



CONTRACT AGREEMENT

between

CONTRACTOR
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 95206

(hereinafter "CONTRACTOR")
Telephone: (720) 335-3250
Email: douglas.gies@mvtransit.com

And

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

CONTRACT DOCUMENTS

CONTRACT NO. OPS15-02

Purchased Transportation Services

Contract Amount: \$17,245,288.10

Omnitrans Project Manager:

Name: Frank Quass
Title: Operations Services Supv.
Telephone: (909) 379-7212
Email: frank.quass@omnitrans.org

Contract Administrator:

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



TABLE OF CONTENTS

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

21.	OWNERSHIP RIGHTS	14
22.	WORK FOR HIRE.....	14
23.	SUBMITTAL OF CLAIMS BY CONTRACTOR.....	15
24.	EQUAL OPPORTUNITY	15
25.	STANDARD OF PERFORMANCE.....	15
26.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES	16
27.	DISQUALIFYING POLITICAL CONTRIBUTIONS	16
28.	COMPLIANCE WITH LAW	16
29.	COMPLIANCE WITH LOBBYING POLICIES	16
30.	PUBLIC RECORDS ACT	16
31.	WAIVER/INVALIDITY.....	17
32.	FORCE MAJEURE	17
33.	CONFIDENTIALITY	17
34.	CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC.....	18
35.	GOVERNING LAW	18
36.	MODIFICATIONS TO AGREEMENT	18
37.	LICENSING, PERMITS AND INSPECTION COSTS	19
38.	AGENCY OWNED VEHICLES	19
39.	PRECEDENCE	19
40.	ENTIRE AGREEMENT	19

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING SCHEDULE

This Agreement is made and entered into as of _____ by and between Omnitrans (hereinafter referred to as "OMNITRANS") and MV Transportation, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

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

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

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

1. SCOPE OF WORK

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

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through June 30, 2017, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from July 1, 2017 Through June 30, 2020, which period encompasses the three option years.

3. COMPENSATION

- A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, Pricing Schedule, and subject to the maximum cumulative payment obligation.
- B. Agency shall pay Contractor for the performance of the Services as described in the contract. In no event shall the Contractor exceed the authorized "not-to-exceed" amount of the Contract without the express written consent of Agency.

Pricing and Rate Base Year One:

Total Fixed Costs:	\$3,809,754.64
Access Base Hourly Rate:	\$32.69
Anticipated Revenue Vehicle Hours:	147,078
Access Total Base Rate:	\$3,294,168.34
OmniGo Base Hourly Rate:	\$32.12
Anticipated Revenue Vehicle Hours:	23,146
Access Total Base Rate:	\$505,239.33
Startup Costs:	\$322,055.65

Total Amount Base Year One not to exceed.....\$7,931,217.96

Pricing and Rate Base Year Two:

Total Fixed Costs:	\$4,632,578.50
Access Base Hourly Rate:	\$33.29
Anticipated Revenue Vehicle Hours:	177,234
Access Total Base Rate:	\$4,059,801.61
OmniGo Base Hourly Rate:	\$32.72
Anticipated Revenue Vehicle Hours:	27,832
Access Total Base Rate:	\$621,690.03

Total Amount Base Year Two not to exceed.....\$9,314,070.14

Not to Exceed: \$17,245,288.10

- C. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Seventeen Million Two Hundred Forty-Five Thousand Two Hundred Eighty-Eight Dollars and ten cents (\$17,245,288.10), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs,

subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

4. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices and all required reports to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Frank Quass, Operations Services Supervisor

Each invoice shall include, at minimum, the following information:

- Contract number
 - Invoice number
 - Description of delivery
 - Delivery Date
 - Total quantity delivered
 - Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

5. CONTRACT OPTION YEARS AND ADDITIONAL SERVICES

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's proposal or offer must have been evaluated in making the contract award prior to exercising any such options.

- 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

6. AUDIT AND INSPECTION OF RECORDS

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

7. NOTIFICATION

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

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Christine Van Matre,
Contract Administrator
Email:
christine.vanmatre@omnitrans.org
Phone: (909) 379-7122

To CONTRACTOR:

MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 95206
Attn: Patricia McArdle, Associate General
Counsel
Email: patricia.mcardle@mvtransit.com
Phone: (972) 391-4679

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

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

Project Manager: Frank Quass, Operations Services Supervisor.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

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

<u>Name</u>	<u>Role</u>
Doug Gies	President of West Region
Judie Smith	Regional Support
Larry Biggers	IT Operations
Joe Esocobedo	Business Development

Nancy Rincon
Byron Barrientos
Ericka Lopez
Dennis Smith
Greg Barnett

Project Manager
Assistant Project Mgr/Operations Mgr
Operations Manager
Safety and Training Manager
Maintenance Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

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

9. DISPUTE RESOLUTION

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

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

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and

deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 26, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

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

13. SUBCONTRACTING

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

Subcontractor's Name and Address	Work to Be Performed
American Cab dba Pomona Valley Yellow 10625 Monte Vista Avenue Montclair, CA 91763	Taxi provider

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

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

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage

liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*

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

Additional Insured:

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

16. INDEMNITY

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

17. PERFORMANCE BOND

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

18. REVISIONS IN SCOPE OF WORK

- A. By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.
- B. If any change to the Access/OmniGo/Express services causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the services, an equitable adjustment in the compensation and schedule will be made in the amendment, which shall be incorporated into this Contract by written amendment executed by both parties.
- C. The Contractor shall not be entitled to make any changes in the services or perform any additional services unless authorized in advance by written amendment executed by both parties. Upon receipt of an amendment executed by Agency, the Contractor shall continue performance of the Services as modified by the amendment.

19. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

20. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization

from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

21. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

22. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

23. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

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

24. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

25. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

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

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

27. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

28. COMPLIANCE WITH LAW

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

29. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

30. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of

performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

31. WAIVER/INVALIDITY

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

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

32. FORCE MAJEURE

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

33. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be

divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

34. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

35. GOVERNING LAW

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

36. MODIFICATIONS TO AGREEMENT

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

37. LICENSING, PERMITS AND INSPECTION COSTS

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

38. AGENCY OWNED VEHICLES

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

39. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including Attachment A, Scope of Work and Attachment B, Regulatory Requirements, and Attachment C, Pricing Schedule (2) provisions of solicitation RFP-OPS15-02 and (3) CONTRACTOR's proposal dated April 3, 2015 and Best and Final Offer dated May 21, 2015.

40. ENTIRE AGREEMENT

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

representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

MV TRANSPORTATION, INC.

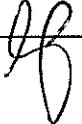
P. Scott Graham
CEO/General Manager

Bob Pagorek
CFO

DATE

Federal Tax I.D. No. 94-2491705

DP _____

CM  _____

**ATTACHMENT A - SCOPE OF WORK
OPS15-02, PURCHASED TRANSPORTATION SERVICES**

TABLE OF CONTENTS

1. PURPOSE	3
2. OVERVIEW	3
3. GENERAL INFORMATION	4
4. PROJECT OPERATING FACILITIES	5
5. OMNITRANS' ROLES AND RESPONSIBILITIES	5
6. CONTRACTOR'S ROLES AND RESPONSIBILITIES	6
7. ACCESS ELIGIBILITY	8
8. PROJECTED REVENUE VEHICLE HOURS	8
9. REQUIREMENT SECTIONS	9
SECTION I: START-UP/TRANSITION OF SERVICE	9
SECTION II - ACQUIRE/PROVIDE PERSONNEL	11
SECTION III - PROVIDE TRAINING / SAFETY SUPPORT / EMPLOYEE INCENTIVES	22
SECTION IV - PROVIDE VEHICLE OPERATIONS	26
SECTION V - INFORMATION SYSTEMS AND DATA REQUIREMENTS	28
SECTION VI - ACQUIRE/PROVIDE VEHICLES	29
SECTION VII - PROVIDE VEHICLE MAINTENANCE	34
SECTION VIII - PROVIDE SCHEDULING AND DISPATCH	37
SECTION IX - MAINTAIN, PREPARE, AND SUBMIT RECORDS AND REPORTS	42
SECTION X - ATTAIN PERFORMANCE STANDARDS	47
SECTION XI - SAFETY AND SECURITY	51
10. DEFINITIONS	54
EXHIBIT A	Access Policies and Procedures
EXHIBIT B	Hours and Miles
EXHIBIT C	Omnitrans/ Express Schedule
EXHIBIT D	OmniGo Schedule
EXHIBIT E	Current Wage & Benefit Levels
EXHIBIT F	Road Supervisor Report
EXHIBIT G	Employee Update Form
EXHIBIT H	Certificate of Contractor Compliance
EXHIBIT I	Training Record
EXHIBIT J	Fare Policy
EXHIBIT K	Vehicle List and Replacement Schedule
EXHIBIT L	Maintenance Schedule
EXHIBIT M	Manifest Example
EXHIBIT N	CalTIP Accident Report

EXHIBIT	O	CalTIP Reporting Matrix
EXHIBIT	P1-P4	Sample Monthly Reports
EXHIBIT	Q	Abbreviations
EXHIBIT	R	Lost and Found Procedures
EXHIBIT	S	Omnitrans-Owned Equipment List

SCOPE OF WORK

1. PURPOSE

CONTRACTOR shall operate the following services: Access Americans with Disabilities Act (ADA) Paratransit, OmniGo fixed route service, and the option to provide Express Service in the Southwestern San Bernardino County area.

- A. The Access paratransit program provides public transit service for individuals with disabilities, as required by the ADA. This service is provided using cutaway vehicles.
- B. OmniGo is a fixed-route service operated by using cutaway vehicles on fixed routes.
- C. OPTION: Express Service. During the term of this contract, Omnitrans may exercise the option to add Express service to provide limited stop commuter service using 40-foot transit coaches. If exercised, services are estimated to begin the second year of the base term.

2. OVERVIEW

A. Access

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

B. OmniGo

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

C. OPTION: Express

- 1) CONTRACTOR shall provide OMNITRANS Express bus service with 40-foot transit coaches on designated transit corridors during peak demand periods. OMNITRANS will provide seven (7) 40-foot transit coaches for this service. These coaches will be maintained by OMNITRANS and based at OMNITRANS' East and/or West Valley facilities. These commuter express routes assigned to the CONTRACTOR are subject to change at the sole discretion of OMNITRANS
- 2) The initial OMNITRANS Express routes to be assigned to the CONTRACTOR are routes 215 and 290. Exhibit B provides estimated revenue hours and vehicle miles. Exhibit C, Omnitrans' Express Schedule, contains route specific information for each of these initial routes.

D. CONTRACTOR shall have a work stoppage contingency plan, an emergency action plan, a Continuity of Operations Plan (COOP), and a recovery plan.

3. GENERAL INFORMATION

- A. CONTRACTOR may subcontract with other paratransit service subcontractors, but the prime CONTRACTOR is responsible for all of the actions of its subcontractors and all such subcontractors must be disclosed and approved in advance by OMNITRANS. The CONTRACTOR shall ensure that all trips are provided within the parameters of the contract and that individuals are eligible for particular trips. Additionally, the CONTRACTOR shall ensure that trips are provided in a timely, safe manner and that trip and performance data are accurate and submitted to OMNITRANS as required by contract.
- B. CONTRACTOR shall be familiar with and enforce Access policies and procedures as detailed in the Access Paratransit Policies booklet included as Exhibit A, Access Policies and Procedures. The CONTRACTOR shall understand that from time to time OMNITRANS may amend its Access policies and procedures and agrees that unless such change in its policies and procedures results in a material change in the contract, no financial relief under the contract will be provided.
- C. In an effort to maximize cost-effectiveness, OMNITRANS' service area has been divided into two (2) Access service areas. Exhibit B provides estimated revenue hours and vehicle miles.
 - 1) West Valley
Pick-up locations west of Etiwanda Avenue are included in the West Valley operating area. This includes the cities of Alta Loma, Rancho Cucamonga, Chino Hills, Montclair, Ontario, Chino, Upland and portions of Pomona.
 - 2) East Valley
Pick-up locations east of Etiwanda Avenue are included in the East Valley operating area. This includes the cities of: Fontana, Rialto, Colton, Grand Terrace, San Bernardino, Highland, Loma Linda, Redlands and Yucaipa.

4. PROJECT OPERATING FACILITIES

A. East Valley Paratransit - 234 South “I” Street, San Bernardino, CA 92410

Omnitrans-owned facility: Occupied by incumbent Contractor for administrative and operations support, centralized dispatch and reservations for all paratransit services and maintenance for East Valley Access, and OmniGo Routes 308, 309, 310, 320, 325, and 329 vehicles. Omnitrans’ contracted security guard service is provided during off-hours. The current Contractor’s Project Manager, East Valley Operations Manager, Safety and Training Manager, Maintenance Manager, and Dispatch Supervisor are at this location. On-site unleaded gasoline fueling is available at this site.

B. West Valley Paratransit– 9421 Feron Blvd, Unit 101, Rancho Cucamonga, CA 91730

Omnitrans-leased facility: Currently occupied by incumbent Contractor and used for administrative and operations support, window dispatch and maintenance support for West Valley Access, and OmniGo Route 365. On-site fueling is not available at this site; off-site gasoline fuel card system is used. The Contractor is responsible for maintaining a security system monitoring service (alarm-response company) for this site.

NOTE: Within the term of this contract, Omnitrans may relocate the West Valley Paratransit facility to a property located in the West Valley service area. Omnitrans will reimburse any fair and reasonable expenses incurred by the Contractor to facilitate moving this operation to the new facility. It is not known at this time when the move may occur or exactly where the new facility will be located.

5. OMNITRANS’ ROLES AND RESPONSIBILITIES

A. CONTRACTOR performance and oversight under the awarded Contract will be managed by Omnitrans’ Operations Department.

B. The roles and responsibilities of OMNITRANS specific to the operation of the Purchased Transportation Service described in this scope of work (SOW) are outlined as follows:

- 1) Establish service policies for Access Service operations and maintenance, ensuring compliance with ADA regulations.
- 2) Provide Access Service eligibility determination services.
- 3) Provide paratransit scheduling and dispatch software, upgrades, licensing, hardware and communications systems as detailed herein.
- 4) Provide dedicated revenue vehicle fleet, including fuel and all required auxiliary equipment, for use on OMNITRANS’ Access and fixed-route services. This does not apply to CONTRACTOR-owned vehicles.
- 5) Provide an operations and maintenance facility, including facility maintenance services, as follows:
 - a. Major electrical;
 - b. Air Conditioning and Heating service and maintenance;

- c. Outside lighting (standards and lights);
 - d. Internal sprinkler system;
 - e. Property fencing;
 - f. Parking lot repairs;
 - g. Landscaping;
 - h. Roof maintenance;
 - i. Plumbing (pipes and fixtures);
 - j. Building Structural damage repair; and
 - k. Major repairs;
 - l. Electrical, gas and water costs for both the EV and WV Paratransit Facilities
 - m. Telephone service for dispatch, reservations and published customer information lines
 - n. Costs of communications (T-1 lines et al) related to the onboard communications and video systems
- 6) Establish fare policies and fare structures.
 - 7) Perform overall branding and marketing of the services.
 - 8) Administer and monitor the Contract including performance monitoring, audits, and accident/incident investigation.
 - 9) When it is necessary to change, add or delete a route from CONTRACTOR operation OMNITRANS shall provide a minimum of 60 days' advance written notification.
 - 10) Receive invoices, verify monthly reports, and process payments to CONTRACTOR per Contract.
 - 11) Submit required National Transit Database (NTD) report with input from CONTRACTOR.
 - 12) Monitor all customer comments received related to the service, review CONTRACTOR input and coordinate written responses as required.
 - 13) Attend meetings with CONTRACTOR Project Management Team, on a monthly basis or more often as needed.
 - 14) Make presentations to OMNITRANS' Board of Directors and Board Committees relative to project status, as needed.

6. CONTRACTOR'S ROLES AND RESPONSIBILITIES

- A. The CONTRACTOR shall provide all aspects of the Purchased Transportation Services, including management, operations, and maintenance.
- B. The roles and responsibilities of CONTRACTOR specific to the operation of the Purchased Transportation Services described in this SOW are outlined as follows:
 - 1) CONTRACTOR shall comply with all applicable Federal, State and Local laws and regulations in its management and operation of purchased transportation services and its occupancy and use of the OMNITRANS facilities including, but not limited to, those listed below. In addition, CONTRACTOR and any subcontractors shall comply with all FTA

requirements related to the receipt of Federal funds.

- 2) Americans with Disabilities Act (ADA): CONTRACTOR shall be fully knowledgeable of and at all times in full compliance with the Code of Federal Regulations requirements of 49 CFR 37, Transportation Services For Individuals With Disabilities. CONTRACTOR shall advise OMNITRANS of any issue relating to ADA compliance and shall consult and assist OMNITRANS so as to maintain full compliance at all times.
- 3) Provide all Purchased Transportation Services as described in this Scope of Work in compliance with OMNITRANS' operating policies and all applicable local, county, state, and federal laws and regulations.
- 4) Recruit, hire, and train all personnel including management, staff, and bus operators necessary to operate the service, providing for on-going management and supervision.
- 5) Provide, either directly or through subcontract arrangement(s), for the operation of supplemental purchased transportation services as described herein.
- 6) Collect Access fares and fare media, handle, account for, and report all fare revenues received during operation of the service.
- 7) Investigate all customer comments received, providing responses within prescribed policies.
- 8) Prepare and submit all operating reports on time and in the prescribed formats.
- 9) Adhere to OMNITRANS' Lost and Found procedures (Exhibit R)
- 10) Provide an adequate number of non-revenue vehicles to perform operator shift changes and/or reliefs for Access Services.
- 11) Provide required office equipment and any other equipment deemed necessary to operate the service.
- 12) Attend meetings with OMNITRANS staff as required.
- 13) Conduct monthly CONTRACTORs meetings with OMNITRANS to address current status of operation, challenges faced by all CONTRACTORs and what steps require implementation to overcome unidentified challenges and reporting of current budget hour and dollar balances.
- 14) Prepare and mail monthly no show notification letters.
- 15) Ensure that each farebox-equipped CONTRACTOR-operated vehicle is probed a minimum of twice weekly at the nearest OMNITRANS fixed route bus facility.
- 16) Attend OMNITRANS' Board of Directors and Board Committee meetings relative to project status, as needed.
- 17) Maintain operations facilities as follows:
 - a. Interior and exterior light bulbs (except parking lot light poles);
 - b. Cover plates for all electrical outlets and switches;
 - c. Routine building and property upkeep (such as cleaning floors, dusting, vacuuming, pick up trash, etc.);
 - d. Carpet cleaning and/or floor buff, seal and wax;
 - e. Minor repairs to plumbing and fixtures;

- f. All damages caused by misuse, abuse or negligence.

18) Internet service to access Contractor's corporate system, cable or satellite if needed in the driver assembly area and security alarm system for the West Valley leased facility.

7. ACCESS ELIGIBILITY

- A. Before riding Access, an individual's eligibility will be certified by an OMNITRANS Transit Evaluator who determines the applicant's eligibility. If found to be eligible, an individual will receive one of the following eligibility levels:
 - 1) Unconditional: where the individual is eligible to ride Access for any trip that corresponds to a similar trip on a fixed-route bus system within the OMNITRANS service area;
 - 2) Conditional: where the individual is eligible to ride Access only for those specific trips which they are determined eligible;
 - 3) Temporary: where eligibility is granted for a specified time period; and
 - 4) Visitor: where eligibility of another transit agency is granted on a limited basis.
- B. After eligibility is determined by OMNITRANS' Transit Evaluator, each eligible individual's trip requirements are stored in the passenger database file for use by the CONTRACTOR to determine the rider's trip eligibility. There are approximately 5,100 active individuals currently certified as eligible for Access.
- C. Beginning on approximately September 8, 2015 eligibility will be determined by an in-person assessment process. Individuals requiring transportation to/from the eligibility site must be provided transportation. This transportation will be provided by the Access fleet and eligibility trips must be shared ride with other Access trips to the most reasonable extent.
- D. Access service shall be provided to any unconditional eligible individual who requests a trip to/from any location which is served by an OMNITRANS public fixed-route bus during the hours and days of operation of the fixed-route system. Conditionally eligible individuals may only receive trips subject to their specific conditions.

