:
Iran Contracting Act Certification

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

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

- ☐ The Contractor is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed _____

Titled _____

Firm _____

Date _____

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



DATE: August 1, 2012 Item #F3
TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors
THROUGH: Milo Victoria, CEO/General Manager *[Signature]*
FROM: Jennifer M. Sims, Director of Procurement *[Signature]*
SUBJECT: **AUTHORIZE AWARD- IFB-MNT12-29, LUBRICANTS**

FORM MOTION

Authorize the CEO/General Manager to award Contract IFB-MNT12-29A to Merit Oil Company of Bloomington, CA, and Contract IFB-MNT12-29B to Rosemead Oil Products, Inc., of Santa Fe Springs, CA, for the provision of supplying Omnitrans with lubricants for a two-year base period beginning August 1, 2012, and ending no later than July 31, 2014, in the amount of \$361,204* with three (3) single option years, to extend the contracts no later than July 31, 2017, for \$180,602* for each of the three options years, totaling \$541,806* for a five year total of \$903,010*.

*Aggregate not-to-exceed amount.

SUMMARY AND BACKGROUND

On May 2, 2012, the Board of Directors authorized staff to issue an Invitation for Bids (IFB-MNT12-29) for motor oil, automatic transmission fluid (ATF) and gear oils. Staff released the Invitation for Bids and public notices of the IFB were published in two local newspapers and posted on Omnitrans' website. The IFB was distributed to eighteen (18) firms registered in Procurement's database.

Oil companies no longer honor fixed pricing. As a result, the IFB was designed to meet the fluctuating market pricing by having each bidder establish a fixed margin (profit/discount) and delivery charge by product. A copy of an invoice or statement from the bidder's supplier will be used to establish a margin that the bidder cannot exceed for the contract period. With bidders using different suppliers, more than just the vendor margins and delivery charges needed to be considered. Therefore, a supplier pool will be established per product. The lowest-priced bidder at each quarterly interval will provide that product to Omnitrans for that quarter. Prices bid shall remain fixed for quarterly intervals beginning, and re-quoted the first business day of July, October, January, and April every year of the contract period.

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

Four bids were received on June 7, 2012, from Merit Oil Company, Rosemead Oil Products, Inc., Goodspeed and Sons Distributing, Inc., and POMA Distributing, Inc. POMA and Goodspeed were found to be non-responsive.

ANALYSIS

Award recommendations are based upon the lowest per-gallon price, which includes fixed delivery charge and fixed margin for each commodity.

Bidders quoted per-gallon pricing as listed below:

Motor Oil	Bulk per Gallon*	Other Charges (8% Tax)	Total Per Gallon
Merit Oil	\$9.49	\$0.76	\$10.25
Rosemead Oil	\$8.62	\$0.69	\$9.31
ATF			
Rosemead Oil	\$7.69	\$0.62	\$8.31
Gear Oil 80W/90			
Rosemead Oil	\$9.06	\$0.72	\$9.78
Gear Oil 85W/140			
Rosemead Oil	\$9.06	\$0.72	\$9.78

As Merit Oil and Rosemead Oil quoted the lowest responsive and responsible bid for Motor Oil, staff recommends them for contract award. Merit Oil did not submit requests for approved equals for the ATF and gear oil products they quoted in accordance with our bidding requirements. Rosemead Oil was found to be responsive with regard to ATF and Gear Oil, as well, and therefore staff recommends contract award for those products. The initial contracts will be for \$100,000 each vendor. The CEO/General Manager will execute Amendments to increase the dollar value, as required, not to exceed the aggregate amount of \$361,204 for the base period.

FUNDING SOURCES

The required services are budgeted in the Maintenance Department's Operating Budget for Fiscal Year 2013.

Department 1200
Expenditure Codes 504120, Motor Oil
 504130, Gear oil and ATF



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


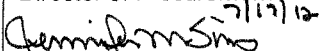
This procurement meets the requirements of Omnitrans' current Procurement Policy and Procedures Manuals.

CONCLUSION

For the foregoing reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to award Contract IFB-MNT12-29A to Merit Oil Company of Bloomington, CA, and Contract IFB-MNT12-29B to Rosemead Oil Products, Inc., of Santa Fe Springs, CA, for the provision of supplying Omnitrans with lubricants for a two-year base period beginning August 1, 2012, and ending no later than July 31, 2014, in the amount of \$361,204* with three (3) single option years, to extend the contracts no later than July 31, 2017, for \$180,602* for each of the three options years, totaling \$541,806* for a five year total of \$903,010*.

*Aggregate not-to-exceed amount.

MV:JS:JC

 Omnitrans STANDARD CONTRACT 1700 West Fifth Street San Bernardino CA 92411	<input checked="" type="checkbox"/> New				Contract Number IFB-MNT12-29A
	<input type="checkbox"/> Change				
	<input type="checkbox"/> Cancel				
	Omnitrans Department MAINTENANCE		Dept. No. 1200		Project LUBRICANTS
	Omnitrans Procurement Representative JOANNE COOK		Telephone 909-379-7198		Total Contract Amount \$100,000
Contract Type:					
Director of Procurement 		Contract Start Date 08/01/2012	Contract End Date 07/31/2014	Original Amount \$	Amended Amount

THIS CONTRACT is entered into in the State of California by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name

Merit Oil Company

hereinafter called Contractor

Address

1020 Bloomington Ave.

Bloomington, CA 92316

Telephone

909-877-2651

Federal ID No.