8. PROJECTED REVENUE VEHICLE HOURS

- A. The number of annual Revenue Vehicle Hours (RVH) provided under this Contract is an estimate of the service level required to meet ACCESS Service demand; this estimate may be subject to change. Use of a fixed and variable rate structure shall protect both CONTRACTOR and OMNITRANS from such changes.
- B. THE ESTIMATED ANNUAL VEHICLE MILES/REVENUE HOURS ARE ESTIMATES ONLY, AS ARE THE ESTIMATED WEEKDAY TRIPS. OMNITRANS DOES NOT GUARANTEE THAT TRIPS, OR VEHICLE MILES WILL SURPASS OR EVEN EQUAL THE ESTIMATED AMOUNTS SPECIFIED ABOVE, AS SUCH, THE ESTIMATED AMOUNTS ARE NOT A GUARANTEE, COMMITMENT, OR A PROMISE THAT IN THE FUTURE OMNITRANS WILL GUARANTEE ANY MINIMUM QUANTITY OF SERVICES.
- C. OMNITRANS RESERVES THE RIGHT TO INCREASE OR DECREASE ACCESS REVENUE HOURS BY UP TO TWENTY PERCENT (20%) WITHOUT CHANGE IN COMPENSATION RATES, VARIABLE OR FIXED, AGREED TO BE PAID TO CONTRACTOR. If the number

of Access revenue hours decreases in excess of 20% of the estimated number set forth above, or if the number of revenue hours increases over 20% from that estimated above after adjustment for the amount of the monthly estimated growth rate above, the CONTRACTOR or OMNITRANS can request a re-negotiation of the proposed rates. CONTRACTOR agrees that OMNITRANS may direct either an increase or decrease in the Revenue Vehicle Hours listed above up to 20 percent above or below the estimated annual totals indicated for each year without renegotiation of the variable hourly rate for that particular year.

- D. OMNITRANS RESERVES THE RIGHT TO INCREASE OR DECREASE THE REVENUE HOURS FOR THE OMNIGO FIXED ROUTE SERVICE OR THE OMNITRANS EXPRESS SERVICE (if option is exercised) BY UP TO TWENTY PERCENT (20%) WITHOUT ANY CHANGE IN COMPENSATION RATES, VARIABLE OR FIXED, AGREED TO BE PAID TO CONTRACTOR. If the number of OmniGo or OMNITRANS Express (if exercised) revenue hours decreases in excess of 20% of the estimated number set forth above, or if the number of OmniGo or OMNITRANS Express (if exercised) revenue hours increases over 20% from that estimated above after adjustment for the amount of the monthly estimated growth rate above, the CONTRACTOR or OMNITRANS can request a re-negotiation of the proposed rates.
- E. CONTRACTOR and OMNITRANS will monitor service levels to ensure the revenue vehicle hours (RVH) does not exceed the annual estimate. Any adjustment to the annual RVH must be discussed by both parties and approved by OMNITRANS.

9. REQUIREMENT SECTIONS

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

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

SECTION I: START-UP/TRANSITION OF SERVICE

- A. CONTRACTOR shall complete the following requirements during the start-up/transition period and prior to the commencement of service and shall provide adequate documentation to ensure compliance.

- 1) Key personnel in place and dedicated to OMNITRANS' contract by August 1, 2015.
- 2) The CONTRACTOR must take possession and occupy the facility by September 1, 2015.
- 3) If applicable, 80% of all subcontractors must have completed required training no later than August 15, 2015.
- 4) A detailed start-up/transition plan must include, but is not limited to:
 - a. Hiring and training schedules for schedulers, dispatchers, drivers and reservationists.
 - b. Key dates and approach for service implementation during the transition period.

B. TRANSITION PLAN AT THE TERMINATION OF THIS CONTRACT:

- 1) It is understood that the Access services to be performed under the proposed contract involve an essential and federally mandated public function required of all public entities which provide non-commuter fixed route service. This service is provided to eligible individuals with disabilities whose condition(s) prevents use of an accessible fixed route system. Failure to provide the service as required by 42 U.S.C. §12143 and the applicable regulations contained in 49 C.F.R. Part 37, is a violation of both federal and state civil rights of the individual. Thus performance to the level required by the proposed contract and applicable law is critical.
- 2) At the eventual termination of the contract, the CONTRACTOR shall facilitate the transition of staff that chooses to seek employment with the new CONTRACTOR. Cooperation in furnishing drivers and/or the new CONTRACTOR with copies of driver training records will be a requirement of the fully executed contract. These requirements are to ensure a smooth transition of service and to eliminate possible service disruption.
- 3) Transition Plan shall include details of how the transition of services will be managed at the end of the term, if the CONTRACTOR is not successful in retaining the contract in a re-solicitation situation. Plan areas to be addressed include, but are not limited to: driver retention during the transition period, allowing access to employees for the incoming CONTRACTOR, handling and transfer of maintenance records; joint inspection of assets, and provision of training record copies to employees upon request, etc.
- 4) The outgoing CONTRACTOR must cooperatively participate in the transition of this service to a new CONTRACTOR. Sixty days prior to a new CONTRACTOR starting, participation is necessary in:
 - a. Meetings
 - b. Transfer of Paratransit Service records
 - c. Access to OMNITRANS-owned vehicles
- 5) A transition period is defined as the 45-60 day period prior to the expiration of an incumbent contract. The CONTRACTOR shall participate in the coordinated transition of service to a new CONTRACTOR in such a manner as to ensure the transition results in minimum service disruption. Difficulties in providing the service experienced by the CONTRACTOR that are the natural result of the imminent expiration of the term of the contract will not be deemed an excuse from penalties otherwise described in this scope of work.
- 6) During the transition phase, OMNITRANS staff will meet with both the incumbent and new CONTRACTOR to discuss specific operational issues, records and vehicle transition events and the time frame in which they must occur. There is no limit as to the number of meetings

OMNITRANS may call. As requested by OMNITRANS, the incumbent must make pertinent records accessible to both OMNITRANS and the new CONTRACTOR within three (3) days of OMNITRANS' request.

- 7) OMNITRANS-owned vehicles will be subject to a joint transition inspection and acceptance upon transition to the new CONTRACTOR in accordance with vehicle maintenance standards. The incumbent will make all OMNITRANS' vehicles available to OMNITRANS, at its request, by the end of the service day on the day of expiration of contract.
- 8) OMNITRANS will establish a transition timeline detailing the due dates for critical requirements completion. Check points and stop points will be built into this timeline. If, at any time during the transition phase, requirements are not completed by the assigned due date, a halt to the transition plan may be declared until the deficiency is corrected.

SECTION II - ACQUIRE/PROVIDE PERSONNEL

- A. The CONTRACTOR shall provide all resources (manpower, subcontractors, supplies, and services) necessary to meet the scope of work.
- B. The CONTRACTOR staff, at a minimum, shall consist of a project manager, two (2) operations managers, safety and training manager, maintenance manager, dispatch supervisor(s), mechanics, utility service personnel, behind-the-wheel trainer(s), schedulers, dispatchers, reservationists, office/administrative support staff, road supervisors, vehicle operators, and other staff deemed necessary to provide services.
- C. Vehicle operators, maintenance mechanics, reservationists and dispatchers are represented by Amalgamated Transit Union (ATU) Local 1704. See Exhibit E, Current Wages & Benefit Levels.
- D. Requirements:
 - 1) The CONTRACTOR shall comply with all federal, state and local employment regulations as regards employee wages, worker's compensation, unemployment insurance, payroll taxes, social security, and any other mandated or optional employee benefits.
 - 2) The CONTRACTOR shall be solely responsible for payment of all of its employee wages and benefits. The CONTRACTOR shall be solely responsible for the payment and actions of any and all subcontractors and subcontractors' employees when performing duties for OMNITRANS under the Contract on behalf of the CONTRACTOR.
 - 3) The CONTRACTOR shall obtain and provide all required state and local permits, and ensure that all drivers are properly certified and licensed for the service that they are providing.
 - 4) All CONTRACTOR personnel assigned by CONTRACTOR to this project, irrespective of their employment status with CONTRACTOR, shall be knowledgeable about the project and the ADA. In addition, all personnel must maintain a professional and courteous behavior toward all passengers and individuals transported and those contacting the CONTRACTOR by phone.
 - 5) A sufficient number of personnel who answer customer calls shall be bilingual in both English and Spanish, at all times.
 - 6) The CONTRACTOR shall adhere to all policies and regulations as defined and communicated to the CONTRACTOR from OMNITRANS regarding Access and Fixed Route.

- 7) OMNITRANS retains the right to review the CONTRACTOR's personnel policies and lists of personnel assigned to the OMNITRANS Paratransit Services Contract at any time upon 24 hour notice.
- 8) Key personnel include the Project Manager, Operations Managers, Safety and Training Manager and Maintenance Manager. It is expected that no change in proposed Key Personnel occur during the initial two years of this contract. The only exceptions to this requirement shall be: 1) if the proposed individual resigns from the bidder's employment and leaves their organization, 2) the CONTRACTOR, with advance approval from OMNITRANS, proposes a personnel change that provides to OMNITRANS a stronger, more experienced management team or, 3) the personnel change is at the request of OMNITRANS. Key Personnel changes for any other reason during this initial two year period shall be subject to a penalty of **\$50,000** to be deducted from the first month's invoice after the change.
- 9) Proposed changes in "key personnel" and job duties shall be subject to review and approval by OMNITRANS prior to implementation of changes.
- 10) "Key Personnel" are required to take a minimum four (4) hours each of bi-annual in-service training riding with a certified, dedicated OMNITRANS Paratransit vehicle operator, one of the rides shall be using a wheelchair for boarding, riding and alighting;
- 11) In all matters concerning the procurement of supplies, materials, equipment and services to be provided under the Contract, CONTRACTOR shall follow OMNITRANS' Procurement Policies and Procedures Manuals. A copy of the said manuals will be provided to CONTRACTOR during transition. OMNITRANS, at its sole discretion, will periodically review CONTRACTOR's procurement practices for compliance. To the extent practically possible, OMNITRANS may provide CONTRACTOR with a twenty-four (24) hour advance notice.

E. PROJECT MANAGER

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

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

- 4) CONTRACTOR shall not replace the Project Manager without the written consent of OMNITRANS. In the case of voluntary termination, a two week' advance notice shall be provided to OMNITRANS. In no case shall CONTRACTOR provide less than a five business days' notice prior to the departure of the Project Manager. A temporary manager, acceptable to OMNITRANS, shall be assigned immediately and dedicated 100% to the OMNITRANS project while a replacement manager acceptable to OMNITRANS is sought.
- 5) The Project Manager shall have a minimum of five (5) years' management experience in paratransit operations and a minimum of three (3) years management experience in fixed route operations or a related field.
- 6) The Project Manager must have an e-mail address accessible throughout the day, through which communication with OMNITRANS will be maintained.
- 7) Project Manager responsibilities shall include, but not be limited to:
 - a. Demonstrate, by decision and action, competency in all aspects of ADA Paratransit;
 - b. Demonstrate, by decision and action, competency in all aspects of fixed route transit;
 - c. Supervise all project staff and the management of the project accounts and operating records;
 - d. Be available by telephone or in person during all hours of the operational day to make decisions or provide coordination as necessary at the request of OMNITRANS;
 - e. Oversee and be responsible for the following:
 - f. Employee scheduling and training
 - g. Assignment and scheduling of back-up personnel;
 - h. Distribution and/or collection of daily operating reports, transfer trips, and fares;
 - i. Unscheduled, periodic inspections of revenue vehicles;
 - j. Preparation of reports from daily operational data;
 - k. Maintenance of project accounts;
 - l. Preparation of monthly invoices;
 - m. Immediate resolution of operational problems, accidents, issues, and/or passenger complaints; and
 - n. Timely and accurate reporting of service interruptions to OMNITRANS.

F. OPERATIONS MANAGER

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

- 2) The Operations Manager shall directly supervise the activities of all drivers, dispatchers, schedulers and related support personnel in the provision of safe, reliable, and courteous complementary paratransit service and fixed route service.
- 3) Both Operations Managers must have a minimum of three (3) paratransit operations management experience and at least one Operations Manager must also have a minimum of two (2) years fixed route operations management experience.
- 4) The Operations Managers must have sufficient knowledge of all their subordinate's functional skills.
- 5) Appointment of the Operations Manager shall be subject to the approval of OMNITRANS.
- 6) The Project Manager or Operations Manager will be on-site during normal business hours.

G. SAFETY AND TRAINING MANAGER

- 1) The Safety and Training Manager is responsible for directing, designing, developing and implementing the local safety training program. The goal of the Safety and Training Manager's efforts is to produce highly trained, safe vehicle operators for provision of the OMNITRANS Paratransit, OmniGo Fixed Route Services, and OMNITRANS Express Service.
- 2) Responsibilities of this position include:
 - a. Must possess a Transportation Safety Institute (TSI) or equivalent transit training certification;
 - b. Maintain safety sensitive staff training records and FTA Drug and Alcohol testing records. Must ensure these records are up-to-date and available for inspection by designated OMNITRANS staff upon request;
 - c. New driver training;
 - d. Accident investigation training and review including the responsibilities and expectations of the first supervisor on scene and the responsibilities of the vehicle operator involved in the accident/incident;
 - e. Refresher training;
 - f. Monthly safety meetings;
 - g. Video surveillance system event reviews;
 - h. Safety counseling to vehicle operators;
 - i. Supervision and training of behind-the-wheel trainers;
 - j. Supervision and training of road supervisors;
 - k. Preparation of completed accident reports for submission to OMNITRANS;
 - l. FTA Drug and Alcohol policy staff training; and
 - m. FTA Drug and Alcohol Testing program administration

H. MAINTENANCE MANAGER

- 1) The CONTRACTOR shall assign a Maintenance Manager to ensure that OMNITRANS' vehicle maintenance and vehicle performance standards are adhered to and to ensure that all Access and OmniGo vehicles are systematically inspected, maintained and repaired while minimizing down time. The Maintenance Manager shall be separate from the Project and Operations Managers and must be approved by OMNITRANS' Director of Maintenance or his designee. The Maintenance Manager does not have to be dedicated solely to the OMNITRANS project, but must be on-site during regular maintenance hours.
- 2) The Maintenance Manager must ensure that vehicle maintenance complies with OMNITRANS' maintenance schedule.
- 3) The Maintenance Manager must ensure that any scheduled preventative vehicle maintenance does not conflict with peak service vehicle demands. Service shall not be missed or delayed due to scheduled preventative maintenance or having to wait for common consumable replacement parts.
- 4) The Maintenance Manager shall maintain service records for the assigned Access and OmniGo fleet. The maintenance records must be available for inspection by designated OMNITRANS staff upon request.
- 5) The Maintenance Manager shall ensure that at minimum one technician on staff has thorough knowledge related to troubleshooting on board video surveillance and communications systems. This is critical to provide fully operational components.
- 6) The Maintenance Manager must have a minimum of five (5) years' experience in vehicle fleet maintenance management and understand the dynamics of the operations-maintenance relationship
- 7) The vehicles to be used for the OMNITRANS Express service will be maintained by OMNITRANS' Maintenance Department.

I. DISPATCH/RESERVATIONS SUPERVISOR

The Dispatch/Reservations Supervisor shall:

- 1) Oversee the dispatch and reservations functions of the operation and report directly to the I Street Operations Manager.
- 2) Have thorough knowledge of ADA trip booking practices including trip negotiation.
- 3) Have a thorough knowledge of the Trapeze PASS software used for trip booking, scheduling and dispatching.
- 4) Have a thorough knowledge of Automated Call Distribution software, specifically the features associated with call monitoring, recording retrieval, and operator assignments.
- 5) Randomly monitor reservationist calls weekly to ensure policy compliance and sound customer service skills are utilized.

- 6) An Assistant Dispatch/Reservations Supervisor shall be assigned to work the days which the Dispatch Supervisor is off duty, on vacation status, or on another off work status.

J. ROAD SUPERVISORS

- 1) The CONTRACTOR shall provide on-street road supervisors who shall operate throughout the service area during all service times to:
 - a. Ensure the best quality of service is delivered to all customers;
 - b. Address specific service-related problems and service interruptions; and
 - c. Complete occasional special projects as may be requested by OMNITRANS.
- 2) The CONTRACTOR shall provide a minimum of four (4) dedicated road supervisors for each operating site to ensure adequate shift coverage. The road supervisors will report directly to the Safety and Training Manager or one of the Operations Managers.
- 3) Road Supervisors shall provide on street monitoring which include vehicle conditions, driver professionalism, driver performance, driver appearance and adherence to service rules and performance standards.
- 4) Road Supervisors shall immediately investigate complaints related to driver misconduct, unsafe operating conditions, vehicle safety, and vehicle operating condition and work to quickly resolve such matters. Road Supervisors shall perform such follow-up action as may be necessary to ensure opportunities for reoccurrence of similar problems are minimized or eliminated.
- 5) Road Supervisors shall promptly respond to accidents involving OMNITRANS passengers, vehicles, or CONTRACTOR vehicles used in the provision of OMNITRANS Paratransit Services.
- 6) At a minimum, 70% of Road Supervisors' work should consist of monitoring vehicle operator performance in the field.
- 7) Road Supervisors shall document and report their activities on a weekly basis using the Road Supervision Reports, (Exhibit F, Road Supervisor Report, or an approved alternate form). On a weekly basis, copies of these reports shall be scanned and emailed to the Operations Services Supervisor.
- 8) The Road Supervisors shall have a minimum of three (3) years' professional experience in the Paratransit or fixed route service arena as a driver, field supervisor, or trainer.

K. DISPATCHERS

- 1) Sufficient dispatchers shall be assigned during all hours of service operations to maintain contact with drivers and to respond to requests for ETA from passengers within 3 minutes of receiving a call.
- 2) Dispatchers shall be responsible for coordinating vehicle and driver assignments, monitoring radio traffic for service quality, and responding to service interruptions.

- 3) Dispatchers shall hold the same level of certification as vehicle operators for operation of the largest revenue vehicle. All dispatcher's license, medical card, and necessary certifications must remain current.
- 4) Dispatchers must have a **minimum of one (1) year's** verifiable experience as a vehicle operator in a shared-ride passenger transportation service.
- 5) Dispatchers must be trained to proficiency in the utilization of the Trapeze PASS scheduling/dispatching software and the Trapeze Transit Master Automatic Vehicle Locator (AVL) bus operation software.
- 6) Dispatchers must have the ability to communicate concisely in English when operating the communications system.
- 7) Dispatchers must be able to communicate effectively, both orally and in writing in English
- 8) OMNITRANS, at its sole discretion, may require CONTRACTOR to remove from service any dispatcher for excessive customer complaints, rudeness, or other inappropriate behavior.

L. RESERVATIONIST

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

- c. Provide other services as directed by their supervisors to comply with Contractual obligations
 - d. Meet all training requirements set forth in the Contract. All training records shall be kept up-to-date and housed at the CONTRACTOR's facility for immediate inspection by OMNITRANS personnel upon request.
- 6) OMNITRANS, at its sole discretion, may require CONTRACTOR to remove from service any reservationist for excessive customer complaints, rudeness, or other inappropriate behavior.

M. BEHIND-THE-WHEEL (BTW) TRAINER

- 1) The BTW trainer shall be a state or federally certified school bus/transit bus instructor.
- 2) BTW training shall be conducted only by trainers who have been certified by the California Department of Motor Vehicles as a School Bus or Transit Bus instructor.
- 3) The BTW trainers will ensure that the instruction they provide conforms to CVC Section 40088.
- 4) A minimum of one (1) certified BTW trainer shall be provided by CONTRACTOR for each operating site.

N. VEHICLE OPERATORS/DRIVERS

- 1) Vehicle operators must meet the following standards:
 - a. CONTRACTOR shall, prior to employment, subject potential drivers to an initial criminal background check either performed by a San Bernardino County law enforcement agency, the California Highway Patrol, or an equivalent background check approved by OMNITRANS. The background checks shall screen not just for vehicular related felony and misdemeanor records but also all felony and misdemeanor arrests and convictions. Thereafter, CONTRACTOR shall conduct criminal background checks at a minimum of once every two years. Upon request, CONTRACTOR shall provide designated OMNITRANS staff access to documentation demonstrating that the initial and subsequent background checks have been performed. CONTRACTOR shall have responsibility for record keeping and maintenance of all background checks.
 - b. A valid California Class A, or Class B driver's license, and current medical examination certificate for all drivers regardless of vehicles operated, as well as any other license required by applicable federal, state, and local regulations are required when operating any vehicle assigned under this contract.
 - c. At the time of hire, Drivers may not have accumulated more than four points on their most recent DMV abstract over the recent past 36 months. In addition, drivers may not have had any single violation of two points in the past 36 months. Once hired, drivers may accumulate no more than two points against their license per year. A single violation of two points may be grounds to deem a driver unqualified to provide service under the contract.

- d. While multi-lingual Drivers are encouraged, each must also have the ability to communicate effectively in English, both oral and written, and are required to treat all passengers with kindness, courtesy, and respect. Drivers found not to have sufficient skills to communicate effectively in English will be immediately removed from service.
 - e. OMNITRANS, at its sole discretion, may require CONTRACTOR to remove from service any driver for excessive customer complaints, rudeness, or other inappropriate behavior or appearance, preventable accidents (per National Safety Council) or any other behavior or appearance which reflects poorly on OMNITRANS.
 - f. In accordance with Section 4512 of the Welfare and Institutions Code, vehicle drivers are required to have on their person a valid Vehicles for Developmentally Disabled Persons (VDDP) card when operating a vehicle providing Access Service.
- 2) In addition to the CONTRACTOR's corporate appearance policy, all Drivers (direct CONTRACTOR employee or subcontracted) will be required to adhere to the following appearance standards:
- a. Drivers shall wear uniforms acceptable to OMNITRANS when performing their duties under this Contract and **shall not be placed into revenue service without the proper uniform.**
 - b. Uniforms will be of the CONTRACTOR's design, but shall, at a minimum, consist of a shirt or blouse, uniform long pants or uniform short pants, and a lightweight jacket of a uniform design and color.
 - c. Uniforms are to be neat, clean and pressed, in good condition and properly fit with shirts tucked in at all times during employees' service hours.
 - d. All Drivers will maintain good hygiene and grooming standards. Excessive jewelry, excessive make-up, excessive hairstyles, visible body piercings, and visible tattoos are not permitted while on duty.
 - e. During hours that drivers are either on duty or are at any OMNITRANS property, all drivers shall wear an identification badge that will include a picture of the employee and a badge number. The badge number will be unique and will be used to identify the driver on all paperwork submitted to OMNITRANS. Badges will be of a design approved by OMNITRANS and will contain a large print, unduplicated number for each employee as well as an OMNITRANS Access logo. Badges will be issued upon employment and must be surrendered upon employee termination.
 - f. Drivers are expected to maintain a professional standard of appearance. The CONTRACTOR shall provide a copy of their company appearance policy to OMNITRANS for approval. OMNITRANS reserves the right to add additional requirements if the CONTRACTOR's policies appear inadequate to meet OMNITRANS requirements.
- 3) The CONTRACTOR shall notify OMNITRANS of Driver termination, suspension (start/end or reinstatement on a weekly basis (see Exhibit G, Employee Update Form, attached hereto and incorporated herein by this reference and made an integral part hereof for format to be used in reporting this information.)

O. SCHEDULERS/OPTIMIZERS

- 1) The CONTRACTOR shall ensure availability of a sufficient number of scheduling personnel to ensure timely and accurate scheduling of all trips.

- 2) Schedulers shall:
 - a. Automatically (and infrequently manually) assign trips in the most efficient run configurations.
 - b. Provide other services as directed by their supervisors to comply with Contractual obligations.
 - c. Maintain the master runs of the scheduling software to build the routes.
 - d. Have proficient knowledge regarding the effective and efficient use of subscription trips.
 - e. Have a thorough knowledge of theTrapeze PASS scheduling software and how to utilize the applications to maximize run efficiency and performance.

P. MAINTENANCE STAFF

- 1) The CONTRACTOR shall employ at least one (1) OMNITRANS-service dedicated, ASE certified technician with certifications in brakes, suspensions, air conditioning, and electrical for each operating site. A certified Master Automotive Technician would be preferred.
- 2) CONTRACTOR shall maintain a minimum ratio of one (1) technician certified in at least one ASE category for every 15 revenue service vehicles. A \$500.00 per day penalty shall apply starting on the 26th day should the CONTRACTOR fail to meet this requirement for any single period exceeding 25 consecutive days within a rolling twelve (12) month period.

Q. PERSONNEL POLICY

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

R. DRUG AND ALCOHOL TESTING

- 1) The CONTRACTOR shall comply with the requirements of the Drug-Free Workplace Act of 1988 (49 CFR Part 29); State of California Government Code Section 8350, et. seq., SB 532 (enacted into law on 10/10/00); the U.S. Department of Transportation "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 40, as amended on December 19, 2000); the Federal Transit Administration drug and alcohol testing rule (49 CFR Part 655). Since these rules are periodically revised and amended, any plan adopted by the CONTRACTOR must be revised and amended accordingly to maintain compliance.
- 2) Prior to performance of this contract, the CONTRACTOR shall submit a current Drug and Alcohol Policy that complies with the minimum requirements of the applicable drug and alcohol testing regulations. The policy shall be approved by OMNITRANS. Refer to Section 655.15 of the FTA regulation for a listing of the FTA policy statement contents.
- 3) CONTRACTOR's Drug and Alcohol Policy shall include requirements for pre-employment, post-accident, reasonable suspicion, and random testing for employees performing safety-sensitive functions, as defined in the current FTA regulations. OMNITRANS is a zero-tolerance organization and as such, expects that the safety sensitive employees performing on this contract are covered by a zero-tolerance policy. Additionally, leased drivers and subcontractors (other than specific maintenance subcontractors) performing safety-sensitive requirements will be subject to the same regulations.
- 4) Unless the CONTRACTOR's own policy or requirements of State, Federal or local law now or hereafter are more stringent, the CONTRACTOR shall enforce these standards. From the date of this contract, the CONTRACTOR shall certify to OMNITRANS in writing its compliance with the mandated laws and regulations. See Exhibit H for a sample "Certification of CONTRACTOR Compliance".
- 5) The CONTRACTOR's drug and alcohol testing program shall be subject to periodic audits either by OMNITRANS or its designated representative. The audit shall include a review of forms, as well as procedures utilized by the CONTRACTOR's service agents (e.g., collection sites, drug testing laboratory, Medical Review Officer, Substance Abuse Professional, and consortium/third party administrator if applicable.)
- 6) Any deficiencies identified during program audits shall be corrected by the CONTRACTOR to the full satisfaction of OMNITRANS either within 45 days or an alternative cure period mutually agreed upon by Agency and CONTRACTOR. Penalties may be applied for failure to meet this requirement or should CONTRACTOR fail to provide the cure within the agreed upon alternative cure period such as suspension of payment of invoices or, depending on the seriousness of the violation, termination of the contract. The assessment of such a penalty in accordance with the terms of the proposed Contract shall in no event be deemed a breach thereof by OMNITRANS.
- 7) The CONTRACTOR shall comply with all record keeping and reporting requirements outlined in the DOT and FTA rules: 49 CFR Parts 40 and 655.
- 8) The CONTRACTOR agrees to establish and implement a drug and alcohol program that complies with 49 CFR Part 655 and 49 CFR Part 40; produce any documentation necessary to

establish its compliance with Part 40 and Part 655; and permit any authorized representative of the US Department of Transportation or its operating administrations, the State of California oversight agency, or OMNITRANS to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655.

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

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

- 10) In addition, on an annual basis, by no later than February 15 of each year, the CONTRACTOR shall submit to OMNITRANS an annual DAMIS report for the previous calendar year. The CONTRACTOR shall provide an explanation for any discrepancy or deficiency in the data reported (e.g., not meeting the required random rates).

SECTION III - PROVIDE TRAINING / SAFETY SUPPORT / EMPLOYEE INCENTIVES

- A. The CONTRACTOR shall ensure ongoing training which will prepare all employees assigned to the OMNITRANS project to function in a manner that conforms to all federal, state and local laws and ensure that OMNITRANS' contractual and operational objectives are met.
- B. The CONTRACTOR shall establish and document a training program. Exhibit I, Training Record, provides the format to be used in documenting original driver training, continuous driver training, and driver re-training. These forms may also be used for dispatcher and order taker training on the following:
- 1) The provision of service which is safe, reliable and meets ADA requirements;
 - 2) The provision of service which will maximize customer acceptance; and
 - 3) The provision of service in a manner which will minimize costs while providing quality service.
- C. Current OMNITRANS-certified drivers may be exempt from a portion of the training described below. To obtain a training exemption, drivers must furnish relevant training documentation to the new CONTRACTOR who then must sign off on this training on the OMNITRANS' Driver Training form.
- D. Drivers are required to receive training in all areas listed herein and in the stated number of hours) for which they have not been trained by an OMNITRANS contracted CONTRACTOR. All training documentation is subject to OMNITRANS' review. All required training must be completed prior to the driver's commencement of revenue service. All training must be documented on the OMNITRANS' Driver Training form. This form is subject to periodic inspection and bi-annual review.

- E. The CONTRACTOR must furnish OMNITRANS with the name of all drivers prior to placing them in Access revenue service
- F. Minimum Requirements of the training program:
- 1) THE DRIVER TRAINING PROGRAM SHALL MEET THE REQUIREMENTS OF THE TRAINING PROGRAMS REQUIRED BY THE CALIFORNIA STATE STATUTES (VERIFIED TRANSIT TRAINING (VTT) OR GENERAL PUBLIC PARATRANSIT VEHICLE (GPPV)). THE PROGRAM SHALL CONSIST OF EACH DRIVER SUCCESSFULLY COMPLETING A MINIMUM OF 100 HOURS OF INSTRUCTION, BUT IS NOT LIMITED TO THE FOLLOWING:
 - a. Applicable laws and regulations – 1 hour minimum;
 - b. 40 hours of “behind-the-wheel” defensive driver training (see Section II-G);
 - c. Eight (8) hours of the classroom defensive driving training, utilizing the program developed by the Transit and Paratransit Company (TAPTCO), or an equivalent course approved by OMNITRANS;
 - d. Minimum of five (5) hours of sensitivity training which teaches disability awareness and communication skills with disabled individuals;
 - e. Minimum of four (4) hours continued sensitivity training on a paratransit bus, boarding, riding and alighting using a wheelchair;
 - f. Minimum of two (2) hours of training on OMNITRANS policies and procedures for ADA service;
 - g. Minimum of five (5) hours working with mobility devices which teaches the driver how to safely deploy vehicle equipment and secure passengers;
 - h. Minimum of eight (8) hours on the primary service area street network, regional boundaries and map reading;
 - i. Minimum of two (2) hour on fare collection and passenger counting and accident reporting procedures;
 - j. Minimum of one (1) hours on the operation and usage of two-way radios and mobile digital terminal (MDT) equipment in accordance with company policies and federal regulations;
 - k. Minimum of one (1) hour of training in the safe handling of blood-borne pathogens as required by 29 CFR 1910.1030.;
 - l. Minimum of two (2) hours of training regarding sexual harassment of riders; and
 - m. Minimum of two (2) hour of training in how to maintain a drug-free workplace.
 - 2) In addition to initial driver training, the CONTRACTOR must also provide the following continuing education:
 - a. Continuous annual training, including a minimum of four (4) hours of sensitivity training and four (4) hours of training in safe vehicle operation, according to AB 1634 (see Exhibit I for format to be used in documenting driver continuous training);

- b. Applicable retraining (a minimum of one (1) hour per incident) for minor infractions (see Exhibit I)
- 3) ALL DRIVERS MUST BE ABLE TO COMMUNICATE EFFECTIVELY, IN WRITING AND ORALLY IN ENGLISH. THE STANDARD USED TO MEASURE THIS PROFICIENCY SHALL BE AT THE SOLE DETERMINATION OF OMNITRANS. ANY DRIVER REPORTED TO HAVE COMPLETED TRAINING BUT IS LATER DETERMINED TO BE DEFICIENT IN ENGLISH MAY BE REMOVED FROM SERVICE UNTIL THIS REQUIREMENT IS MET.

G. SAFETY SUPPORT

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

- 1) Department of Motor Vehicles (DMV) Pull notice enrollment and initial background check and Commercial Motor Vehicle medical certifications, for all drivers including taxi and sedan drivers who participate in the ACCESS service.
- 2) Establishment of a safe driving awards program.
- 3) Ongoing checks of driver's record and driver's license using DMV pull notice printouts or SAMBA On-line Fleetwatch service. Immediate removal or reassignment of drivers who are found to have invalid or suspended licenses or who have developed a poor driving safety record (whether in personal or business vehicles).
- 4) Ensuring possession of a valid and appropriate driver's license by all drivers while operating an OMNITRANS vehicle and continual reinforcement of driving and safety principles. Driver must show valid California driver's license, certifications and medical card daily, prior to receiving the keys to the vehicle and going into revenue service.

H. BEHIND-THE-WHEEL TRAINING

- 1) All behind-the-wheel training shall be performed by a Transportation Safety Institute (TSI) certified-instructor or a delegated Behind-the-Wheel Trainer. A delegated Behind-the-Wheel Trainer is someone who is selected and trained to assist in the behind-the-wheel training of drivers. The CONTRACTOR shall provide a minimum of two (2) TSI Certified Behind-the-Wheel Trainers on staff to ensure adequate training. , Road Supervisors shall be excluded from this role. Such Behind –the-Wheel Trainers as are assigned by the CONTRACTOR shall be fully dedicated to this Contract.
- 2) The minimum standards for selection of Behind-the-Wheel Trainers are as follows. Note that CONTRACTOR will not have the option of waiving any of these requirements without express and written agreement from OMNITRANS:
 - a. One (1) years of experience as a professional Paratransit or transit driver of the appropriate type and size of vehicle immediately preceding the date of selection as a delegated Behind-the-Wheel Trainer.
 - b. Possession of the appropriate license, certificates, and endorsements needed to drive and train in a vehicle of a particular type and size.

- c. A high school diploma or GED equivalent.
- d. A driving record with no chargeable accidents within the past three years and not more than one (1) point immediately preceding the date of selection.
- e. Successful completion of all training required of OMNITRANS drivers stated herein.
- f. Possession of the same basic knowledge and skills as a state-certified instructor.
- g. Successful completion of a written assessment test and a wheelchair securement test both of which are approved and administered by OMNITRANS.
- h. Successful completion of a driving performance test on all phases of behind-the-wheel and vehicle inspection training. A state-certified instructor of the appropriate class shall give the test.
- i. The state-certified instructor shall train and verify the competence of each delegated Behind-the-Wheel Trainer to be utilized in training. This verification shall be documented and placed in the delegated Behind-the-Wheel Trainer's file with a copy sent to OMNITRANS.

I. RESERVATIONIST TRAINING

- 1. OMNITRANS recognizes that the success of Paratransit transportation services begins with the training and management of first contact personnel. The initial telephone call by the rider and the accuracy of the information recorded is the foundation on which trip(s) are successfully performed. Thus, it is imperative that reservationist training be effective, efficient, and focused on those skills necessary to render the reservation process a success each time.
- 2. The CONTRACTOR shall ensure reservationists undergo, at a minimum, the required initial training prior to their acceptance into reservation service. The initial training shall include the following:
 - a. A minimum of eight (8) hours of training in procedures which may combine classroom sessions with hands-on training with an experienced reservationist;
 - b. Introduction to OMNITRANS' policies and procedures for ADA service;
 - c. Knowledge of primary service area street network and regional boundaries;
 - d. A minimum of four (4) hours of sensitivity training which teaches disability awareness and communication skills with disabled individuals using the curriculum of the OMNITRANS Sensitivity Training Program or a suitable equivalent approved by OMNITRANS;
 - e. A minimum of two (2) hours of training on proper telephone etiquette which includes training in diffusing emotional situations and dealing with abusive or difficult callers;
 - f. A minimum of four (4) hours each of bi-annual in-service training riding with a certified, dedicated OMNITRANS Paratransit vehicle operator;
 - g. A written test provided by OMNITRANS in which the order taker must have a minimum score of 90%;

- h. A minimum of one phone observation by a supervisor during the reservationists' first week on duty with a written evaluation done by the supervisor followed by a least one more phone observation during the second week on duty;
- i. Applicable retraining for repeated and accumulated minor infractions; and
- j. A minimum of four (4) hours per quarter of refresher training in subject areas designated by OMNITRANS.

J. DISPATCHER TRAINING

The CONTRACTOR shall provide training for dispatchers that include the following:

- 1) Minimum of ten (10) hours of on-the-job training with an experienced dispatcher;
- 2) Introduction to OMNITRANS policies and procedures for ADA service including familiarization with OMNITRANS Rider's Guide;
- 3) Extensive knowledge of service area street network and regional boundaries;
- 4) Minimum of four (4) hours of sensitivity training which teaches disability awareness and communication skills with disabled individuals using the curriculum of the OMNITRANS Sensitivity Training Program or a suitable equivalent approved by OMNITRANS;
- 5) Map reading;
- 6) Knowledge and operation of automated and manual dispatch systems;
- 7) Knowledge and operation of radio systems;
- 8) Minimum of four (4) hours each of bi-annual in-service riding, one ride completed using a wheelchair for boarding, riding, and alighting;
- 9) Applicable retraining for repeated and accumulated minor infractions;
- 10) A minimum of twenty (20) hours of refresher training per year in areas designated by OMNITRANS.

K. EMPLOYEE INCENTIVES

- 1) CONTRACTOR shall provide at a minimum two (2) incentive and/or recognition programs for employees assigned to OMNITRANS.
- 2) The CONTRACTOR shall provide an outline explaining the delivery of the programs, how the programs work and how the programs will be managed.
- 3) Employee incentive and recognition programs are not billable to the OMNITRANS

SECTION IV - PROVIDE VEHICLE OPERATIONS

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

B. Driver's Equipment

- 1) The CONTRACTOR shall ensure that drivers possess all necessary operating equipment.

- 2) Driver equipment shall include, but will not be limited to, a current Thomas Guide Map Book (or similar hard copy or electronic device) of the operating area, clipboard, pencils, and an operable and accurate time piece.