95-2856430

IT IS HEREBY AGREED AS FOLLOWS:

1. **Contract Documents.** The complete Contract Record includes all of the following Contract Documents, either included herewith or incorporated herein by reference, and they are included in their entirety as a part of this Contract, to wit:
 - A. This signed Agreement dated August 1, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - B. Omnitrans' Solicitation Number IFB-MNT12-29 dated May 2, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - C. Contractor's Proposal dated June 7, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments.
2. **Scope of Work.** At each quarterly interval, the lowest-priced bidder from the established contract pool of vendors for motor oil shall supply that product to Omnitrans for that period using each bidder's established fixed margin (profit/discount) and delivery charge quoted and awarded in the contract. Prices bid shall remain fixed for quarterly intervals beginning, and re-quoted the first business day of, July, October, January and April every year of the contract period.

Contract Pricing: margins per gallon:

Motor Oil.....\$0.40

1. GENERAL

- 1) Contractor shall provide and deliver lubricants to Omnitrans' bulk storage facilities located at the Agency's "I" Street and East Valley operations sites in San Bernardino, California, and Omnitrans' West Valley operations facility in Montclair, California.

- a) Omnitrans reserves the right to add or delete facilities within Omnitrans' service area, as needed, under the pricing terms established herein.
- 2) Contractor shall provide and deliver lubricants to Omnitrans' designated locations on an as-needed basis, or as required by Omnitrans' designated purchasing agent, and deliver each commodity in a timely manner, ensuring that Omnitrans is supplied, at all times, with sufficient lubricant reserves, as required.
 - a) The successful contractor may be required to work with Omnitrans' designated lubricants purchasing agent in order to maximize cost efficiencies based upon a 'flexible' delivery schedule.
- 3) Contractor shall furnish all trucks, trailers, off-loading hose(s), tools, equipment, resources, apparatus, facilities, transportation, labor and materials necessary to furnish the services described herein.
- 4) Contractor must provide Omnitrans with proof of compliance, upon request, of relevant local, state, and federal laws/regulations, and contractor must notify Omnitrans of any changes, updates, amendments, and modifications in relevant regulations, laws, statutes and policies.
- 5) Contractor shall notify Omnitrans prior to the delivery of any reformulation of products supplied under this contract, and changes shall not be accepted without the prior written consent of Omnitrans. In the event of a reformulation of a product provided under the terms of this Agreement, Contractor shall promptly provide Omnitrans' Project Manager with an updated Material Safety Data Sheet (MSDS).

2. LUBRICANT REQUIREMENTS

1) MOTOR OIL

- a) **Quantities.** It is anticipated that motor oil requirements for each facility will be as follows:

East & West Valley Facility	Est. Annual Usage
August 1, 2012 – July 31, 2013	12,000 gallons
August 1, 2013 – July 31, 2014	13,100 gallons

- b) **Oil Usage.** Oil usage is provided as an estimate only and is not a guaranteed contractual amount.
- c) **Type of Motor Oil.**
 - (1) SAE 15W-40 **76 Triton VGEO Plus** detergent motor oil, or an approved equal,
 - (2) No synthetics will be accepted.
 - (3) The brand name, specifications and material safety data sheets for the brand of motor oil being bid shall be provided to Omnitrans' Contracts Manager as part of this bid submittal.
- d) **Storage Capacity for SAE 15W-40 Motor Oil.** SAE 15W-40 motor oil is purchased in barrels and the following bulk storage containers are available:
 - (1) East Valley Facility – 4,650 gallons
 - (2) West Valley Facility – 2,500 gallons
- e) **Supplier Responsibilities**

- (1) Only California-compliant oils shall be supplied to Omnitrans to ensure regulatory compliance is maintained in accordance with all Federal Environmental Protection Agency, California Air Resources Board and South Coast Air Quality Management District emissions standards.
- (2) Supplier shall notify Omnitrans prior to delivery of any reformulation of products supplied under this contract, and an appropriate MSDS update shall be provided to Omnitrans' Contracts Manager.
- f) **Pricing.** Motor oil shall be bid at fixed price to Omnitrans, including applicable taxes and delivery charges.
- g) **Applicable Taxes.** At the current time, motor oil is subject to California State Sales Tax at a rate of 8.0%.

3. PREPARATION AND DELIVERY

- 1) The lubricant delivery hours will be between 7 a.m. and 4 p.m. Monday through Sunday each week, except holidays.
 - a) Contractor must address and coordinate the scheduling of lubricant deliveries with Omnitrans staff in order to accommodate Omnitrans' holiday schedule.
 - b) Omnitrans does not operate on any of the following national holidays: Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas, and New Year's Day.
- 2) Availability of product is to be within 24 hours of each order date.
- 3) All freight costs to be included in the Bidder's price as the terms shall be F.O.B. Omnitrans.
- 4) Contractor shall assume full responsibility for providing tankers or transportation containers suitable for delivery of the lubricants to the appropriate Omnitrans bulk storage tank(s).
 - a) Contractor shall be responsible for unloading lubricants into Omnitrans' bulk storage tanks and providing trained personnel capable of performing the unloading of lubricants without assistance from Omnitrans personnel.
 - b) All tanker trucks making deliveries shall be properly certified by the State of California including but not limited to Vehicle Tank Measurement Certificates, and in accordance with Federal Department of Transportation regulations, policies, and procedures.
 - (1) If requested, the Contractor shall provide copies of requested certificates within three (3) days after notification is received from a designated Omnitrans representative.
 - c) All drivers making deliveries of lubricants to Omnitrans shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsement as may be required by relevant laws and/or regulations.
 - d) Prior to the first delivery of lubricants, the Contractor shall provide Omnitrans' Project Manager, Danny Woods, with a material safety data sheet (MSDS) for the subject lubricant.