C. Hours of Operation

- 1) Access - Transportation service under this Contract shall be provided during all hours that OMNITRANS fixed-route services operate. Staff appropriate to the demand must be available to dispatch vehicles and handle no shows/cancels. The Project Manager and/or Operations Manager shall be on-site weekdays during peak hours of service.
- 2) OmniGo Fixed Route – OmniGo and OMNITRANS Express services operate on all days the OMNITRANS fixed-route service operates. Dispatch and field supervision shall be available at all times vehicle operators are on the street.
- 3) FTA's regulations require the operating hours for ADA Paratransit to be comparable to that of the Agency's local fixed-route service. This span of service is subject to change as fixed-route service changes are implemented.
- 4) The current hours of operation are:
 - a) Access and fixed-route services operate weekdays between 04:00 and 23:30, Saturdays between 05:20 and 22:30, and Sunday between 05:45 and 21:00.
 - b) The current business hours are daily 08:00 to 17:00.

D. Fares

- 1) OMNITRANS shall solely determine the fare policy; see Exhibit J, Fare Policy.
- 2) The CONTRACTOR shall use the Trapeze PASS scheduling system provided by OMNITRANS to book all eligible Access trips. With this data, the CONTRACTOR's staff shall inform the prospective passenger of the fare at the time of the reservation request. The fare for each trip is determined at the time the reservation is placed.
- 3) The CONTRACTOR shall retain the cash fares collected on Access trips and deduct such value from the monthly OMNITRANS invoice. Any non-cash fare media will not be deducted from the monthly OMNITRANS invoice, but returned to OMNITRANS.
- 4) Tips and gratuities shall not be accepted or encouraged. Drivers soliciting tips, gratuities, or unauthorized fares for OMNITRANS trips shall be permanently removed from OMNITRANS service immediately.

E. No Smoking Policy

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

SECTION V - INFORMATION SYSTEMS AND DATA REQUIREMENTS

- A. The purpose of this section is to detail the various information systems and data requirements that are necessary for the successful day-to-day operations of an OMNITRANS service CONTRACTOR.
- B. OMNITRANS staff will have access twenty-four hours a day, seven days a week to all areas where OMNITRANS provided equipment is housed.
- C. Network
 - 1) OMNITRANS provides a point-to-point T1 service between the operating site and OMNITRANS' home office to allow access to OMNITRANS' provided equipment.
 - 2) The OMNITRANS' provided equipment is part of OMNITRANS' Wide Area-Network (WAN).
 - 3) All equipment provided by OMNITRANS will come equipped with Uninterruptible Power Supply units.
 - 4) OMNITRANS will provide the following equipment:
 - 5) Cisco Router
 - 6) The facility shall also have a CONTRACTOR provided high-capacity fax machine capable of receiving up to 20 one-page faxes per minute. This fax shall be located in, or very near, the dispatch area.

D. Software

- 1) OMNITRANS will provide the necessary Trapeze (PASS, COMM, Transitmaster), On Board Surveillance (Verint), and Call Center (Shoretel) software that will allow its CONTRACTOR to productively utilize the OMNITRANS provided equipment in accordance with OMNITRANS' operating goals.

NOTE: *OMNITRANS is considering the implementation of an Interactive Voice Recognition (IVR) program to enable automated passenger call-out for the Access program. OMNITRANS expects to share any cost reductions realized by the CONTRACTOR for any call center staff reductions made possible due to the IVR system.*

- 2) OMNITRANS will conduct initial training on the utilization of the Surveillance and Call Center software. Subsequent training will be the responsibility of the CONTRACTOR through the life of the contract unless it involves a change in the functionality of the software. CONTRACTOR is expected to have extensive experience and knowledge for utilization of the Trapeze software applications.
- 3) General day-to-day proper use of the software and data entry is solely the responsibility of the CONTRACTOR. The CONTRACTOR is also responsible for normal network support and resolution of connectivity issues.

E. Mobile Data Terminals (MDT)

- 1) Every OMNITRANS supplied vehicle utilized in Purchased Transportation Services will be equipped with a MDT (includes data cables, internal GPS unit, GPS antennae).
- 2) This device will be utilized to perform trips as assigned by dispatch.
- 3) Current MDT is Transitmaster (Trapeze part #50T0096-001).

F. Help Desk

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

G. Staff

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

H. Computers / Servers

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

SECTION VI - ACQUIRE/PROVIDE VEHICLES

- A. OMNITRANS will provide 97 cutaway vans to for the Access Service, 10 vehicles for OmniGo services, and 7 vehicles (maintained by OMNITRANS Staff and based at OMNITRANS facilities) for the OMNITRANS Express services to be delivered in accordance with this Scope of Work. OMNITRANS expects that the number of OMNITRANS-supplied vehicles will be sufficient to provide the base transportation services as outlined above as long as the service is operated with the highest degree of efficiency.
- B. The CONTRACTOR is permitted to provide some portion of Paratransit service in its own or subcontracted vehicles. To improve efficiency, proposing CONTRACTORs are encouraged to consider subcontracting some portion of peak, late night and possibly base service to taxi, per trip type operators (example Medicaid CONTRACTOR) or other transit operators. The CONTRACTOR will receive no additional payment if it chooses to utilize non-OMNITRANS provided equipment. Only the actual hours with an eligible Omnitrans Access client on board (revenue hours) will be considered for compensation at the awarded billable rate. Trips that co-

mingle Omnitrans Access clients with passengers from other services are not eligible for compensation.

- C. OMNITRANS will be responsible for obtaining registration and vehicle licenses for all OMNITRANS-owned vehicles. OMNITRANS will not be responsible for outstanding tickets nor would it be held liable for informing CONTRACTOR of violations charged to vehicles. If a situation arises wherein OMNITRANS has to clear violations either monetarily or through court action, the CONTRACTOR will be responsible for the costs involved, including OMNITRANS' staff time and processing charges and such costs may be offset by OMNITRANS against any amount due to CONTRACTOR under the contract or any other amount owed by OMNITRANS to CONTRACTOR. The minimum charge for such service will be \$100.00 in addition to any fines paid out on behalf of the CONTRACTOR.
- D. Each vehicle certified for Paratransit Services shall contain a blood borne pathogen kit to be purchased and maintained by the CONTRACTOR. The contents of this kit must be replaced as they are used or become damaged. The kit shall contain, at a minimum, the following items:
- 1) CPR Microshield Clear Mouth Barrier
 - 2) Spray Bottle and Sprayer (containing one (1) part bleach to ten (10) parts water), or an equivalent pre-mixed solution
 - 3) Body Fluid Disposal Kit:
 - a. Absorbent granules
 - b. Scraper and scooper
 - c. Latex gloves
 - d. Chlorhexidine towelette
 - e. Goggle and shoe covers
 - f. Apron
 - g. Face mask
 - h. Harzadous waste red bag and ties
 - i. Multi-trauma Compress
- E. OMNITRANS-Owned Vehicles
- 1) At no time may OMNITRANS-owned vehicles be used for other than the passenger transportation services described herein or be used for any private or personal use, including Road Supervision unless specifically directed by OMNITRANS.
 - 2) OMNITRANS-owned vehicles shall not be used for CONTRACTOR staff to make relief of in-service operators.
 - 3) Direct employees of the CONTRACTOR only may operate OMNITRANS-owned vehicles. "Independent CONTRACTORS" or "Lease-Drivers" may not operate OMNITRANS-owned vehicles.
 - 4) OMNITRANS will provide the communications system on each OMNITRANS-owned vehicle. The CONTRACTOR will have the option to purchase additional systems at a fixed

price to be provided by OMNITRANS for vehicles assigned to the Contract but owned by the CONTRACTOR.

- 5) Exhibit **K**, Vehicle List and Replacement Schedule, provides a list of current OMNITRANS-owned vehicles and vehicle replacement schedule.
- 6) Specifications of vehicles to be provided by OMNITRANS are as follows:
 - a. Type II and III Cutaway Vans – El Dorado Aerotech or Starcraft Allstar vehicles with Ford V10 gasoline powered engines, automatic transmissions, power steering, power brakes, air conditioning and other common features. Vehicles will have a fold out lift and tie down locations for up to four wheelchairs. These vehicles will have seating for up to 16 ambulatory passengers.
 - b. Type II Cutaway Vans – Starcraft Alstar vehicles with Ford V10 compressed natural gas (CNG) powered engines, automatic transmissions, power steering, power brakes, air conditioning and other common features. Vehicles will have a fold out lift and tie down locations for up to two wheelchairs. These vehicles will have seating for up to 16 ambulatory passengers.
 - c. The CONTRACTOR must utilize OMNITRANS-owned equipment uniformly, i.e. operating mileage on any vehicle for any 90-day period cannot vary more than twenty percent (20%) from the average operating mileage of the OMNITRANS-owned vehicles assigned to the CONTRACTOR for the same period of time without sufficient explanation.

F. Return of Purchased Transportation Service Vehicles

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

G. CONTRACTOR-Provided Vehicles

- 1) With written approval from OMNITRANS, the CONTRACTOR may decide to provide additional vehicles to enhance efficiency or scheduling flexibility. Any vehicles used to provide Access service shall be individually identified per the requirements of it applicable licensing authority (local taxi regulations or PUC) and shall bear two OMNITRANS Access logos, one on each side of the vehicle. It is the sole responsibility of the CONTRACTOR to

procure, register, license any and all vehicles beyond those provided by OMNITRANS. CONTRACTOR or subcontractor shall pay all fees associated with owning and operating the non-OMNITRANS vehicles.

- 2) All non-OMNITRANS provided vehicles shall be subject to approval and periodic inspection by OMNITRANS. Vehicles with rear entry wheelchair access or vehicles requiring the use of a portable step shall not be acceptable for Paratransit Service work. The CONTRACTOR shall provide OMNITRANS with periodic reports, as requested by OMNITRANS, identifying these vehicles by manufacturer, model and year, mileage, specific type and size of lift or ramp, if any. The CONTRACTOR may utilize self-provided vehicles in non-OMNITRANS service as long as these vehicles are appropriately licensed for the non-OMNITRANS service.
- 3) All vehicles used in Paratransit Service shall be certified as meeting the criteria established by OMNITRANS. A qualified, approved representative of the CONTRACTOR maintenance staff shall individually certify vehicle condition. OMNITRANS will provide training to the designated staff of the CONTRACTOR on OMNITRANS' expectations for the vehicle inspection/certification. The designated staff member(s) will be responsible for the inspection/certification of all non-OMNITRANS provided vehicles, including subcontractors' vehicles to be used for providing Access services. OMNITRANS will randomly audit certified vehicles to ensure compliance. If vehicles are found to be operating in Paratransit Service, but not meeting the minimum standards, the vehicle will be immediately removed from service and any trips provided in this vehicle in the previous fourteen-day period will not be reimbursed by OMNITRANS. Repeated non-compliance may result in a detailed fleet audit being performed by OMNITRANS or its designee. Used vehicles are acceptable if they meet the following standards and are individually approved:
 - 4) Vehicles must be free of body and chassis damage; paint shall be uniform and not show obvious previous repairs with bad color matches;
 - 5) Vehicles may not exceed 150,000 miles of previous life when placed into Paratransit Service without specific written permission of OMNITRANS;
 - 6) Vehicles must have interiors of reasonably uniform or matching colors and must be free of tears, damage or graffiti;
 - 7) Vehicles shall have full maintenance records and such records should demonstrate vehicle reliability; and
 - 8) Vehicles shall have fully functioning:
 - a. Air conditioners
 - b. Safety and securement belts
 - c. Heaters
 - d. Flashers
 - e. Defrosters
 - f. Lights
 - g. Speedometers
 - h. Windshield washers/wipers
 - i. Fuel gauges

- j. Mirrors
 - k. Doors and windows
 - l. Wheel chair lifts/ramps
 - m. Serviceable tires
- 9) The CONTRACTOR shall submit in writing at least five (5) business days prior to the vehicle beginning Paratransit Service (unless mutually-agreed) the following information for each vehicle: make, model, year, vehicle identification number, and owner. This information must be submitted for vehicles not owned by OMNITRANS to be used in Paratransit Service by the CONTRACTOR or a subcontractor.
- 10) The CONTRACTOR or subcontractor-provided vehicles may use the CONTRACTOR or subcontractors' corporate colors as long as an OMNITRANS Access logo is placed on both sides of the vehicle. The CONTRACTOR is responsible for the cost of OMNITRANS-approved decals (approximately \$15.00 per decal).

H. Vehicle Insurance

1) OMNITRANS-Owned Vehicles:

- a. OMNITRANS provides the liability and physical coverage for the OMNITRANS-owned revenue vehicles used on this contract.
- b. CONTRACTOR shall be responsible for and pay for all preventable accidents and liability claims up to \$50,000 per occurrence, which is based upon OMNITRANS self-insurance retention (SIR) for liability and deductibles for physical damages. If OMNITRANS SIR were to change, the per-event liability cap for the CONTRACTOR will adjust accordingly with 60 day written notification.
- c. On a monthly basis, OMNITRANS Operations Services Supervisor will prepare a billing advice itemizing the liability costs incurred as a result of preventable accidents during the prior month.
 - 1) The Billing Advice will be submitted to OMNITRANS' Finance Department for the creation of an invoice, net 30.
 - 2) CONTRACTOR will remit payment to OMNITRANS. The payment shall have the invoice number noted on it for reference.
- d. All claims received regarding accidents and or incidents resulting from the operation of OMNITRANS-owned vehicles shall be handled solely by the OMNITRANS Third Party Claims Administrator (TPA).
- e. Any loss or damage to an OMNITRANS-owned vehicle incurred by CONTRACTOR shall be brought to the attention of the OMNITRANS Operations Services Supervisor for submittal to the TPA for inclusion in the claim.

2) CONTRACTOR-Owned Vehicles

- a. CONTRACTOR shall maintain in good standing the following auto liability insurances:
 - 1) \$1,000,000 Combined Single Limit per occurrence.
 - 2) \$2,000,000 general aggregate.

- b. Any losses or damages not covered by insurance shall be an obligation of the CONTRACTOR and not, under any circumstances, that of Agency.
- c. In addition to OMNITRANS, its directors, officers, agents, representatives, employees, and volunteers, shall be named as an "Additional Insured."
- d. Any self-insurance must be disclosed to OMNITRANS' management.

SECTION VII - PROVIDE VEHICLE MAINTENANCE

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

- B. Maintenance Hours

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

- C. Vehicle Inspection by OMNITRANS

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

- D. Daily Inspection

- 1) Each driver shall do a daily pre-operational inspection that shall comply with all state requirements for buses before taking any OMNITRANS vehicle out of the yard (such reports will be performed on all revenue vehicles including sedans, mini-vans, buses and mini-buses). If there are any defects noted, the driver must note such on the pre-trip inspection card. If no defects are noted, the driver must legibly sign the pre-trip inspection card indicating such. Pre-trip inspection cards shall be replaced on a daily basis. Any vehicle found in the pre-trip to have a safety-related defect must be repaired before being sent out on a revenue trip.
- 2) Vehicles with pre-trip inspection cards showing defects must be inspected and appropriate action taken on items noted on the card. The mechanic must legibly sign the pre-trip inspection card and the information must be transferred to a Shop Work Order. Pre-trip inspection cards showing defects must be dated and filed in chronological order for inspection and verifications purposes [California Highway Patrol (CHP) and OMNITRANS]. Pre-trip inspection cards showing defects shall become a permanent part of the vehicle file and must be made available for inspection at all times.

E. Repair and Maintenance

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

F. Smog Testing

- 1) OMNITRANS Access and OmniGo vehicles will be emission-tested on a biennial basis, or as required by law. The CONTRACTOR will be responsible for the completion of inspection of all assigned vehicles. The CONTRACTOR is responsible for all costs associated with the inspection and necessary repairs.

- 2) Any vehicle, CONTRACTOR- or OMNITRANS-owned, producing excessive smoke or visible emissions shall be immediately removed from service and will not be permitted to operate until repaired.

G. Vehicle Cleaning

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

H. California Highway Patrol (CHP) Inspections

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

I. Inspection Discrepancy Reports

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

J. Accident Repair

- 1) The CONTRACTOR shall promptly repair damaged vehicles.
- 2) The CONTRACTOR shall keep an accident repair log which shall include all costs associated with repairs.
- 3) The CONTRACTOR shall submit copies of these logs on a quarterly basis to the OMNITRANS Operations Services Supervisor or other designated person. These logs shall be submitted if requested but no later than as follows:

Jan/Feb/Mar Submit by April 30

Apr/May/Jun Submit by July 31

Jul/Aug/Sep Submit by October 31

Oct/Nov/Dec Submit by January 31

- 4) Body damages are the sole responsibility of the CONTRACTOR and shall be repaired within one (1) month from the date of the accident. Vehicles with significant body damage or any safety damage shall not be used in OMNITRANS service.
- 5) Repairs from accidents involving OMNITRANS-owned vehicles which OMNITRANS has determined to be non-preventable shall be processed through the OMNITRANS procurement system. The CONTRACTOR shall obtain three quotes for repair and submit them to the Operations Services Supervisor. Once an OMNITRANS purchase order has been made, the CONTRACTOR will be notified which vendor has been chosen to complete the work. The final repair invoice for these repairs must include OMNITRANS as the customer name and submitted to the Operations Services Supervisor for payment.
- 6) OMNITRANS-owned vehicles that are considered totaled will be subject to an independent loss evaluation. The CONTRACTOR will have thirty (30) days from the date of the evaluation to remit the remaining cost of the vehicle. After thirty (30) days the cost of the vehicle will be deducted from any payment due the CONTRACTOR.
- 7) The CONTRACTOR shall not remove any parts from the vehicle unless so authorized in writing by OMNITRANS.

K. Maintenance Transportation

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

SECTION VIII - PROVIDE SCHEDULING AND DISPATCH

A. Scheduling a Trip

- 1) Once the OMNITRANS Paratransit Eligibility Technician has notified an applicant that he/she is eligible for Access service, he/she may request a ride during the times that reservations are accepted.

- 2) It is the CONTRACTOR's responsibility to provide adequate staffing to maintain an initial hold time per hour not to exceed an average of two (2) minutes per call.
- 3) It is the CONTRACTOR's responsibility to maximize the efficiency of the service by optimizing the use of revenue hour vehicles. The CONTRACTOR has maximum discretion in assigning trips to vehicles.
- 4) Access service offers 7-Day advanced booking and subscription service. 7-day advanced scheduled service must comply with all ADA regulations. Subscription service is considered a premium service that offers service to those riders who travel to and from a common pick-up and drop off location on a regular schedule. As premium service, subscription service is not an ADA mandated program.
- 5) This Scope of Work addresses Access service trips for 7-Day Advanced and Subscription trips in addition to OmniGo and OMNITRANS Express service. All other premium services that may be offered by OMNITRANS will be procured separately or negotiated with the CONTRACTOR after award.
- 6) The CONTRACTOR shall process **7-Day Advanced** trip requests as follows:
 - a. The CONTRACTOR may accept trip requests from 8:00 a.m. to 5:00 p.m. up to 7 days before the requested pick-up time. Same day trips will not be accepted.
 - b. The CONTRACTOR shall schedule the pick-up to a 30-minute arrival window which is defined as 0-30 minutes after the negotiated pick-up time, or the CONTRACTOR may schedule the pick-up to a 30-minute drop off window which is defined as 30-0 minutes before the negotiated drop off time.
 - c. All trip requests shall be negotiated within one (1) hour on each side of the requested pick-up time to not be counted as a trip denial. For instance, if a rider requests a pick-up time of 8:00, the CONTRACTOR may offer the rider a pick-up anywhere from 7:00 to 9:00. All trips scheduled outside of this negotiation window are to be considered "denied" and logged as such.
 - d. Access service trip requests may only be granted after the CONTRACTOR performs a trip-by-trip evaluation of the rider eligibility prior to attempting to schedule the request.
- 7) The CONTRACTOR shall process **Subscription** trip requests as follows:
 - a. Passengers must schedule at least 3 trips per week for the same time and pick-up/drop off locations to be eligible for a subscription trip;
 - b. The CONTRACTOR will schedule the pick-up to a 30 minute arrival window, which is defined as 0-30 minutes after to the requested pick-up time **OR** to a 30 minute drop off window which is defined as 30 – 0 minutes before the requested drop off time;
 - c. Passenger must request a subscription trip at least 10 business days prior to the trip. The CONTRACTOR shall notify the rider within 5 business days with a determination. If a subscription trip is granted, service will begin within 5 business days of the determination date;
 - d. CONTRACTOR may deny any trip that they cannot safely, effectively and efficiently accommodate;
 - e. Origins, destinations, total passengers and pick-up times may not be changed. Any changes requested by the rider are to be considered a new Access trip. Permanent changes

to a subscription trip require a new service request and will be processed accordingly. Riders may, however, temporarily cancel service due to vacations, illness, etc.