- 5) Contractor, its agents or employees, must notify Omnitrans' shop supervisor, or his/her designee, upon delivery of lubricant. All lubricant deliveries to Omnitrans' bulk storage tanks must be acknowledged by a designated Omnitrans representative.
 - a) Contractor shall, at its expense, make every reasonable effort necessary to maintain minimum lubricant levels. Contractor agrees to notify Omnitrans' designated representative if, at any time, it appears that the delivery schedule set forth may not be met.
 - (1) Such notification shall include the reasons for any possible delays, and steps being taken by Contractor to remedy any such problem(s).
 - (2) Nothing herein shall be interpreted as waiving remedies otherwise available to Omnitrans.
- 6) The bid prices must include all freight delivery costs and applicable fees.

4. INSPECTION OF SERVICES

All services provided and materials utilized in the performance of such services, shall be subject to inspection by Omnitrans, or its designee, to the extent practicable at all times and places during the term of this Agreement.

- 1) All inspection made by Omnitrans, or its designee, shall be made in such a manner as not to unduly delay the Contractor's delivery and/or dispensing of fuel.

5. PRICING

- A. Contract award shall be based upon the lowest aggregate price incorporating the appropriate per gallon price which includes fixed delivery charge and fixed margin (profit/discount) from the most responsive and responsible bidder.
- B. Include with the pricing form:
 - 1) A separate sheet with a line-item listing all applicable taxes and fees for each commodity.
 - 2) A copy of an invoice from your supplier reflecting your current costs. This will be used to establish the margin you are using in your bid. During the contract period, this margin cannot exceed that used in the original Omnitrans bid, but may be lowered.
- C. Each Bidder's per gallon price for lubricant must include:
 - 1) Fixed margin/discount
 - 2) Fixed delivery charge per gallon
- D. At award, a supplier pool will be established per product comprised of the three lowest aggregate priced bidders. Per product, the lowest-priced bidder at each quarterly interval shall supply that product to Omnitrans for that period.
- E. Prices bid shall remain fixed for quarterly intervals beginning and re-quoted the first business day of July, October, January and April every year of the contract period. Your margin must be substantiated at time of each bid with a copy of an invoice from your supplier reflecting your current costs.

- F. Bid prices shall include all transportation costs, including those associated with loading, transporting and unloading product from Seller's loading facility to Omnitrans' storage tanks.
- G. **Taxes / Fees.** Purchases by Omnitrans are subject to applicable State and local sales taxes. However, Omnitrans is exempt from the payment of Federal Excise and Transportation Taxes.
 - 1) **Applicable Taxes.** At the current time, the following summarizes the taxes applied to lubricants and Omnitrans' tax status regarding each:
 - a) **California State Sales Tax.** Omnitrans *is not* exempt from the California State Sales Tax.
 - 2) **Applicable Fees.** At the current time, the following summarizes the fees applied to lubricants and Omnitrans' tax status regarding each:
 - a) **California State Lube Fee.** Omnitrans *is not* exempt from the California State Lube Fee. This fee is paid directly to the vendor.
 - b) **California Oil Recycling Fee.** Omnitrans *is not* exempt from the California Oil Recycling Fee. This fee is applied to both diesel and gasoline and is paid directly to the vendor.

6. PERMITS AND LICENSES

- A. Contractor shall be responsible for obtaining all necessary permits and licenses required by local, state, and federal authorities for performance under the terms of this Agreement.
 - 1) Contractor shall pay all charges and fees, and furnish all notices necessary for lawful execution of the work.
 - 2) Contractor shall give all required notices and comply with all federal, state, and local laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this Agreement including, but not limited to, the California Air Resources Board's (CARB) reformulated fuel regulations and the requirements of the Environmental Protection Agency (EPA).
 - a) Upon request, the Contractor shall furnish to Omnitrans certificates and/or other proof of compliance with all such laws, orders, regulations and driving records of the supplier truck drivers.
 - b) The successful Bidder and/or its supplied shall be fully responsible for all shipments to insure that each shipment meets relevant state and federal specifications.
- 3. **Contract Duration.** The duration of this contract option year one begins August 1, 2012 with an end date of July 31, 2014.
- 4. **Omnitrans Contacts.**
 - Contract Technical Activities:** Danny Boyd, Materials Supervisor at 909-379-7204
 - Contract Administration:** Joanne Cook, Contracts Administrator at 909-379-7198
- 5. **Required Documents.** As required by the IFB, the final award of this contract is contingent on the receipt of the following remaining documents:

Certificates of Insurance for:

- **Workers' Compensation:** Statutory limits.

6. **Instructions.** Sign both originals of this document, and return one original with the required documents to Omnitrans' Contracts Specialist, within ten (10) business days.

Purchase order will be issued after all of the above-referenced contingencies have been met.