- f. Subscription trips will not be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, President's Day and Christmas.
- 8) At the outset of the contract period the CONTRACTOR shall verify all subscription trip data provided by the current CONTRACTOR. Each passenger identified as having a subscription trip at the time the new contract takes effect will need to be contacted by phone and confirmation letter during the transition period to determine if the addresses, times and days listed are correct.
- 9) If the CONTRACTOR needs to adjust the pick-up time for a subscription trip, it will be the CONTRACTOR's responsibility to contact the rider to negotiate a new pick-up time.

B. Customer Verification

- 1) When an individual calls for a ride, the CONTRACTOR shall determine if the individual is eligible for Access service by checking the passenger data. If the individual is not eligible or conditionally eligible a pop-up window will indicate the type of conditions of their eligibility.
- 2) The Eligibility Statuses are as follows:
 - a. UNCONDITIONAL - Unrestricted eligibility is given to individuals that are unable to effectively utilize the fixed-route bus and rail service. Individuals given unrestricted eligibility may take any trip on Access Paratransit within the normal areas and hours of operation.
 - b. CONDITIONAL - Restricted eligibility is given to individuals who are capable of taking some trips on a fixed-route, rail or bus service. Individuals with Restricted eligibility will be granted one or more of the following restrictions:
 - 1) Eligible after dusk;
 - 2) Eligible before dawn;
 - 3) Eligible for Dialysis trips;
 - 4) Eligible if no curb cuts at nearest bus stop;
 - 5) Eligible if no sidewalks along path to nearest bus stop;
 - 6) Eligible if no bus bench at nearest bus stop;
 - 7) Eligible if rain is forecast;
 - 8) Eligible if steep incline exists along path to bus stop;
 - 9) Eligible if forecast temperature is greater than 80 degrees;
 - 10) Eligible if forecast temperature is less than 60 degrees;
 - c) TEMPORARY - Temporary eligibility is given to individuals who, for a limited time, cannot independently use fixed-route service. Riders with Temporary eligibility may use Access unrestrictedly during their period of eligibility.

- d) VISITORS – Riders with Visitors eligibility may use Access unrestrictedly during their period of eligibility. The ADA Paratransit Eligibility Technician determines eligibility for visitors.
- 3) For all riders, the CONTRACTOR must ensure that the time period of eligibility has not expired. Additionally, if the individual has Conditional eligibility for Access, the CONTRACTOR will also need to determine if the particular trip is eligible. The CONTRACTOR must also ensure that the rider's eligibility is not currently suspended.

C. Trip Verification

- 1) Once the CONTRACTOR has determined that the passenger is eligible for Access service, the CONTRACTOR must verify that each particular trip request is eligible. The CONTRACTOR shall determine that:
 - a. The trip begins and ends within the Access service area for the time the passenger is traveling;
 - b. If the passenger's eligibility is Conditional, the requested trip does not violate the particular conditions of the riders' eligibility.
 - c. If Temporary or Visitor eligibility is given, the CONTRACTOR must determine if the trip requested is within the date of eligibility.
- 2) If the trip is eligible, then the trip shall be scheduled.
- 3) Determine whether the rider's status has changed in connection with the use (or lack of use) of a mobility device such that an accessible or non-accessible vehicle appropriate to the circumstances can be used to service the ride.

D. Dispatching Trips

- 1) The CONTRACTOR shall dispatch, or arrange for the dispatch, of all Access trips. The CONTRACTOR shall generate and maintain all dispatch records. The CONTRACTOR shall ensure that it operates Access trips in accordance with the established policies and procedures.
- 2) The CONTRACTOR shall provide the following:
 - a. Vehicles shall be dispatched so that pick-ups can be completed no more than 0 minutes early to 30 minutes after the negotiated pick-up time (30 minute pick-up window), OR that drop offs can be completed no more than 30 minutes early to 0 minutes early before the requested drop off time (30 minute drop off window).
 - b. The maximum dwell time for a vehicle at a pickup location is to be three (3) minutes unless additional time had been added to specific passenger files. If the vehicle arrives prior to the start of the pick-up window, the dwell time will not begin until the start of the pick-up window.
- 3) The CONTRACTOR shall not have a pattern or practice of denying trip requests. A denial occurs when a requested ride cannot be scheduled within 60 minutes before or after the requested time. The CONTRACTOR shall keep an accurate, detailed log on all trip denials. A trip shall also be considered a denial if it is performed more than 60 minutes after the on-time window.

E. Transfers

1) There shall be two types of transfers required of Access riders:

- a. Access inter county transfers (transfers to other Paratransit agencies outside of the Access service area)

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

- b. Access to Fixed-Route Transfers

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

F. Customer Satisfaction and Outreach

- 1) The CONTRACTOR shall work to ensure customer satisfaction with the service provided.
- 2) The CONTRACTOR shall cooperate with OMNITRANS in any outreach activities as directed by OMNITRANS. OMNITRANS shall provide informational and outreach materials to be used or distributed as directed.
- 3) The CONTRACTOR shall keep OMNITRANS apprised of any operational and/or personnel problems that have an effect on OMNITRANS **as they occur**. The CONTRACTOR shall not develop/display any standard forms or letters without obtaining approval from OMNITRANS before using such forms or letters.
- 4) The CONTRACTOR shall not develop or procure promotional materials or items without prior approval of OMNITRANS, including those for personal use by the CONTRACTOR's staff.
- 5) From time to time OMNITRANS may ask the CONTRACTOR to provide transportation service for and participate in promotional activities. The CONTRACTOR will be compensated for all approved promotional vehicle operation activities at the hourly rates bid in this contract. Historically, these activities have totaled less than twenty (20) hour annually.

G. Special Trips

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

H. Denial of Customer Service

- 1) In the event that a customer is verbally or physically aggressive with the CONTRACTOR's employees or other passengers, the CONTRACTOR may request OMNITRANS to authorize the suspension of passenger service.
 - a. The CONTRACTOR shall provide to OMNITRANS video of the incident and a detailed incident report(s) of the incident.
 - b. If the customer involved in the incident participates in an Inland Regional Center (IRC) sponsored program, a copy of the incident report shall be sent forward to the IRC.
- 2) The CONTRACTOR shall not suspend service to a customer without approval from OMNITRANS unless an immediate direct threat to the safety and security of the vehicle operator or other passengers exists.

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

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

B. Billing and Type of Service

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

2) Records and Reporting

The CONTRACTOR shall provide for the following:

- a. The CONTRACTOR shall maintain all permanent project records as requested by OMNITRANS;
- b. The CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for OMNITRANS under this Contract on file for at least three (3) years following the date of final payment to the CONTRACTOR by OMNITRANS. The above records retention requirement shall include daily driver logs, trip sheets, as well as other books, records and documents. Any duly authorized representatives of OMNITRANS shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during the CONTRACTOR's usual and customary business hours;
- c. All project records prepared by the CONTRACTOR shall be owned by OMNITRANS and shall be made available to OMNITRANS at no additional charge;
- d. Operating reports, in a format approved by OMNITRANS, shall be provided monthly to OMNITRANS;
- e. The CONTRACTOR shall certify as accurate all information given to OMNITRANS;

- f. All revenues received and expenses incurred in the performance of this Contract shall be recorded in an account separate from those used for other business activities or related entities of the CONTRACTOR and will be subject to audit;
- g. The invoice for services rendered shall be prepared in a format approved by OMNITRANS. All reports and invoices containing this data must be submitted within four (4) business days after the end of the operating month to receive reimbursement for service provided within 30 days. Invoices will not be paid until monthly operating data is submitted and accepted by OMNITRANS as complete.

C. Maintenance Data Collection and Reporting Requirements

- 1) The CONTRACTOR shall develop, with the approval of OMNITRANS, the following forms:
 - a. Pre-trip Inspection Report;
 - b. Preventive Maintenance Inspection Reports;
 - c. Shop Work Order;
 - d. The CONTRACTOR must meet with OMNITRANS staff for training in the proper application of the monthly reports
 - e. Dispatch Logs;
 - f. Vehicle PMI detail report inclusive of the PMI schedule for the month, actual vehicle mileages and dates of work performed;
 - g. Denial Log

- 2) The CONTRACTOR shall submit a Vehicle Report at the end of each month (use form as per Exhibit **P4**, Example of Report Form) within four (4) business days:

Summary, by vehicle, of:

- 1) The cost of labor;
- 2) The cost of parts purchased;
- 3) The quantity of fuel consumed;
- 4) PMI details

- 3) Retention Schedule

- a. Pre-trip Inspection Reports from the drivers showing vehicle defects shall be a permanent part of the vehicle file. Reports about vehicles without defects will be kept for a minimum of 30 days.
- b. Preventive Maintenance Inspection Reports and Shop Work Orders: Copies will be a permanent part of the vehicles files.
- c. All forms to be developed by the CONTRACTOR shall be submitted to OMNITRANS for approval prior to use.

D. Daily Records

- 1) Daily passenger and vehicle trip sheets shall be maintained by the drivers and shall include, but not be limited to, the following information (see Exhibit **M**, Manifest Example):

- a. Driver name, badge number, and vehicle number;
 - b. Daily passenger counts for Access service with total by passenger category;
 - c. Exact passenger pick-up time, including vehicle arrival and departure times, drop-off time and the addresses for both.
 - d. Mileage recorded for each vehicle used in service broken down by: mileage for total passenger types by pick-up and drop off, including revenue (contract) mileage, and total mileage leaving and returning to base.
 - 1) Pull out;
 - 2) Pull in;
 - 3) Lunch out;
 - 4) Lunch in;
 - 5) Pick-up;
 - 6) Drop off.
- 2) Payment shall not be made for incomplete driver **trip sheets**.

E. Monthly Reports

- 1) The CONTRACTOR shall prepare and submit to OMNITRANS monthly reports for the Operations and Accounting Departments. The reports shall be submitted within four (4) business days after the end of the operating month to receive reimbursement or adjustments for service provided during the prior month. The format to be used for the operating reports and monthly summaries shall be subject to approval of OMNITRANS.
- 2) The Reports shall include:
 - a. EV Report (Exhibit P1), WV Report (Exhibit P2), Contracted Fixed Route Report (Exhibit P3), and Vehicle Report (Exhibit P4).
 - 1) Each report contains a summary of the daily performance statistics relative to each service division.
 - b. Monthly Claim
 - 1) This is attached to the EV Report and contains the monthly summary of revenue hours, productivity, incentives and liquidated damages.
 - c. Telephone Report
 - 1) The Telephone Report provides Automatic Call Distribution (ACD) statistical data such as total calls received, total calls abandoned, average initial hold time, maximum hold time, total average call time.
 - 2) The Telephone Report provides this statistical data in a daily format with a month-end summary.
 - d. An accurate listing of all non-OMNITRANS vehicles used in Access service identified by vehicle number and VIN and a listing of all drivers who were used in the provision of Access service identified by name and a unique, company assigned driver identification

number (badge number) within Trapeze. The type of employment status (i.e. direct employee, independent CONTRACTOR or lease driver) shall be included.

F. Auditing Reported Revenue Hours

The following procedures will be used for revenue hour auditing:

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

G. Accident Reporting Requirements

- 1) All accidents/incidents are to be reported to OMNITRANS. An 8.5" by 11" CalTIP accident/incident report must be completed for each instance. Failure to report as outlined below may result in penalties assessed against the CONTRACTOR.
- 2) Immediate Notification
 - a. OMNITRANS shall be immediately notified, no later than 30 minutes after, of any occurrence arising out of performance of the services provided, of incident of accident that results in:
 - 1) Fatality
 - 2) Property damage exceeding \$5,000
 - 3) Bodily injury resulting in referral to a medical facility or hospital
 - 4) Allegations of sexual harassment or rape
 - 5) Assaults, thefts, and other wrongful acts
 - b. Many if not all of these immediate reporting accidents must also be reported to CalTIP. The CONTRACTOR Manager or their designee shall use the CalTIP Reporting By Category worksheet to make the additional necessary notifications (Exhibit O, CalTIP Reporting Matrix).
- 3) 24-Hour Notification
 - a. OMNITRANS is to be notified within 24 hours of other accidents or incidents including:
 - 1) Collision between an eligible OMNITRANS vehicle and another vehicle, person or object

- 2) Passenger accidents (including but not limited to falls) involving passengers who are in proximity to, entering, occupying, or exiting the vehicle
- 3) Trip disturbances, passenger fainting or sickness
- 4) Vandalism to OMNITRANS-provided vehicles
- 5) Passenger complaints of discrimination, injury or property damage or other circumstances likely to result in the filing of claims against the service CONTRACTOR or OMNITRANS.
- 6) Any passenger, driver and/or service complaint arising from an accident.

4) Notification Defined

- a. Accidents/Incidents requiring immediate notification are to be reported to the OMNITRANS dispatch center at (909) 379- 7232.
- b. Regardless of the hour of day, notification shall include the transmission of the available and specific information contained in the CalTIP Accident/Incident Report (Exhibit N) by way of e-mail to OMNITRANS' Operations Services Supervisor or designated authorized personnel.

5) Injuries/Damages

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

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

6) Information/Courtesy Cards

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

7) Rider Accident/Incident Reports

- a. Accident/Incident reports called in by riders or others that are received through OMNITRANS' customer service department or other departments are forwarded to OMNITRANS' Operations Services Supervisor. Those reports will then be forwarded to

the CONTRACTOR who will respond with a driver's statement and accident report and conduct an investigation.

- b. CONTRACTOR, as independent CONTRACTOR, shall make every effort to resolve claim-related matters quickly and professionally.
- c. All claims that alleged injuries shall be reported immediately to OMNITRANS.
- d. CONTRACTOR shall not dismantle any portion of an OMNITRANS owned vehicle until settlement with the insurance company is reached. Until that occurs the vehicle is still the sole property of OMNITRANS.
- e. CONTRACTOR shall submit all accidents/incidents on OMNITRANS approved accident reporting forms. These forms shall be submitted according to the time limitations stated herein. Failure to comply may result in penalties being assessed.
- f. CONTRACTOR shall keep all records of all incidents/accidents reported to them by OMNITRANS in driver's files as well as the resolution to those complaints.
- g. CONTRACTOR agrees that OMNITRANS Claims personnel have full rights to information sharing regarding any accident or incident that occurs while in service of OMNITRANS. This includes but is not limited to OMNITRANS having direct contact with Insurance Brokers, Third party Claims Administrators, Insurance adjusters, and Insurance Company appointed attorneys. Contact includes verbal, electronic, and written communication.

SECTION X - ATTAIN PERFORMANCE STANDARDS

- A. The CONTRACTOR is required to attain certain levels of performance. Failure to achieve the performance levels as outlined in this section may result penalties and/or in the termination of the Contract.
- B. Performance Standards – Access Services (East Valley Access and West Valley Access Combined)

The CONTRACTOR shall strive at all times to provide service in a manner that will (1) maximize productivity and customer service; and (2) comply with all applicable laws. With these concepts in mind, the following standards are intended to be an expression of what is reasonably attainable as opposed to the minimum required by law:

1) Trip Denials

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

2) On-time Performance:

- a. Obtain and maintain on a consistent basis an average on-time trip rate of 90% or better, using a 30 minute on-time arrival window and as applicable, a 30-minute on-time drop off window, without regard to whether the cause of lateness is within the control of the CONTRACTOR.
- b. Negotiated Pick-up Times. A trip arrives when it is at the curb at the location of trip origination as opposed to the time when the passenger is secured within the vehicle. A trip is late when a vehicle arrives at the trip origination location after the arrival window. Accordingly, a trip that arrives before the arrival window is not late but may have to wait for the rider up to three (3) minutes after the beginning of arrival window (“dwell time”) if the rider is not present when the vehicle arrives or declines to load early. The “dwell time” may be extended where, three (3) minutes after the beginning of the arrival window, a customer is within the eyesight of the vehicle operator and is clearly making his/her way to the vehicle. The time must be extended to allow the passenger time to complete boarding of the vehicle.
- c. Negotiated Drop-off Times. A trip arrives when it is at the curb of the trip destination. A trip is late when a vehicle arrives at the trip destination after the requested drop off time.

3) Passengers Per Revenue Hour

Obtain, and maintain on a consistent basis, an average Passengers per Revenue Hour (PPH) of 3.0 or better.

4) Excessive Trip Lengths:

Excessive trip lengths are to be avoided. On board travel time should be comparable to the fixed route travel time (including time to transfer) plus 20 minutes. Riders are encouraged, in general, to allow 60 minutes travel time for trips fewer than 20 miles and 90 minutes travel time for trips over 20 miles.

5) Missed Trips:

Missed trips include those trips which the vehicle did not appear at the pickup address, or arrived and departed from the pickup address before the beginning of the window (and did not pick up client), or did not wait the minimum dwell time and left without the client, or arrived after the end of the window and the client is not there or refused to travel. The CONTRACTOR shall not have a pattern or practice of substantial numbers of missed trips. In general, missed trips for reasons within the control of the CONTRACTOR shall not exceed 0.05%.

6) Telephone Hold Time:

OMNITRANS is concerned about the amount of time a rider may spend on hold while trying to schedule a reservation. Hold times may include the initial hold time in the queue waiting to speak to an order taker, being repeatedly put on hold by the order taker prior to beginning the reservation process and being put on hold after providing the order taker with the reservation information. OMNITRANS would like the amount of time the caller is kept on hold to be kept to a minimum. The initial hold time shall not exceed two (2) minutes.

7) Customer Complaints:

OMNITRANS is concerned about the passenger perception of the services provided. Key CONTRACTOR staff will have access to the Trapeze COMM application for the purpose of

reviewing and responding to complaints made by the community. The number of complaints received per 100,000 trips performed shall not exceed 15.

8) Reservations Telephone Abandoned Rate

Maintain on a consistent basis an average reservations telephone abandoned rate of 6.0% or less.

C. Performance Standards – Fixed Routes (OmniGo and Express)

1) Schedule Adherence

a. Fixed route service is considered on time when the vehicle departs a time point no greater than 5 minutes after the published time.

b. Minimum Adherence = 90%.

2) Missed Trips (Service Interruptions)

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

b. Maximum monthly missed trips per route = 4.

3) Customer Complaints:

a. OMNITRANS is concerned about the passenger perception of the services provided.

b. Key CONTRACTOR staff will have access to the Trapeze COMM application for the purpose of reviewing and responding to complaints made by the community.

c. The number of complaints received per 100,000 trips performed should not exceed 15.

D. Monthly Incentives / Penalties

1) Access Performance incentive or penalty shall be applied according to the matrix below based on the On Time Performance (OTP) AND the productivity of both EV Access and WV Access combined.