IN WITNESS WHEREOF, Omnitrans and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

Merit Oil Company

Milo Victoria, CEO/General Manager

By

(Authorized signature – sign in blue ink)

Dated



Name

(Print or type name of person signing contract)

Title

(Print or Type)

Dated

 Omnitrans STANDARD CONTRACT 1700 West Fifth Street San Bernardino CA 92411	<input checked="" type="checkbox"/>	New					Contract Number IFB-MNT12-29B
	<input type="checkbox"/>	Change					
	<input type="checkbox"/>	Cancel					
	Omnitrans Department MAINTENANCE			Dept. No. 1200		Project LUBRICANTS	
	Omnitrans Procurement Representative JOANNE COOK			Telephone 909-379-7198		Total Contract Amount \$100,000	
Contract Type:							
Director of Procurement <i>7/17/12</i> 		Contract Start Date 08/01/2012	Contract End Date 07/31/2014	Original Amount \$	Amended Amount		

THIS CONTRACT is entered into in the State of California by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name

Rosemead Oil Products, Inc.

hereinafter called Contractor

Address

12402 Los Nietos Rd.

Santa Fe Springs, CA 90602

Telephone

562-941-3261

Federal ID No.

95-2913974

IT IS HEREBY AGREED AS FOLLOWS:

1. **Contract Documents.** The complete Contract Record includes all of the following Contract Documents, either included herewith or incorporated herein by reference, and they are included in their entirety as a part of this Contract, to wit:
 - A. This signed Agreement dated August 1, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - B. Omnitrans' Solicitation Number IFB-MNT12-29 dated May 2, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - C. Contractor's Proposal dated June 6, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments.
2. **Scope of Work.** At each quarterly interval, the lowest-priced bidder from the established contract pool of vendors for motor oil, automatic transmission fluid and gear oils shall supply that product to Omnitrans for that period using each bidder's established fixed margin (profit/discount) and delivery charge quoted and awarded in the contract. Prices bid shall remain fixed for quarterly intervals beginning, and re-quoted the first business day of, July, October, January and April every year of the contract period.

Contract Pricing: margins per gallon:

Motor Oil.....	\$0.40
Automatic Transmission Fluid.....	\$0.40
Gear Oil (Bulk).....	\$0.35
Gear Oil (Barrel).....	\$0.35

1. GENERAL

- 1) Contractor shall provide and deliver lubricants to Omnitrans' bulk storage facilities located at the Agency's "I" Street and East Valley operations sites in San Bernardino, California, and Omnitrans' West Valley operations facility in Montclair, California.
 - a) Omnitrans reserves the right to add or delete facilities within Omnitrans' service area, as needed, under the pricing terms established herein.
- 2) Contractor shall provide and deliver lubricants to Omnitrans' designated locations on an as-needed basis, or as required by Omnitrans' designated purchasing agent, and deliver each commodity in a timely manner, ensuring that Omnitrans is supplied, at all times, with sufficient lubricant reserves, as required.
 - a) The successful contractor may be required to work with Omnitrans' designated lubricants purchasing agent in order to maximize cost efficiencies based upon a 'flexible' delivery schedule.
- 3) Contractor shall furnish all trucks, trailers, off-loading hose(s), tools, equipment, resources, apparatus, facilities, transportation, labor and materials necessary to furnish the services described herein.
- 4) Contractor must provide Omnitrans with proof of compliance, upon request, of relevant local, state, and federal laws/regulations, and contractor must notify Omnitrans of any changes, updates, amendments, and modifications in relevant regulations, laws, statutes and policies.
- 5) Contractor shall notify Omnitrans prior to the delivery of any reformulation of products supplied under this contract, and changes shall not be accepted without the prior written consent of Omnitrans. In the event of a reformulation of a product provided under the terms of this Agreement, Contractor shall promptly provide Omnitrans' Project Manager with an updated Material Safety Data Sheet (MSDS).

2. LUBRICANT REQUIREMENTS

1) MOTOR OIL

- a) **Quantities.** It is anticipated that motor oil requirements for each facility will be as follows:

East & West Valley Facility	Est. Annual Usage
August 1, 2012 – July 31, 2013	12,000 gallons
August 1, 2013 – July 31, 2014	13,100 gallons

- b) **Oil Usage.** Oil usage is provided as an estimate only and is not a guaranteed contractual amount.

- c) **Type of Motor Oil.**

- (1) SAE 15W-40 **76 Triton VGEO Plus** detergent motor oil, or an approved equal,
- (2) No synthetics will be accepted.
- (3) The brand name, specifications and material safety data sheets for the brand of motor oil being bid shall be provided to Omnitrans' Contracts Manager as part of this bid submittal.

- d) **Storage Capacity for SAE 15W-40 Motor Oil.** SAE 15W-40 motor oil is purchased in barrels and the following bulk storage containers are available:

- (1) East Valley Facility – 4,650 gallons
- (2) West Valley Facility – 2,500 gallons

- e) **Supplier Responsibilities**

- (1) Only California-compliant oils shall be supplied to Omnitrans to ensure regulatory compliance is maintained in accordance with all Federal Environmental Protection Agency, California Air Resources Board and South Coast Air Quality Management District emissions standards.
- (2) Supplier shall notify Omnitrans prior to delivery of any reformulation of products supplied under this contract, and an appropriate MSDS update shall be provided to Omnitrans' Contracts Manager.

- f) **Pricing.** Motor oil shall be bid at fixed price to Omnitrans, including applicable taxes and delivery charges.

- g) **Applicable Taxes.** At the current time, motor oil is subject to California State Sales Tax at a rate of 8.0%.

2) **AUTOMATIC TRANSMISSION FLUID (ATF)**

- a) **Quantities.** It is anticipated that automatic transmission fluid requirements for each facility will be as follows:

East & West Valley Facility	Est. Annual Usage (gal)
August 1, 2012 – July 31, 2013	6,000
August 1, 2013 – July 31, 2014	6,700

- b) **Automatic Transmission Fluid Usage.** Automatic transmission fluid usage is provided as an estimate only and is not a guaranteed contractual amount.

- c) **Type of Automatic Transmission Fluid**

- (1) Dextron III, or an approved equal.

- d) **Storage Capacity for Automatic Transmission Fluid.**

- (1) Automatic Transmission Fluid is purchased in bulk and barrels.
- (2) East Valley Facility – 2,000 gallons (two 1000 gallon tanks)
- (3) West Valley Facility - 1,000 gallons (two 500 gallon tanks)

- e) **Supplier Responsibilities**

- (1) Only California-compliant fluids shall be supplied to Omnitrans to ensure regulatory compliance is maintained in accordance with all Federal Environmental Protection Agency, California Air Resources Board and South Coast Air Quality Management District emissions standards.
- (2) In the event an improper grade of automatic transmission fluid is delivered, or in the event of the automatic transmission fluid being delivered into the wrong storage tank, causing existing automatic

transmission fluid to become contaminated, the supplier shall, at its own expense, dispose of and replace the contaminated product, and clean the affected storage tank, on a timely basis so as not to interrupt service.

- (3) Supplier shall notify Omnitrans prior to delivery of any reformulation of products supplied under this contract.

f) **Pricing.** Automatic transmission fluid shall be bid at fixed price to Omnitrans, including applicable taxes and delivery charges, for both bulk and barrel deliveries.

g) **Applicable Taxes.** At the current time, automatic transmission fluid is subject to California State Sales Tax at a rate of 8.0%.

3) MULTI-PURPOSE GEAR OIL

- a) **Quantities.** It is anticipated that motor oil requirements for each facility will be as follows:

80W/90 Gear Oil	Est. Annual Usage
August 1, 2012 – July 31, 2013	1,745 gallons
August 1, 2013 – July 31, 2014	1,832 gallons

85W/140 Gear Oil	Est. Annual Usage
August 1, 2012 – July 31, 2013	200 gallons
August 1, 2013 – July 31, 2014	200 gallons

- b) **Gear Oil Usage.** Multipurpose gear oil usage is provided as an estimate only and is not a guaranteed contractual amount.

c) Types of Multipurpose Gear Oil

- (1) EP (Extreme Pressure) SAE 80W-90MAN 342, MIL-L-2105C/D API-GL 5, or Rockwell 0-76-D, or an approved equal.
85W-140. Service Rating: API GL-5 (meets or exceeds); ASTM D-445.
- (2) Any regulatory changes to this type of product shall apply.
- (3) No synthetics will be accepted.
- (4) The brand name, specifications and material safety data sheets for the brand of multipurpose gear oil being bid shall be provided as part of this submittal.

d) Storage Capacity for Multipurpose Gear Oil.

- (1) Multipurpose gear oil is purchased in bulk and barrels.
- (2) East Valley Facility - barrels only
- (3) West Valley Facility - 500 gallons

e) Supplier Responsibilities

- (1) Only California-compliant oils shall be supplied to Omnitrans to ensure regulatory compliance is maintained in accordance with all Federal Environmental Protection Agency, California Air Resources Board and South Coast Air Quality Management District emissions standards.

- (2) In the event an improper grade of multipurpose gear oil is delivered, or in the event of multipurpose gear oil being delivered into the wrong storage tank, causing existing multipurpose gear oil to become contaminated, the supplier shall, at its own expense, dispose of and replace the contaminated product, and clean the affected storage tank, on a timely basis so as not to interrupt service.
- (3) Supplier shall notify Omnitrans prior to delivery of any reformulation of products supplied under this contract.
- f) **Pricing.** Multipurpose gear oil shall be bid upon and invoiced at a fixed per gallon price to Omnitrans, including applicable taxes and delivery charges, for both bulk and barrel deliveries.
- g) **Applicable Taxes.** At the current time, multipurpose gear oil is subject to California State Sales Tax at a rate of 8.0%.

3. PREPARATION AND DELIVERY

- 1) The lubricant delivery hours will be between 7 a.m. and 4 p.m. Monday through Sunday each week, except holidays.
 - a) Contractor must address and coordinate the scheduling of lubricant deliveries with Omnitrans staff in order to accommodate Omnitrans' holiday schedule.
 - b) Omnitrans does not operate on any of the following national holidays: Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas, and New Year's Day.
- 2) Availability of product is to be within 24 hours of each order date.
- 3) All freight costs to be included in the Bidder's price as the terms shall be F.O.B. Omnitrans.
- 4) Contractor shall assume full responsibility for providing tankers or transportation containers suitable for delivery of the lubricants to the appropriate Omnitrans bulk storage tank(s).
 - a) Contractor shall be responsible for unloading lubricants into Omnitrans' bulk storage tanks and providing trained personnel capable of performing the unloading of lubricants without assistance from Omnitrans personnel.
 - b) All tanker trucks making deliveries shall be properly certified by the State of California including but not limited to Vehicle Tank Measurement Certificates, and in accordance with Federal Department of Transportation regulations, policies, and procedures.
 - (1) If requested, the Contractor shall provide copies of requested certificates within three (3) days after notification is received from a designated Omnitrans representative.
 - c) All drivers making deliveries of lubricants to Omnitrans shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsement as may be required by relevant laws and/or regulations.