		Access Productivity										
		2.5	2.6	2.7	2.8	2.9	3.0	3.1	3.2	3.3	3.4	3.5
Access OTP	85	-\$12,500	-\$10,500	-\$8,500	-\$6,500	-\$4,500	-\$4,000	-\$4,000	-\$4,000	-\$3,500	-\$3,500	-\$3,000
	86	-\$11,500	-\$9,500	-\$7,500	-\$5,500	-\$4,000	-\$3,500	-\$3,500	-\$3,500	-\$3,000	-\$3,000	-\$2,500
	87	-\$10,500	-\$8,500	-\$6,500	-\$4,500	-\$3,500	-\$3,000	-\$3,000	-\$3,000	-\$2,500	-\$2,500	-\$2,000
	88	-\$9,500	-\$7,500	-\$5,500	-\$3,500	-\$3,000	-\$2,500	-\$2,500	-\$2,500	\$0	\$0	\$0
	89	-\$8,000	-\$6,000	-\$4,000	-\$3,000	-\$2,500	\$0	\$0	\$0	\$0	\$0	\$0
	90	-\$7,000	-\$5,000	-\$3,000	\$2,500	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,500
	91	-\$7,000	-\$5,000	-\$3,000	-\$2,500	\$0	\$0	\$0	\$0	\$1,000	\$1,500	\$2,000
	92	-\$6,500	-\$4,500	-\$2,500	-\$2,000	\$0	\$0	\$0	\$1,000	\$1,500	\$2,000	\$2,500

93	-\$6,500	-\$4,500	-\$2,500	-\$2,000	\$0	\$0	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000
94	-\$7,000	-\$5,000	-\$3,000	-\$2,500	\$0	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000
95	-\$7,500	-\$5,500	-\$3,500	-\$3,000	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000
96	-\$8,000	-\$6,000	-\$4,000	-\$3,500	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000
97	-\$8,500	-\$6,500	-\$4,500	-\$4,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000
98	-\$9,000	-\$7,000	-\$5,000	-\$4,500	\$3,500	\$4,500	\$5,500	\$6,500	\$7,500	\$8,500	\$9,500
99	-\$9,500	-\$7,500	-\$5,500	-\$5,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000

2) Access Telephone Performance

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

3) Access Services

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

4) Fixed-Route Performance (OmniGo and Express Services - applies to each route independently)

- a. Schedule Adherence
 - 1) Schedule Adherence less than 90% but greater than 88% shall be assessed a penalty of \$250.
 - 2) Schedule Adherence less than or equal to 88% shall be assessed a penalty of \$500.
- b. Missed Trips
 - 1) A \$250 penalty shall be assessed for each route with greater than 4 missed trips or portions of trips.
 - 2) A \$500 penalty shall be assessed for each route with greater than 6 missed trips or portions of trips.

5) Missed PMIs

A \$2.50 per mile penalty for any PMI performed after the thresholds for any scheduled PMI service; the first 150 miles excluded.

- 6) Accident/Incident Reports
 - a. A \$100 per calendar day penalty for each Accident/Incident Report with 48 hour report criteria submitted greater than 48 hours late.
 - b. A \$1,000 per calendar day penalty for each Accident/Incident Report with immediate report criteria where notification is not made within a minimum of one hour of the accident/incident.
- 7) Complaint Resolution (all contracted services)
 - a. A \$100 per day penalty per open complaint for each complaint not resolved to Trapeze COMM within five (5) business days for a general complaint or within three (3) business days for a safety related complaint.
 - b. A \$1000 incentive will be awarded in any month that the demand response complaint ratio is less than 10 per 100,000 trips.
 - c. A \$1000 penalty shall be assessed in any month that the demand response complaint ratio exceeds 16 per 100,000 trips.
- 8) Other Penalties/Incentives
 - a. Preventable Accident Ratio (Preventable Accidents per 100,000 Miles – Calculated quarterly all services combined in one ratio – target is 0.80):
 - 1) A \$2,000 incentive in any quarter the Preventable Accident Ratio falls between 0.50 and 0.70 inclusive.
 - 2) A \$3,000 incentive in any quarter the Preventable Accident Ratio is less than 0.50.
 - 3) A \$2,000 penalty in any quarter the Preventable Accident Ratio falls between 1.00 and 1.20 inclusive.
 - 4) A \$3,000 penalty in any quarter the Preventable Accident Ratio exceeds 1.20.
 - b. CHP Terminal Inspections:
 - 1) A \$5,000 penalty to be assessed for an ‘unsatisfactory’ CHP Terminal Inspection rating.
 - 2) A \$10,000 penalty to be assessed for an ‘unsatisfactory’ CHP Terminal Inspection rating on the follow-up inspection to the initial unsatisfactory rating.
- 9) Applicable incentives and penalties will be deducted from or added to the monthly invoice of the same month that they were earned/assessed. Prior to the 5th business day after the prior month’s end, the CONTRACTOR may submit justification for substandard performance and request to be relieved of the penalty(s). The decision to provide relief of some, all or none of the penalties requested by the CONTRACTOR will be at the sole discretion of OMNITRANS. Requests for relief not submitted prior to the 5th business day will be denied.

SECTION XI - SAFETY AND SECURITY

A. Daily Responsibilities:

- 1) Secure all OMNITRANS vehicles each night; all doors and windows of vehicles shall be locked.

- 2) Secure the fuel pumps (if applicable) each night.
- 3) The last contract employee each night shall ensure the building doors and windows are locked and alert security that there is no other employee remaining on site.
- 4) CONTRACTOR is responsible for site security during their hours of operation. The emergency exit doors shall be fully closed so that persons cannot unexpectedly enter the facility from the alley or through dispatch.

B. Weekly Responsibilities

- 1) Inspect areas of site where hazardous waste is stored, regardless of container size. Hazardous wastes include waste lubricating oil, waste transmission fluids, waste engine coolants, and other waste lubricants containing petroleum hydrocarbons.
- 2) Document in writing on an inspection form, observations regarding the appearance and integrity of hazardous waste storage containers.
- 3) Forward weekly inspection documents within seven (7) days to OMNITRANS, attention: Human Resources/Safety & Regulatory Compliance (HR/SRC).

C. Monthly Responsibilities:

- 1) Monthly storm water flow observations shall be documented and noted once per months on the first day a storm water event occurs within that month.
- 2) On months where there have been no storm water flows, the observation will be logged in on the last worker day of that month noting “no flow” had occurred.
- 3) Photo copies of the monthly storm water documents shall be forwarded within fourteen (14) days to OMNITRANS, attention: HR/SRC.

D. Quarterly Responsibilities:

- 1) CONTRACTOR shall conduct Safety and Security inspections of the operating site which shall consist of but not limited to OSHA, fire, safety, and other related regulatory standards. Within fourteen (14) days of the inspection a written summary report shall be provided to OMNITRANS, attention: HR/SRC.

Note: OMNITRANS will also conduct unannounced Safety and Security inspections each quarter and a member of the CONTRACTOR’s management team is required to participate in the inspection.

E. Semi-Annual Responsibilities:

- 1) The CONTRACTOR shall provide to OMNITRANS’ HR/SRC an updated emergency contact phone list including email addresses and cell phone numbers in excel format no later than January 31 and July 31 each year. Additional updates are required when CONTRACTOR makes a change in their emergency protocol and management personnel.

- 2) The CONTRACTOR shall provide to OMNITRANS' HR/SRC an updated CONTRACTOR personnel listing in excel format no later than January 31 and July 31 each year.
- 3) The CONTRACTOR shall conduct a minimum of two (2) fire drills at each facility annually. OMNITRANS' HR/SRC shall be notified in advance of the drill and may participate as an observer to provide After Action Reports.

F. Annual Responsibilities:

- 1) The CONTRACTOR shall provide to OMNITRANS' HR/SRC an updated Injury and Illness Prevention Program (IIPP), Strike Contingency Plan, Emergency Operations Plan (EOP) and/or Continuity of Operation Plan (COOP). The plans shall delineate how the CONTRACTOR plans to respond at the facilities in the event of natural disaster, robbery, civil unrest, hazmat spill, work stoppage, bomb threat, medical aid, etc. The updated plans shall be submitted to OMNITRANS no later than January 31 each year.
- 2) The CONTRACTOR shall provide to OMNITRANS' Office of Safety and Regulatory Compliance the yearly total of hazardous materials used, waste generated, and specific Safety Data Sheets (SDS format) no later than January 31 for the prior calendar year. If OMNITRANS is storing hazardous materials at the "I" Street facility, then OMNITRANS will provide a list of the specific hazardous materials or waste with amount used and size of the largest container.

G. Other Responsibilities:

- 1) If the CONTRACTOR has a Safety Committee, the CONTRACTOR shall submit to OMNITRANS' HR/SRC meeting notes, hazard identification and mitigation, and safety concerns or suggestions that pertain to OMNITRANS physical assets at each facility. Submission of meeting notes shall be within fourteen (14) days of the meeting. In the case of serious physical hazards, immediate mitigation and notification to OMNITRANS HR/SRC is required.
- 2) CONTRACTOR shall immediately notify OMNITRANS' HR/SRC if any State, local or federal regulatory agency arrives at either facility for an inspection, audit or complaint follow-up.
- 3) During inspections or audits, whether conducted by OMNITRANS or another regulatory agency, the CONTRACTOR shall have a management representative walk with and/or participate.
- 4) Some units of OMNITRANS' I Street facility are leased to other businesses. If CONTRACTOR staff observes a situation that may be in violation of any regulations or laws pertaining to hazardous materials, storm water runoff, or any other environmental, health and safety codes, CONTRACTOR staff shall notify OMNITRANS' HR/SRC immediately.
- 5) OMNITRANS' HR/SRC provides table top drills and other training courses. The CONTRACTOR will be invited to and is expected to participate.

10. DEFINITIONS

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

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

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

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

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

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

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

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

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

Days: Calendar days.

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

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

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

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

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

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

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

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

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

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

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

Passenger: Any person transported on a revenue service vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

End Scope of Work

Scope of Work Exhibits

Exhibit	Name
A	Access Policies and Procedures
B	Hours and Miles
C	Option: Express Schedule
D	OmniGo Schedule
E	Current Wage & Benefit Levels
F	Road Supervisor Report
G	Employee Update Form
H	Certificate of Contractor Compliance
I	Training Record
J	Fare Policy
K	Vehicle List and Replacement Schedule
L	Maintenance Schedule
M	Manifest Example
N	Caltip Accident Report
O	Caltip Reporting Matrix
P1 - P4	Sample Monthly Reports
Q	Abbreviations
R	Lost & Found Procedures
S	Omnitrans-Owned Equipment List



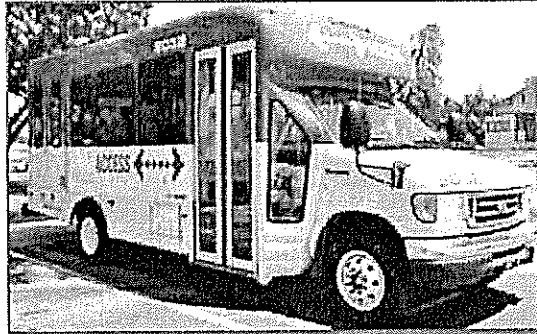
EXHIBIT A

ACCESS POLICIES AND PROCEDURES

OPS15-02 PURCHASED TRANSPORTATION SERVICES



PARATRANSIT POLICIES
For Persons With Disabilities



Effective September 2, 2014

Reservations and Information
East Valley.....1-909-383-1680
West Valley.....1-800-990-2404
TDD.....(909) 383-1689

**Other Southern California ADA
Paratransit Agency Contact
Numbers**

Orange County
"OCTA ACCESS"
(714) 560-5410

Los Angeles County
"Access Paratransit"
(800) 827-0829
press '1'

Ventura County
"Gold Coast Access"
(805) 485-2319

Riverside County
"RTA Intercity"
(800) 795-7887

Northern San Diego County
"North County Transit District"
(760) 966-6525

**Números de contacto de la
agencia Paratransit de la ADA
del sur de California**

Condado de Orange
"OCTA ACCESS"
(714) 560-5410

Condado de Los Angeles
"Access Paratransit"
(800) 827-0829
presione "1"

Condado de Ventura
"Gold Coast Access"
(805) 485-2319

Condado de Riverside
"RTA Intercity"
(800) 795-7887

Condado de Northern San Diego
"North County Transit District"
(760) 966-6525

Welcome to Omnitrans Access Service

Omnitrans Access Service is an Americans with Disabilities Act (ADA) mandated public transportation service for people unable to independently use the fixed route bus service in southwestern San Bernardino County for all or some of their trips.

This "how to" guide is designed to provide answers to questions you may have about using Access Service.

Please note that Access Service Policies and Procedures may change. Riders will be notified of changes through Rider Alerts and/or other Access Service public announcements. Please make sure Access Reservations always has your current address and phone number.

Table of Contents	
Welcome to Access Service	1
Consider Your Options.....	2
Commendations, Complaints, Comments and Immediate Service Problems.....	3
Service Area	3
Shared Ride Service.....	3
Standard Service.....	3
Subscription/Repeater Service	4
Beyond Standard ADA Service Boundary	4
Rider ID Cards	4
Fares	5
Scheduling Your Trip.....	5-6
Trip Scheduling.....	6-7
Changing or Canceling a Trip.....	7
Rider No Shows.....	7-8
Where Do I Wait for the Vehicle?	8
30-Minute On Time Window	8
How Long Will the Driver Wait for Me?.....	8-9
How Do I Board the Vehicle?.....	9
Securement on the Vehicle.....	9
Service Animals.....	9
Personal Care Attendants and Guests	9-10
Transporting Children	10
Transporting Pets	10
Carry-on Packages.....	10
Lost and Found Policy	11
Change of Information.....	11
Rules of Conduct.....	11-12
Out of Area Riding Privileges.....	12
Visitors.....	12
Wheelchairs and Mobility Devices.....	12
Glossary of Terms.....	13

Consider Your Options

You may have options on how to get to where you want to go that are more flexible, convenient, and less expensive.

Use the bus – With your ADA ID card you can use the local Omnitrans bus at a **discounted fare**. Since the bus runs on a regular schedule it is convenient and more flexible than paratransit. The bus does not require reservations; you can get up and go. Personal Care Attendants, (PCA), ride free when traveling with, boarding at the same stop and alighting at the same stop as a fare paying ADA passenger. The passenger's ADA card must state they are PCA eligible. For help scheduling a bus trip, call **1-800-9-OMNIBUS** (1-800-966-6428) or use the internet trip planner at www.omnitrans.org.

Free Travel Training

If you are considering applying for the Access program or you are new to the area and are interested in learning how to use the regular bus system but do not know where to start, call **Valley Transportation Service (VTrans)** at (909) 981-5099. **VTrans** will train you how to use the fixed route bus system. Having the confidence and knowledge how to use the regular bus service provides a greater level of transit independence.

Title VI of the Civil Rights Act of 1964

In accordance with Title VI Civil Rights Act of 1964, Omnitrans prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. To request information on procedures for filing a complaint or to notify Omnitrans of any perceived violation of the act, please contact Omnitrans Information at (800) 966-6428.

Commendations, Complaints or Comments

Omnitrans Customer Service:

Monday – Friday 7:00AM to 6:00PM

Saturday and Sunday 8:00AM to 5:00PM

1-800-966-6428

1-800-384-9351 (TDD)

Immediate Service Problems

ACCESS SERVICES DISPATCH AND
RESERVATIONS CENTER:

West Valley 1-800-990-2404

East Valley 1-909-383-1680

TDD 1-909-383-1689

Reservations accepted 7 days a week from
8:00AM to 5:00PM.

If your vehicle has not arrived by the scheduled pick up time plus the 30-minute on-time window, please call the same Reservations number you called to schedule your ride. Ask for an estimated time of arrival (ETA) and the vehicle number that has been assigned your trip.

Service Area

Access Service provides service within $\frac{3}{4}$ mile of Omnitrans fixed-route bus lines during the same hours the buses operate in southwestern San Bernardino County. Please refer to the service area map located in the center of this guide.

Beyond ADA Boundary Service

Omnitrans Access will provide trips for clients whose residence is outside of the $\frac{3}{4}$ mile ADA service area boundary and within the city limits of the 15 cities that comprise the Omnitrans service area. Either the origin or the destination must be the client home accessible address outside the ADA service area. A trip cannot both originate and terminate at addresses outside the ADA service area. A surcharge of \$5.00 per trip applies to trips beyond ADA boundary lines.

Trips beyond the ADA boundary are available Monday through Friday between 9:00 AM and 8:00 PM and on Saturday and Sunday between 7:00 AM and 7:00 PM.

Shared Ride Service

When planning your trip, please remember that Access Service is shared-ride public transportation. You should expect that there may be other passenger pick-ups and drop-offs along the way.

All riders are asked to show consideration to riders with service animals. They have the right to use Access Service.

Standard Service

Reservations can be made up to seven (7) days in advance but no less than the day before the scheduled trip. Reservation hours are daily, including holidays, from 8:00 AM to 5:00 PM. Standard Service, the primary service of Access Service, is required by the ADA.

Repeater/Subscription Service

If you have a recurring ride or rides on the same day or days and times, and with the same pick-up/drop-off address, you can request repeater service by contacting the Access reservation line. If your request is approved (please note that not all repeater requests may be approved) you will be notified of a start date within ten (10) business days of your request. After your repeater start date, Access will send a vehicle without your having to call in advance to schedule each ride.

A repeater reservation cannot be changed; if a new address or scheduled time is needed, a new repeater request must be made. If a one time change is needed to a repeater trip, the trip affected by the change will need to be cancelled for that trip and you will need to schedule a standard service trip for your one-time need.

Rider ID Cards

All Omnitrans Access Service riders are issued a free identification card when they become eligible. Riders must show their valid Omnitrans Access Service ID to the driver each time they board the Access vehicle. If you lose your ID, please call Omnitrans customer service immediately at (909)379-7284. ID cards have a \$5.00 replacement fee.

Do not allow anyone to use your Omnitrans Access ID card for any reason. If you do, you may be suspended from Access Service.

Fares

Reservationists will tell the customer the fare at the time of booking a trip. Exact fare is always required. Vehicle Operators do not carry change. The fare must be paid upon boarding the vehicle.

Standard Service: per trip fare

Eligible Rider and Companion

1-3 zones	\$ 3.25
4 zone trips	\$ 4.25
5 zone trips	\$ 5.25
6 zone trips	\$ 6.25

Access Service tickets are available by mail. Call 1-909-379-7100 for an order form or order online at www.omnitrans.org.

Beyond Access Service: per trip fare

Eligible Rider and Companion

1-3 zones	\$ 8.25
4 zone trips	\$ 9.25
5 zone trips	\$ 10.25
6 zone trips	\$ 11.25

REMINDER: Access Service drivers are not allowed to accept tips. Please do not offer.

Scheduling Your Trip

To schedule a trip on Access Service, call the reservation center at the telephone numbers listed on page 3. Trip requests received by Fax will not be accepted.

If you have Conditional or Trip by Trip eligibility you may only schedule trips as described in your eligibility determination letter. Repeatedly scheduling invalid trips could result in you being temporarily suspended.

The Reservationists may offer a pick-up time within one hour before or one hour after your requested pick up time ("Reservation Window"). If the Reservationists cannot schedule a trip for you within the Reservation Window, it is considered a "Trip Denial" and you may report it to Customer Service even if you accept the trip time offered.

Example:

If you schedule a pick-up for 6:00 AM, you can be offered a trip between 5:00 AM and 7:00 AM.

Return trips should be scheduled for the latest time you think you will be able to travel. If you are ready earlier than your scheduled pick-up time, you may call to see if an earlier ride is available. If an earlier ride is not available, you will need to keep your original pick-up time.