- d) Prior to the first delivery of lubricants, the Contractor shall provide Omnitrans' Project Manager, Danny Woods, with a material safety data sheet (MSDS) for the subject lubricant.
- 5) Contractor, its agents or employees, must notify Omnitrans' shop supervisor, or his/her designee, upon delivery of lubricant. All lubricant deliveries to Omnitrans' bulk storage tanks must be acknowledged by a designated Omnitrans representative.
 - a) Contractor shall, at its expense, make every reasonable effort necessary to maintain minimum lubricant levels. Contractor agrees to notify Omnitrans' designated representative if, at any time, it appears that the delivery schedule set forth may not be met.
 - (1) Such notification shall include the reasons for any possible delays, and steps being taken by Contractor to remedy any such problem(s).
 - (2) Nothing herein shall be interpreted as waiving remedies otherwise available to Omnitrans.
- 6) The bid prices must include all freight delivery costs and applicable fees.

4. INSPECTION OF SERVICES

All services provided and materials utilized in the performance of such services, shall be subject to inspection by Omnitrans, or its designee, to the extent practicable at all times and places during the term of this Agreement.

- 1) All inspection made by Omnitrans, or its designee, shall be made in such a manner as not to unduly delay the Contractor's delivery and/or dispensing of fuel.

5. PRICING

- A. Contract award shall be based upon the lowest aggregate price incorporating the appropriate per gallon price which includes fixed delivery charge and fixed margin (profit/discount) from the most responsive and responsible bidder.
- B. Include with the pricing form:
 - 1) A separate sheet with a line-item listing all applicable taxes and fees for each commodity.
 - 2) A copy of an invoice from your supplier reflecting your current costs. This will be used to establish the margin you are using in your bid. During the contract period, this margin cannot exceed that used in the original Omnitrans bid, but may be lowered.
- C. Each Bidder's per gallon price for lubricant must include:
 - 1) Fixed margin/discount
 - 2) Fixed delivery charge per gallon
- D. At award, a supplier pool will be established per product comprised of the three lowest aggregate priced bidders. Per product, the lowest-priced bidder at each quarterly interval shall supply that product to Omnitrans for that period.
- E. Prices bid shall remain fixed for quarterly intervals beginning and re-quoted the first business day of July, October, January and April every year of the contract

period. Your margin must be substantiated at time of each bid with a copy of an invoice from your supplier reflecting your current costs.

- F. Bid prices shall include all transportation costs, including those associated with loading, transporting and unloading product from Seller's loading facility to Omnitrans' storage tanks.
- G. **Taxes / Fees.** Purchases by Omnitrans are subject to applicable State and local sales taxes. However, Omnitrans is exempt from the payment of Federal Excise and Transportation Taxes.
 - 1) **Applicable Taxes.** At the current time, the following summarizes the taxes applied to lubricants and Omnitrans' tax status regarding each:
 - a) **California State Sales Tax.** Omnitrans *is not* exempt from the California State Sales Tax.
 - 2) **Applicable Fees.** At the current time, the following summarizes the fees applied to lubricants and Omnitrans' tax status regarding each:
 - a) **California State Lube Fee.** Omnitrans *is not* exempt from the California State Lube Fee. This fee is paid directly to the vendor.
 - b) **California Oil Recycling Fee.** Omnitrans *is not* exempt from the California Oil Recycling Fee. This fee is applied to both diesel and gasoline and is paid directly to the vendor.

6. PERMITS AND LICENSES

- A. Contractor shall be responsible for obtaining all necessary permits and licenses required by local, state, and federal authorities for performance under the terms of this Agreement.
 - 1) Contractor shall pay all charges and fees, and furnish all notices necessary for lawful execution of the work.
 - 2) Contractor shall give all required notices and comply with all federal, state, and local laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this Agreement including, but not limited to, the California Air Resources Board's (CARB) reformulated fuel regulations and the requirements of the Environmental Protection Agency (EPA).
 - a) Upon request, the Contractor shall furnish to Omnitrans certificates and/or other proof of compliance with all such laws, orders, regulations and driving records of the supplier truck drivers.
 - b) The successful Bidder and/or its supplied shall be fully responsible for all shipments to insure that each shipment meets relevant state and federal specifications.

- 3. **Contract Duration.** The duration of this contract option year one begins August 1, 2012 with an end date of July 31, 2014.

4. **Omnitrans Contacts.**

Contract Technical Activities: Danny Boyd, Materials Supervisor at 909-379-7204

Contract Administration: Joanne Cook, Contracts Administrator at 909-379-7198

5. **Required Documents.** As required by the IFB, the final award of this contract is contingent on the receipt of the following remaining documents:

Certificates of Insurance for:

- **Workers' Compensation:** Statutory limits.

6. **Instructions.** Sign both originals of this document, and return one original with the required documents to Omnitrans' Contracts Specialist, within ten (10) business days.

Purchase order will be issued after all of the above-referenced contingencies have been met.

IN WITNESS WHEREOF, Omnitrans and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

Rosemead Oil Products, Inc.