Example:

A rider goes to the doctor and does not know what time they will be finished, so they schedule their return trip for 4:00 PM. They are actually finished at the doctor and ready to go at 2:00PM. The rider can call to see if they can get an earlier ride, but if they cannot, they will need to keep their 4:00 PM ride home.

Trips cannot be scheduled to have a vehicle wait for you to drop something off or pick something up. You will need to schedule two separate trips.

Drivers are not allowed to change drop off locations or make intermediate stops, including fast food drive through.

Trip Scheduling

When you call to schedule an Access Service trip, please be prepared to provide the following information in the following order:

1. Last name, first name
2. Requested pick up time and date
3. Exact pick up address
4. Exact drop off address
5. Mobility device or service animal
6. Total number of additional passengers (PCAs or companions) traveling including any mobility device or service animal for the additional passengers.

IMPORTANT: When you make reservations you must specifically request a return trip to get a return trip. Return trips are not automatically scheduled.

You may book a maximum of six one-way trips per telephone call, which may be for one individual, or multiple individuals.

You may not request a specific type of vehicle except to accommodate a mobility device.

Reminder: If you are on hold with Access Service, do not hang up. If you hang up and call back, you will return to the end of the phone waiting line.

Changing or Canceling a Scheduled Pick-up

If you want to request a change for a trip you have already scheduled, please call the reservations number. Access Service is not required to accommodate trip change requests on the day of the trip.

When you discover you cannot take a scheduled trip, call reservations immediately and cancel the trip. When canceling a trip, please be prepared to give the Reservationist your name, address and scheduled pick-up time.

If you cancel your trip with less than one hour notice, or if you schedule a ride and do not show up for the ride, you may be charged a "No Show".

Subscription trips that are cancelled for more than 30 consecutive days or have excessive cancellations are subject to removal from subscription service.

Rider No Shows

A rider No Show occurs when

- You cancel a trip less than one hour before the scheduled pick-up time or
- You do not show for a scheduled ride within 3 minutes of the driver arriving, as long as the driver arrived within your 30-minute pick-up window.

It is not a rider No Show if the driver arrives after the 30 minute pick-up window regardless if you are there or call to cancel the trip.

If you are marked a No Show for greater than 7% of your total trips scheduled over a floating 6 month period, your eligibility may be suspended. Written notice will be sent on rider No Shows.

If the rider No Show is for a good cause and/or due to circumstances beyond your control, you may request that it be removed from your record by calling Access Reservations to explain the circumstances.

Note: Riders also have the right to appeal or dispute all No-Show decisions. Please contact the Omnitrans Access Reservations for more details about rider No Shows.

Where Do I Wait for the Vehicle?

The mode of Access Service is curb-to-curb; however, passengers requiring a higher level of assistance from their origin to destination, due to an impairment related condition, will need to contact Omnitrans to identify a reasonable accommodation that can be provided to assist their transportation.

Access Service will refuse service to a specific location that cannot safely accommodate our vehicles, such as alleys and underground parking.

Generally, Access Service will only enter publicly accessible areas where our largest vehicles are not required to back up to exit and the roadways are wide enough to maneuver safely.

Omnitrans Access will not enter private driveways or gated community/apartment buildings. For information on whether a specific location can be accommodated call Access Reservations for information.

30-Minute On-Time Window

All Access Service trips are scheduled with a 30-minute pick-up window. That means that a vehicle is considered "on-time" if it arrives at the pick-up location up to 30 minutes past the scheduled time.

EXAMPLE:

- You have a pick-up scheduled for 11:00AM
- The vehicle is "on time" if it arrives between 11:00AM and 11:30AM.

If the vehicle arrives after the pick-up window, it is considered late.

How Long Will the Driver Wait For Me?

The driver will wait at the pick-up location 3 minutes for you. You must be at the scheduled pick-up location at the scheduled pick-up time or you may miss your ride and be charged a rider No Show.

NOTE: If a driver arrives early they must wait until the scheduled pick up time and 3 more minutes for you.

How Do I Board the Vehicle?

Drivers will offer assistance to you getting on and off the vehicle but cannot physically lift or pick you up. Most Access Service vehicles have lifts, but some have ramps.

You may board while standing on the lift and, if requested, the driver will ride on the lift with you to ensure your safety.

Securement on a Vehicle

Access Service requires that you use a seat belt. If you need a seat belt extension, please ask for one. The driver will assist you if requested.

Drivers may only position and secure riders using



wheelchairs or mobility devices in a forward-facing position.

Service Animals

You are welcome to travel with your service animal aboard Access Service. Remember to inform the Access Service Reservationist when you are traveling with your service animal.

All riders are asked to show consideration to these animals, and their owners who have the right to use Access Service.

Personal Care Attendants and Guests

A Personal Care Attendant (PCA) is someone who assists you with your personal care. During the eligibility certification process if you were approved to have a PCA it will say so on your ID card.

As an eligible rider, you may travel with a PCA and one guest. The PCA rides free but the guest must pay the same fare as you. Additional guests may travel with you if space is available. Each guest must pay the full fare. The PCA or guests must board and exit the vehicle at the same locations as the rider being assisted.

Transporting Children

Children under the age of six who are certified for ADA paratransit service must be

accompanied by a "responsible person" when using ADA service. A responsible person is defined as one who can directly control and supervise the child. All eligible riders, regardless of age, must pay the fare.

Children 46" tall and under scheduled to travel with eligible riders are not charged (limit two free per paying passenger).

IMPORTANT! Access Service does not provide safety seats for children. Children 6 years of age or younger or children weighing less than 60 pounds must be secured in a rider provided car safety seat when traveling on board a vehicle or they will not be transported.

Transporting Pets

Non-service animals may travel on Access Service only if the animal is in a properly secured cage or container that meets the guidelines of the package policy and does not jeopardize the health or safety of other passengers or the driver. The driver cannot assist in loading or unloading the cage or container.

Reminder: Please be considerate of riders who may be fearful of dogs or other animals.

Carry On Packages

An eligible rider may bring packages aboard Access Service vehicles equivalent in size to no more than 4 (12 – 15 pound) grocery bags. Rider or PCA must be able to maintain control of packages while on the vehicle. Drivers may help load packages on and off the vehicle to and from the curbside only.

IMPORTANT! You cannot transport hazardous materials such as weapons, fuel, fireworks, corrosives, etc.

Lost and Found Policy

Access Service is not responsible for lost or damaged items.

If you leave an item on an Access Service vehicle, call reservations and inform the Reservationists. If the item is located, you may schedule a Next Day ride to pick up the item at the lost and found department during regular business hours. All lost and found articles are disposed of after 60 days.

Change of Information

Please notify a Reservationist if there are any of the following changes:

- Name
- Home address
- Mailing address
- Phone number
- Mobility device
- Alternate Format Needs
- Large Print
- Audio Tape
- Braille
- Electronic Format

Rules of Conduct

Access Service has a list of common-sense rules to ensure the safety and comfort of all passengers and drivers. Violation of the Rules of Conduct may lead to a suspension of services:

- No abusive, threatening or obscene language or behavior, including sexual harassment toward riders, drivers, passengers, or other Access Service employees
- Removing or refusing to wear a seat belt
- No deliberate fare evasion
- Rider must maintain acceptable standards of personal hygiene
- No eating, drinking or smoking on vehicles
- No riding under the influence of alcohol or illegal drugs
- No weapons, firearms, explosives, flammable material, or corrosive liquids on vehicles
- No operating or tampering with any Access Service equipment (driver's 2-way radio, Mobile Data Terminal, etc.) onboard a vehicle
- No radios, cassette tape players, compact disc players or other sound generating equipment (except devices used for communication purposes) are to be played aboard the vehicles. Riders may use such equipment with headphones.

IMPORTANT! Any rider engaging in physical assault or other illegal behavior may be subject to immediate suspension, and possible criminal prosecution.

Out of Area Visitor Riding Privileges

As an Omnitrans Access Service rider, you are eligible for ADA paratransit service as a visitor to other cities' ADA paratransit services. The ADA says that you can have 21 days of visitor status in any 365 day period in service areas where **you do not live**. If you are planning to visit another service area and would like to have ADA visitor status, please call the Omnitrans Paratransit Eligibility Technician at (909) 379-7284. We will forward your ADA eligibility information to the service provider that you plan to visit.

Visitors

If you are visiting the Omnitrans service area and are ADA paratransit eligible, you may ask for visitor status. As an eligible visitor you may receive 21 days of ADA paratransit service in any 365 day period.

Please ask your home agency to fax your ADA eligibility information to Omnitrans at (909) 379-7200. For additional information regarding visitor status, please call the Omnitrans Eligibility Technician at (909) 379-7348.

Reservations and Information:

East Valley	1-909-383-1680
West Valley	1-800-990-2404
TDD	1-909-383-1689

Wheelchairs and Mobility Devices

Access Service will make every attempt to accommodate the rider's mobility device. The mobility device must safely fit onto the lift platform and the lift must be able to safely raise the mobility device and its occupant. Service can be refused if the mobility device and its occupant cannot safely utilize the lift to board the vehicle.



EXHIBIT B

HOURS AND MILES

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**

FY16 - FY20 REVENUE VEHICLE HOURS, TOTAL VEHICLE HOURS, REVENUE VEHICLE MILES and TOTAL VEHICLE MILE

The hours and mileage stated in this document are just an estimate and not a guarantee of the actual hour and mileage.

The estimated annual vehicle miles and the annual estimated revenue hours are mutually exclusive and should not be taken together

EVACCESS

FY	PEAK VEH	WEEKDAY REV HRS	SATURDAY REV HRS	SUNDAY REV HRS	TOTAL REV HRS	EST TOTAL HRS	EST REV MILES	EST TOTAL MILES
2016	56	368	93	92	86,339	98,426	1,468,626	1,858,292
2017	56	368	93	92	104,012	118,574	1,769,244	2,238,671
2018	56	375	95	94	105,042	119,748	1,786,770	2,260,847
2019	56	375	95	94	105,041	119,747	1,786,753	2,260,825
2020	56	383	97	96	108,189	123,335	1,840,291	2,328,569
					508,623	579,831	8,651,684	10,947,204

Notes: Total hours = 114% of Revenue Hours; average vehicle speed 17.01 mph

WVACCESS

FY	PEAK VEH	WEEKDAY CORE REV HRS	SATURDAY NON-CORE REV HRS	SUNDAY NON-CORE REV HRS	TOTAL REV HRS	EST TOTAL HRS	EST REV MILES	EST TOTAL MILES
2016	41	268	48	37	60,739	70,457	942,669	1,182,977
2017	41	268	48	37	73,222	84,938	1,136,405	1,426,101
2018	41	273	49	38	73,846	85,661	1,146,086	1,438,249
2019	41	273	49	38	73,835	85,648	1,145,912	1,438,031
2020	41	279	50	39	76,095	88,270	1,180,997	1,482,060
					357,736	414,974	5,552,069	6,967,418

Notes: Total hours = 116% of Revenue Hours; average vehicle speed 15.52 mph

OMNIGO SERVICE

FY	PEAK VEH	WEEKDAY REV HRS	SATURDAY REV HRS	SUNDAY REV HRS	TOTAL REV HRS	EST TOTAL HRS	EST REV MILES	EST TOTAL MILES
2016	7	80	86	56	23,146	24,766	337,469	361,091
2017	7	80	86	56	27,832	29,780	405,791	434,196
2018	7	80	86	56	27,790	29,735	405,178	433,541
2019	7	80	86	56	27,760	29,703	404,741	433,073
2020	7	80	86	56	27,864	29,814	406,257	434,695
					134,392	143,799	1,959,435	2,096,596

Notes: Total hours = 107% of Revenue Hours; average vehicle speed 14.58 mph

EXPRESS SERVICE (OPTION)

FY	PEAK VEH	WEEKDAY REV HRS	SATURDAY REV HRS	SUNDAY REV HRS	TOTAL REV HRS	EST TOTAL HRS	EST REV MILES	EST TOTAL MILES
2016								
2017	7	57	24	21	16,947	18,133	423,675	453,332
2018	7	59	25	22	17,347	18,562	433,682	464,039
2019	7	59	25	22	17,344	18,558	433,604	463,957
2020	7	59	25	22	17,440	18,661	435,999	466,519
					69,078	73,914	1,726,960	1,847,847

Notes: Total hours = 107% of Revenue Hours; average vehicle speed 25.00 mph

TOTALS - PARATRANSIT ONLY

FY	TOTAL REV HRS	EST TOTAL HRS	EST TOTAL MILES
2016	147,078	168,884	3,041,269
2017	177,234	203,511	3,664,772
2018	178,888	205,409	3,699,096
2019	178,876	205,395	3,698,856
2020	184,284	211,606	3,810,629



EXHIBIT C

OPTION: EXPRESS SCHEDULE

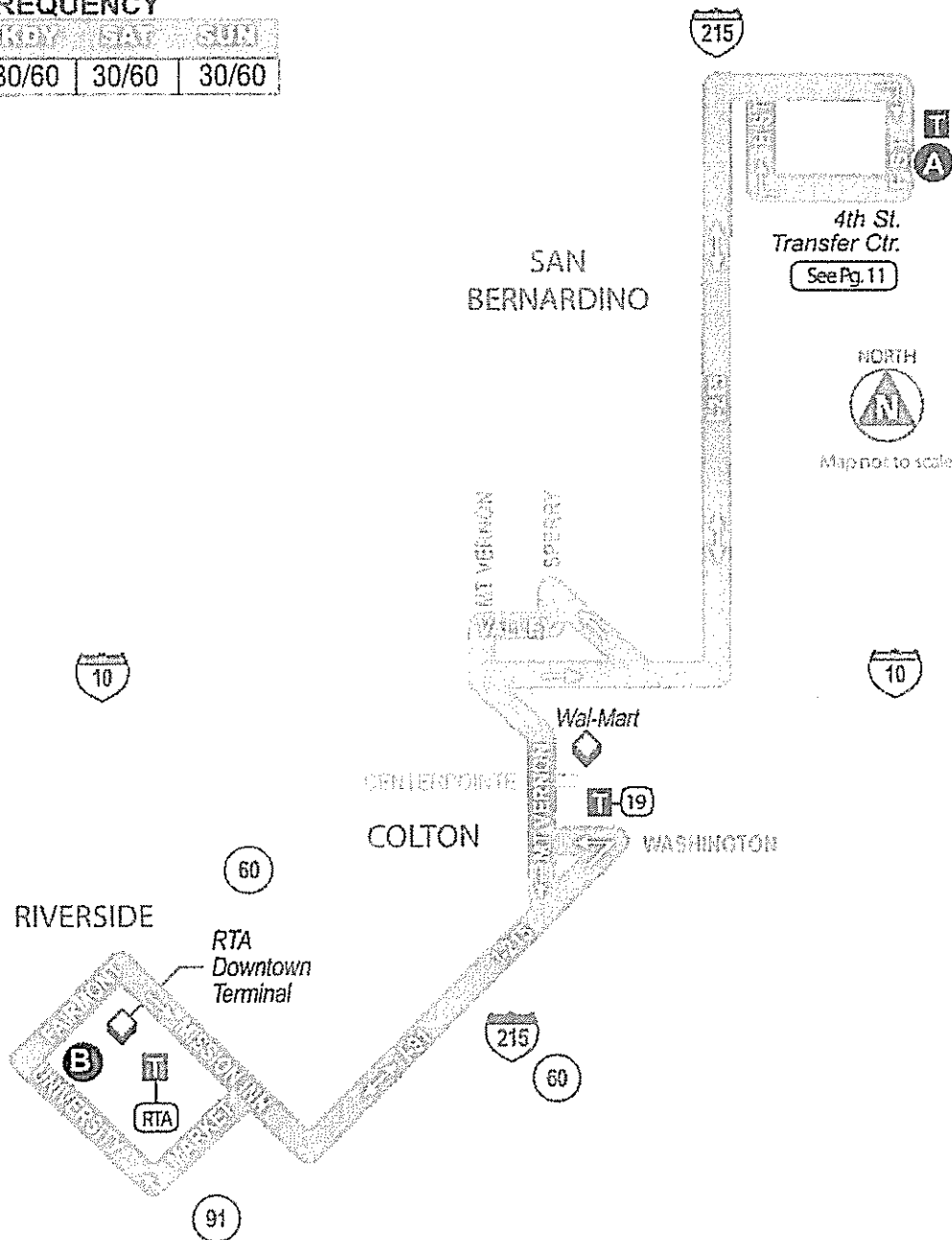
**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

215

- Bus Route
- Timepoint - Look for the matching symbol in the timetable section
- Metrolink Station
- Point of interest
- Transfer Point
- Tripper Service
- Park-and-Ride
- Med cal Center
- Connection Route(s)

FREQUENCY

WED	THUR	FRI	SAT	SUN
30/60	30/60	30/60	30/60	30/60



ROUTE 215 MONDAY - FRIDAY

B
Riverside Transcenter

A
4th & F

A
4th & F

B
Riverside Transcenter

5:35	6:00
6:05	6:30
6:35	7:00
6:55	7:20
7:12	7:37
7:35	8:00
7:55	8:20
8:08	8:33
8:35	9:00
9:05	9:30
9:35	10:00
10:05	10:30
10:35	11:00
11:05	11:30
11:35	12:00
12:05	12:30
12:35	1:00
1:05	1:30
1:35	2:00
2:05	2:50
3:05	3:50
4:05	4:45
4:35	5:15
5:05	5:45
5:20	6:00
6:05	6:45
6:35	7:15
6:55	7:20
7:35	8:00
8:05	8:30
8:35	9:00
9:05	9:30
9:35	10:00

5:05	5:30
5:35	6:00
6:05	6:30
6:25	6:50
6:45	7:10
7:05	7:30
7:25	7:50
7:40	8:05
8:05	8:30
8:35	9:00
9:05	9:30
9:35	10:00
10:05	10:30
10:35	11:00
11:05	11:30
11:35	12:00
12:05	12:30
12:35	1:00
1:05	1:30
1:35	2:00
2:05	2:50
3:05	3:45
3:40	4:20
4:05	4:45
4:25	5:05
5:05	5:45
5:30	6:10
5:50	6:30
6:05	6:45
7:05	7:30
7:35	8:00
8:05	8:30
8:35	9:00
9:05	9:30

Respect the cone zone! For safety reasons, Omnitrans buses can't stop in construction zones. Please use the bus stops just in front of or behind the construction zone when using the bus.

Note: Due to road construction and traffic, Route 215 may experience delays beyond our control.

ROUTE 215 SUNDAY

<div> <div>B</div> <div>Riverside Transcenter</div> </div>	<div> <div>A</div> <div>4th & F</div> </div>	<div> <div>A</div> <div>4th & F</div> </div>	<div> <div>B</div> <div>Rivers de Transcenter</div> </div>
7:05	7:30	6:35	7:00
8:05	8:30	7:35	8:00
9:05	9:30	8:35	9:00
10:05	10:30	9:35	10:00
		10:35	11:00
11:05	11:30	11:05	11:30
11:35	12:00	11:35	12:00
12:05	12:30	12:05	12:30
12:35	1:00	12:35	1:00
1:05	1:30	1:05	1:30
1:35	2:00	1:35	2:00
2:05	2:30	2:05	2:30
2:35	3:00	2:35	3:00
3:05	3:30	3:05	3:30
3:35	4:00	3:35	4:00
4:05	4:30	4:05	4:30
4:35	5:00	4:35	5:00
5:05	5:30	5:05	5:30
5:35	6:00	5:35	6:00
6:05	6:30	6:05	6:30
6:35	7:00	6:35	7:00
7:05	7:30	7:35	8:00
8:05	8:30	8:35	9:00
9:05	9:30	9:35	10:00

ROUTE 215 SUNDAY

<div> <div>B</div> <div>Riverside Transcenter</div> </div>	<div> <div>A</div> <div>4th & F</div> </div>	<div> <div>A</div> <div>4th & F</div> </div>	<div> <div>B</div> <div>Rivers de Transcenter</div> </div>
7:05	7:30	7:35	8:00
8:05	8:30	8:35	9:00
9:05	9:30	9:35	10:00
10:05	10:30	10:35	11:00
		11:05	11:30
11:05	11:30	11:35	12:00
11:35	12:00	12:05	12:30
12:05	12:30	12:35	1:00
12:35	1:00	1:05	1:30
1:05	1:30	1:35	2:00
1:35	2:00	2:05	2:30
2:05	2:30	2:35	3:00
2:35	3:00	3:05	3:30
3:05	3:30	3:35	4:00
3:35	4:00	4:05	4:30
4:05	4:30	4:35	5:00
4:35	5:00	5:05	5:30
5:05	5:30	5:35	6:00
5:35	6:00	6:05	6:30
6:05	6:30	6:35	7:00
6:35	7:00		
7:05	7:30		

Note: Due to road construction and traffic, Route 215 may experience delays beyond our control.