Milo Victoria, CEO/General Manager

By

(Authorized signature – sign in blue ink)

Dated

Name

(Print or type name of person signing contract)

Title

(Print or Type)

Dated



DATE: August 1, 2012 Item #F4

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

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

SUBJECT: AUTHORIZE AWARD – ITS13-29, CELLULAR & MOBILE DATA SERVICE

FORM MOTION

Authorize the CEO/General Manager to award Contract ITS13-29 to T-Mobile USA, Inc., of Bellevue, WA, for the provision of cellular and mobile data service for a period beginning August 1, 2012, and ending no later than May 22, 2017, in an amount not to exceed \$55,000, plus a 10% contingency of \$5,500 annually, for a total not to exceed amount of \$302,500. This procurement falls under the Federal General Services (GSA) Cooperative Procurement Contract No. GS-35F-0503M.

SUMMARY AND BACKGROUND

The U.S. General Services Administration provides qualified local government entities with the ability to participate in Cooperative Purchasing Contracts based on a Multiple Award Schedule. Under Cooperative Purchasing, state and local government entities may purchase a variety of information technology (IT) equipment and services from contracts awarded under GSA Federal Supply Schedule 70, Information Technology.

Staff has reviewed the GSA documentation regarding price reasonableness and determined the price to be fair and reasonable. Orders placed pursuant to a Multiple Award Schedule (MAS) are considered to be issued pursuant to full and open competition.

Continuation of cellular and mobile data service is required to conduct official Omnitrans business. T-Mobile is the only wireless carrier to offer Wireless Priority Service for government and critical infrastructure National Security and Emergency Preparedness personnel.

FUNDING SOURCES

The required services are budgeted in the Information Technology Department's Operating Budget for Fiscal Year 2013 and will be budgeted in Fiscal Years 2014-2017.

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

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Department 1320
Expenditure Codes 505030

ASW

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

This procurement meets the requirements of Omnitrans' current Procurement Policy and Procedures Manuals.

CONCLUSION

Authorize the CEO/General Manager to award Contract ITS13-29 to T-Mobile USA, Inc., of Bellevue, WA, for the provision of cellular and mobile data service for a period beginning August 1, 2012, and ending no later than May 22, 2017, in an amount not to exceed \$55,000, plus a 10% contingency of \$5,500 annually, for a total not to exceed amount of \$302,500. This procurement falls under the Federal General Services (GSA) Cooperative Procurement Contract No. GS-35F-0503M.

MV:JS



Item #F5

DATE: August 1, 2012

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager *[Signature]*

FROM: Jennifer M. Sims, Director of Procurement *[Signature]*

SUBJECT: AUTHORIZE AWARD - CONTRACT SAS12-09, CCTV VIEWING STATIONS

FORM MOTION

Authorize the CEO/General Manager to award Contract SAS12-09 to G/M Business Interiors of Riverside, CA, for the provision of CCTV Viewing Stations. The total contract amount, including options, is \$108,611, plus a fifteen percent contingency of \$16,292, plus a 3.27 percent Omnitrans Cost Allocation Plan (CAP) of \$4,084, for a total not-to-exceed amount of \$128,987.

BACKGROUND AND ANALYSIS

On January 4, 2012, the Board of Directors authorized staff to issue RFP-SAS12-09, for the provision of CCTV viewing stations. Staff released the Request for Proposals, public notice of the RFP was published in two local newspapers, posted on Omnitrans' website, and distributed to fifteen firms who indicated an interest in doing business with Omnitrans.

Three proposals were received by the bid deadline of February 10, 2012. All proposals were found to be responsive and responsible.

A cross-functional evaluation team, comprised of staff from the Safety & Security, Maintenance and Operations departments, met to evaluate the proposals. Each proposer participated in face-to-face presentations/interviews before being invited to participate in a Best & Final round of negotiations.

The RFP requested firm-fixed pricing for the labor, material and equipment, exclusive of the electrical work. The electrical work, if needed, will be on a time-and-materials basis within a ceiling price. The RFP also included options for additional equipment to include as Option 1, 23" and 27" monitors, a wall-mounted 55" HDTV screen and, as Option 2, ergonomic chairs. These two options will be exercised on fixed pricing and estimated quantities basis and will depend on the final viewing station configurations.

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The following firms are ranked from highest to lowest score using the selection criteria in the RFP:

Criteria	Points Possible	G/M BUSINESS INT.	UPSS	JM FIBER OPTICS
Proposed Pricing		\$64,100.00	\$212,764.00	\$284,232.00
Project Approach, Presentation and Interview	40	37.3	33.3	35.5
Price*	20	20.0	6.0	4.5
Experience, Qualifications	20	19.5	19.5	19.5
Client References	10	9.8	5.8	9.8
Quality of Proposal	10	8.8	8.0	8.3
TOTAL	100.0	95.4	72.6	77.6

**Pricing scored without the options using the standard Omnitrans formula*

G/M Business Interiors received the highest technical scores and offered the lowest pricing and is recommended for award.

The contract value for the labor, materials and equipment, exclusive of the electrical work is \$64,100. The electrical work, based on time-and materials, is estimated not to exceed \$5,000. The options, based on proposed pricing and the estimated quantities, are anticipated not to exceed \$34,254 for Option 1 and \$5,257 for Option 2. The total contract value is \$108,611.

Staff is requesting a fifteen percent contingency amount as the proposed configurations are conceptual and there may be minor changes required once final configurations are tested and approved. Omnitrans' budget for this project is \$200,000 and the independent cost estimate anticipated a cost of \$196,000.

FUNDING SOURCES

The cost associated with this procurement is budgeted in the Safety & Security Department's Capital Funds as follows:

FUNDING	GRANT NO.	FISCAL YEAR	PROJECT NAME	PROJECT NO.	AMOUNT
FTA	CA-90-Y681	FY2009	CCTV/Access	D0922008F	\$ 160,000
STA	09-09-OMN-B	FY2009	CCTV/Access	D0922008S	\$ 40,000




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

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

CONCLUSION

For the foregoing reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to award Contract SAS12-09 to G/M Business Interiors of Riverside, CA, for the provision of CCTV Viewing Stations. The total contract amount, including options, is \$108,611, plus a fifteen percent contingency of \$16,292, plus a 3.27 percent Omnitrans Cost Allocation Plan (CAP) of \$4,084, for a total not-to-exceed amount of \$128,987.

MV:JS:CV

 Omnitrans STANDARD CONTRACT 1700 West Fifth Street San Bernardino CA 92411	<input checked="" type="checkbox"/> New					Contract Number SAS12-09
	<input type="checkbox"/> Change					
	<input type="checkbox"/> Cancel					
	Omnitrans Department Safety & Security		Dept. No. 1630		Project CCTV Viewing Stations	
Contract Manager	Omnitrans Procurement Representative Christine Van Matre, Contract Administrator		Telephone 909-379-7122		Total Contract Amount Not To Exceed \$108,611	
Contract Type:						
Director of Procurement		Contract Start Date August 20, 2012	Contract End Date February 22, 2013	Original Amount \$	Amended Amount	

THIS CONTRACT is entered into in the State of California by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name

G/M Business Interiors

hereinafter called Contractor

Address

1099 W La Cadena Drive

Riverside CA 92501

Telephone

800-686-6583

Federal ID No.

95-2091271

IT IS HEREBY AGREED AS FOLLOWS:

- Contract Documents.** The complete Contract Record includes all of the following Contract Documents, either included herewith or incorporated herein by reference, and they are included in their entirety as a part of this Contract, A first, then B, then C:
 - This signed Agreement dated _____ 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - Omnitrans' Solicitation Number RFP-SAS12-09 dated January 4, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments; and
 - Contractor's Proposal dated February 9, 2012 and any and all of its Amendments, Appendices, Exhibits and Attachments, including response to Amendment No. 3 dated April 9, 2012, Presentation dated May 30, 2012 and Best and Final Offer dated June 25, 2012.
- Scope of Work.** The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference.
- Compensation.** Omnitrans agrees to pay, and the Contractor agrees to accept in full, payment for the work outlined in the Contract Documents, the sum of:

Firm Fixed Base Price..... \$64,100

Option One*:

Acer monitor screens and LED HDTV screen Not To Exceed..... \$34,254

Option Two*:

Ergonomic Chairs Not to Exceed..... \$5,257

CONTRACT SAS12-09, CCTV VIEWING STATIONS

Electrical Work (Time & Materials) Not to Exceed.....	\$5,000
Total Contract Not-to-Exceed Amount.....	\$108,611

**Omnitrans intends to exercise options per unit pricing as quoted; quantities unknown but not to exceed total dollar amount*

4. **Prevailing Wage.** Contractor shall comply with all prevailing wage requirements pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, including but not limited to the following:

- Modular Furniture Installer (Carpenter)
- Electrician

5. **Contract Duration.** The duration of this contract is approximately six months with an anticipated start date of August 20, 2012 and an end date of February 22, 2013.

6. **Omnitrans Contacts.**

Contract Technical Activities: Brenda Rosas, Safety & Regulatory Compliance Specialist. Phone: (909) 379-7248. Email: Brenda.rosas@omnitrans.org

Contract Administration: Christine Van Matre, Contract Administrator. Phone: (909) 379-7122. Email: Christine.vanmatre@omnitrans.org

7. **Required Documents.** As required by the RFP, the final award of this contract is contingent on the receipt of the following remaining documents:

- **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability and \$2,000,000 aggregate. *Omnitrans named and endorsed as Additional Insured*.*
- **Automobile Liability:** \$1,000,000 per occurrence for bodily injury and property damage liability and aggregate. *Omnitrans named and endorsed as Additional Insured*.*
- **Professional Liability:** \$1,000,000 per occurrence and aggregate.
- **Workers' Compensation:** statutory limits with **Employer's Liability:** \$1,000,000.

**Provide copies of Additional Insured Endorsements*

8. **Instructions.** Sign both originals of this document, and return with the required documents to Omnitrans' Contract Administrator, within ten (10) business days, addressed as follows:

Omnitrans
Attn: Christine Van Matre – Procurement Department
1700 W. Fifth Street
San Bernardino, CA 92411

This Contract is executed upon signature by Omnitrans' CEO/General Manager. One signed original will be returned to Contractor.

CONTRACT SAS12-09, CCTV VIEWING STATIONS

The Notice to Proceed letter and a purchase order will be issued after all of the above-referenced contingencies have been met and this Contract has been signed by both parties. **NO WORK SHALL COMMENCE UNTIL THE NOTICE TO PROCEED HAS BEEN ISSUED.**

IN WITNESS WHEREOF, Omnitrans and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

G/M BUSINESS INTERIORS

Milo Victoria, CEO/General Manager

By

(Authorized signature – sign in blue ink)

Dated

Name

(Print or type name of person signing contract)

Title

(Print or Type)

Dated