Freeway Express Route 290

Block	Westbound					Eastbound				
	E&Court	4th St	ARMC	Ontario Mills	Montclair TC	Montclair TC	Ontario Mills	ARMC	E&Court	4th St
3						5:52	6:13	6:35	6:48	6:50
1		5:23	5:36	5:58	6:19	6:29	6:50	7:12	7:25	7:27
2	6:27	6:29	6:42	7:04	7:25	7:35	7:56	8:18	8:31	8:33
3	--	7:02	7:15	7:37	7:58					
1	--	7:39	7:52	8:14	8:35	8:45	9:06	9:28	9:41	9:43
4						4:05	4:26	4:48	5:01	5:03
5						4:42	5:03	5:25	5:38	5:40
6	4:27	4:29	4:42	5:04	5:25	5:35	5:56	6:18	6:31	6:33
4	--	5:13	5:26	5:48	6:09					
5	--	5:50	6:03	6:25	6:46	6:56	7:17	7:39	7:52	7:54

Bold time represents PM hours



EXHIBIT D

OMNIGO SCHEDULE

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**

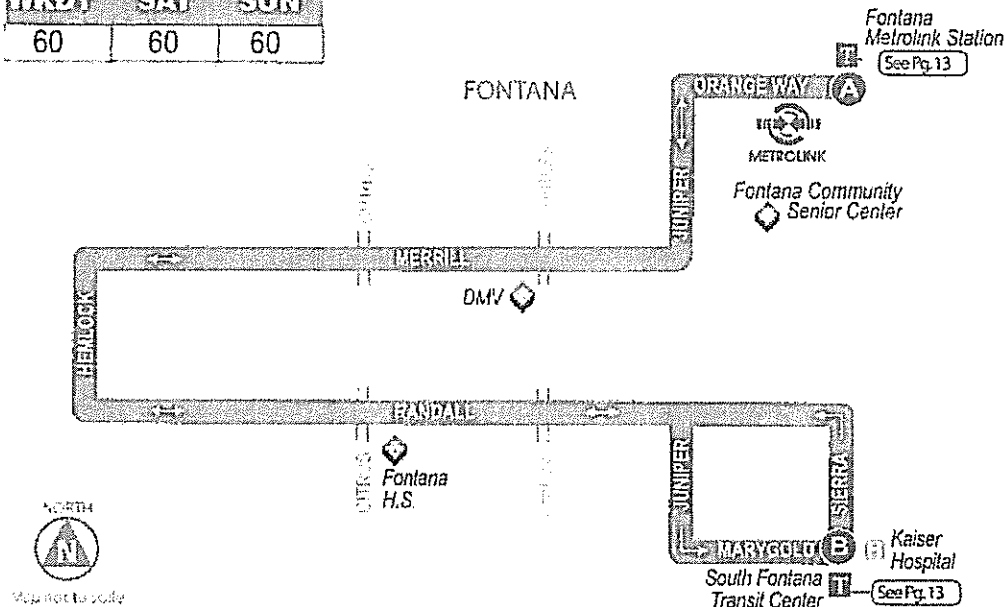
20

FONTANA METROLINK VALLEJIMOCK KALDER

Bus Route	Timepoint - Look for the matching symbol in the timetable section.	Metrolink Station	Point of interest	Transfer Point
Tripper Service	Park-and-Ride	Medical Center	Connection Route(s)	

FREQUENCY

WKDY	SAT	SUN
60	60	60



ROUTE 20: SATURDAY

Marygold & Sierra	Fontana Metrolink	Fontana Metrolink	Marygold & Sierra
-------------------	-------------------	-------------------	-------------------

NORTHBOUND

6:26	6:50
7:26	7:50
8:26	8:50
9:26	9:50
10:26	10:50
11:26	11:50
12:26	12:50
1:26	1:50
2:26	2:50
3:26	3:50
4:26	4:50
5:26	5:50

SOUTHBOUND

7:03	7:26
8:03	8:26
9:03	9:26
10:03	10:26
11:03	11:26
12:03	12:26
1:03	1:26
2:03	2:26
3:03	3:26
4:03	4:26
5:03	5:26
6:03	6:26

ROUTE 20: SUNDAY

Marygold & Sierra	Fontana Metrolink	Fontana Metrolink	Marygold & Sierra
-------------------	-------------------	-------------------	-------------------

NORTHBOUND

6:56	7:20
7:56	8:20
8:56	9:20
9:56	10:20
10:56	11:20
11:56	12:20
12:56	1:20
1:56	2:20
2:56	3:20
3:56	4:20
4:56	5:20

SOUTHBOUND

7:33	7:56
8:33	8:56
9:33	9:56
10:33	10:56
11:33	11:56
12:33	12:56
1:33	1:56
2:33	2:56
3:33	3:56
4:33	4:56
5:33	5:56

29

Bus Route

Tripper Service

Timepoint—Look for the matching symbol in the timetable section

Metrolink Station

Point of interest

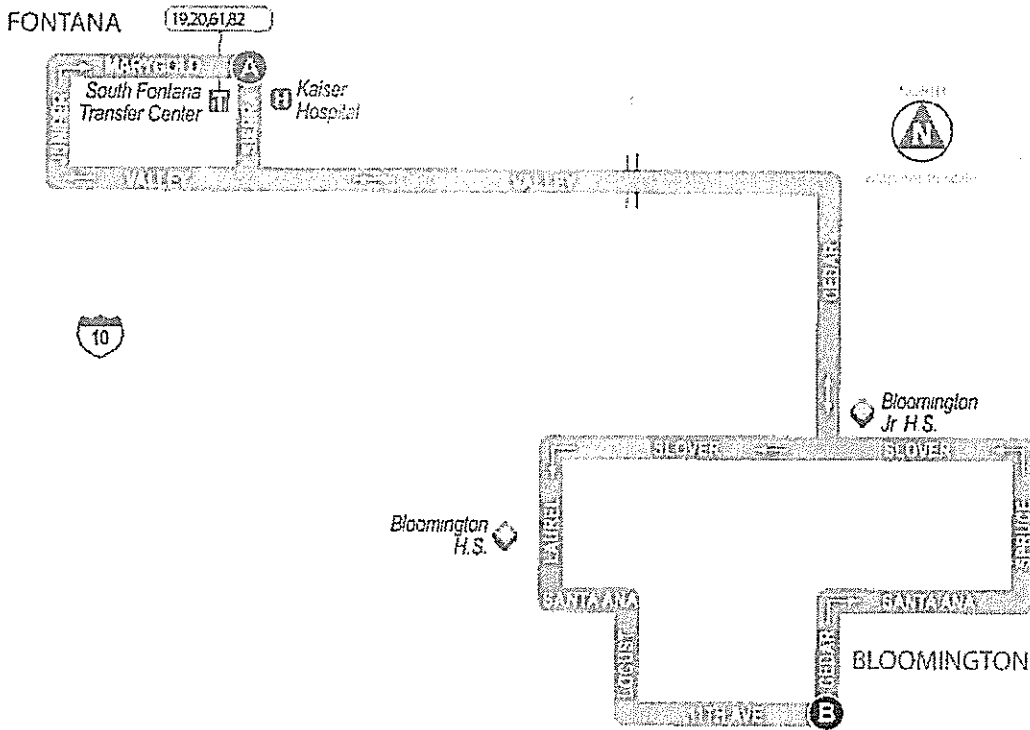
Medical Center

Transfer Point

Connecting Route(s)

FREQUENCY

WED	THU	SUN
60	60	N/A



ROUTE 29: SATURDAY		
<div> <div>A</div> <div>Marygold & Sierra</div> </div>		<div> <div>B</div> <div>11th & Cedar</div> </div>
EASTBOUND		WESTBOUND
7:45		8:10
8:45		9:10
9:45		10:10
10:45		11:10
11:45		12:10
12:45		1:10
1:45		2:10
2:45		3:10
3:45		4:10
4:45		5:10
5:45		6:10
		8:35
		9:35
		10:35
		1:3
		12:35
		1:35
		2:35
		3:35
		4:35
		5:35
		6:35

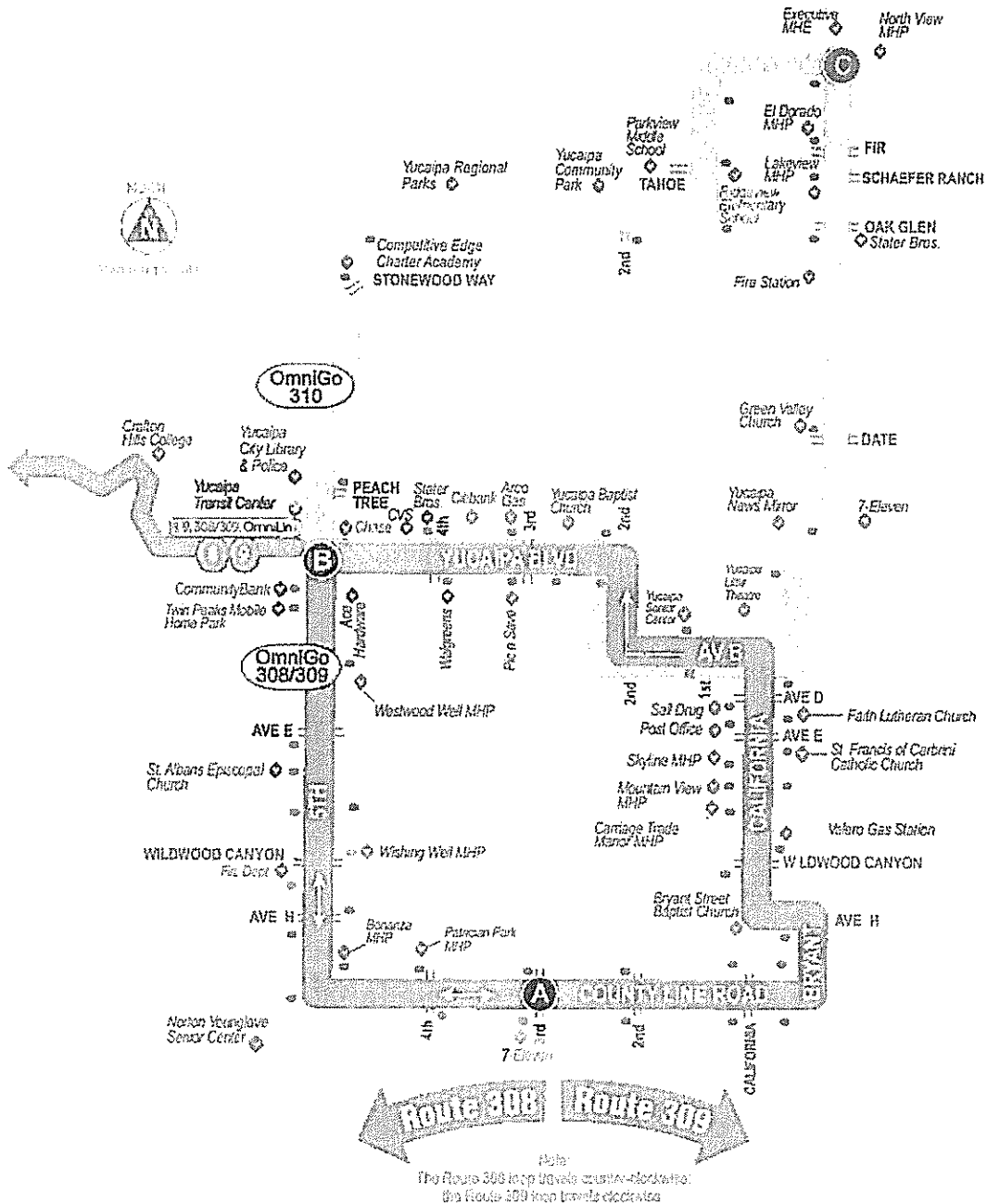
Note No Sunday Service

308/309/310



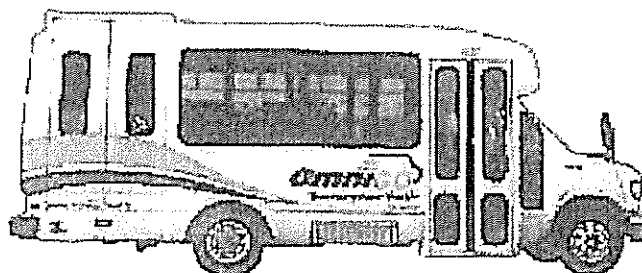
FREQUENCY

ROUTE	WEEKDAY	SAT	SUN
308	30/60	30	60
309	30	30	60
310	30/60	No weekend service	



OmniGo Route 310/309/311 Monday - Friday

(B) Yucaipa Transit Center	(A) County Line & 3rd	(B) Yucaipa Transit Center	(A) County Line & 3rd	(B) Yucaipa Transit Center	(C) Bryant & Sunnyside	(B) Yucaipa Transit Center		
Clockwise		Counter Clockwise		Clockwise				
6:30	6:14	6:25	6:30	6:11	6:25	6:00	6:10	6:24
7:00	6:44	6:55	7:00	6:41	6:55	6:30	6:40	6:54
7:30	7:14	7:25	7:30	7:11	7:25	7:00	7:10	7:24
8:00	7:44	7:55	8:00	7:41	7:55	7:30	7:40	7:54
8:30	8:14	8:25	8:30	8:11	8:25	8:00	8:10	8:24
9:00	8:44	8:55	9:00	8:41	8:55	8:30	8:40	8:54
9:30	9:14	9:25		9:11	9:25			
10:00	9:44	9:55	10:00	9:41	9:55	9:30	9:40	9:54
10:30	10:14	10:25	10:30	10:11	10:25			
11:00	10:44	10:55	11:00	10:41	10:55	10:30	10:40	10:54
11:30	11:14	11:25	11:30	11:11	11:25	11:00	11:10	11:24
12:00	11:44	11:55	12:00	11:41	11:55	11:30	11:40	11:54
12:30	12:14	12:25	12:30	12:11	12:25			
12:30	12:44	12:55				12:30	12:40	12:54
1:00	1:14	1:25	1:00	1:11	1:25			
1:30	1:44	1:55				1:30	1:40	1:54
2:00	2:14	2:25	2:00	2:11	2:25			
2:30	2:44	2:55				2:30	2:40	2:54
3:00	3:14	3:25	3:00	3:11	3:25			
3:30	3:44	3:55				3:30	3:40	3:54
4:00	4:14	4:25	4:00	4:11	4:25			
4:30	4:44	4:55				4:30	4:40	4:54
5:00	5:14	5:25	5:00	5:11	5:25			
5:30	5:44	5:55				5:30	5:40	5:54
6:00	6:14	6:25	6:00	6:11	6:25			
6:30	6:44	6:55				6:30	6:40	6:54
7:00	7:14	7:25	7:00	7:11	7:25			
7:30	7:44	7:55				7:30	7:40	7:54
8:00	8:14	8:25						
8:30	8:44	8:55						



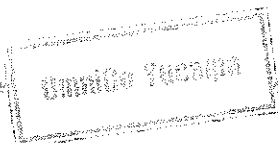
Introducing OmniGo Route 310, our newest OmniGo route serving north Yucaipa. OmniGo Route 310 makes a clockwise loop from the Yucaipa Transit Center, to Oak Glen Road, Sunnyside, Bryant, Yucaipa Blvd, Adams Street and Avenue B. OmniGo 310 frequency is 30 minutes from 6:00 AM - 9:00 AM and 60 minute is 9:00 AM - 7:00 PM. OmniGo Route 310 operates Monday - Friday only.

OmniGo Route 308/309 Sunday

B Yucaipa Transit Center	A County Line & 3rd	B Yucaipa Transit Center	B Yucaipa Transit Center	A County Line & 3rd	B Yucaipa Transit Center
308 COUNTERCLOCKWISE			309 CLOCKWISE		
7:00	7:11	7:25	7:00	7:14	7:25
7:30	7:41	7:55	7:30	7:44	7:55
8:00	8:11	8:25	8:00	8:14	8:25
8:30	8:41	8:55	8:30	8:44	8:55
9:00	9:11	9:25	9:00	9:14	9:25
9:30	9:41	9:55	9:30	9:44	9:55
10:00	10:11	10:25	10:00	10:14	10:25
10:30	10:41	10:55	10:30	10:44	10:55
11:00	11:11	11:25	11:00	11:14	11:25
11:30	11:41	11:55	11:30	11:44	11:55
12:00	12:11	12:25	12:00	12:14	12:25
12:30	12:41	12:55	12:30	12:44	12:55
1:00	1:11	1:25	1:00	1:14	1:25
1:30	1:41	1:55	1:30	1:44	1:55
2:00	2:11	2:25	2:00	2:14	2:25
2:30	2:41	2:55	2:30	2:44	2:55
3:00	3:11	3:25	3:00	3:14	3:25
3:30	3:41	3:55	3:30	3:44	3:55
4:00	4:11	4:25	4:00	4:14	4:25
4:30	4:41	4:55	4:30	4:44	4:55
5:00	5:11	5:25	5:00	5:14	5:25
5:30	5:41	5:55	5:30	5:44	5:55
6:00	6:11	6:25	6:00	6:14	6:25
6:30	6:41	6:55	6:30	6:44	6:55
7:00	7:11	7:25	7:00	7:14	7:25
7:30	7:41	7:55	7:30	7:44	7:55
8:00	8:11	8:25	8:00	8:14	8:25

OmniGo Route 308/309 Sunday

B Yucaipa Transit Center	A County Line & 3rd	B Yucaipa Transit Center	B Yucaipa Transit Center	A County Line & 3rd	B Yucaipa Transit Center
308 COUNTERCLOCKWISE			309 CLOCKWISE		
8:00	8:11	8:25	7:30	7:44	7:55
9:00	9:11	9:25	8:30	8:44	8:55
10:00	10:11	10:25	9:30	9:44	9:55
11:00	11:11	11:25	10:30	10:44	10:55
12:00	12:11	12:25	11:30	11:44	11:55
1:00	1:11	1:25	12:30	12:44	12:55
2:00	2:11	2:25	1:30	1:44	1:55
3:00	3:11	3:25	2:30	2:44	2:55
4:00	4:11	4:25	3:30	3:44	3:55
5:00	5:11	5:25	4:30	4:44	4:55
6:00	6:11	6:25	5:30	5:44	5:55
			6:25	6:39	



OmniGo is the shuttle that thinks it's a bus. OmniGo 308/309/310 travels in a circular route, servicing many community and shopping locations along the way. Take OmniGo to the Yucaipa Transit Center and transfer to Routes 8 and 9. It's your hometown shuttle!

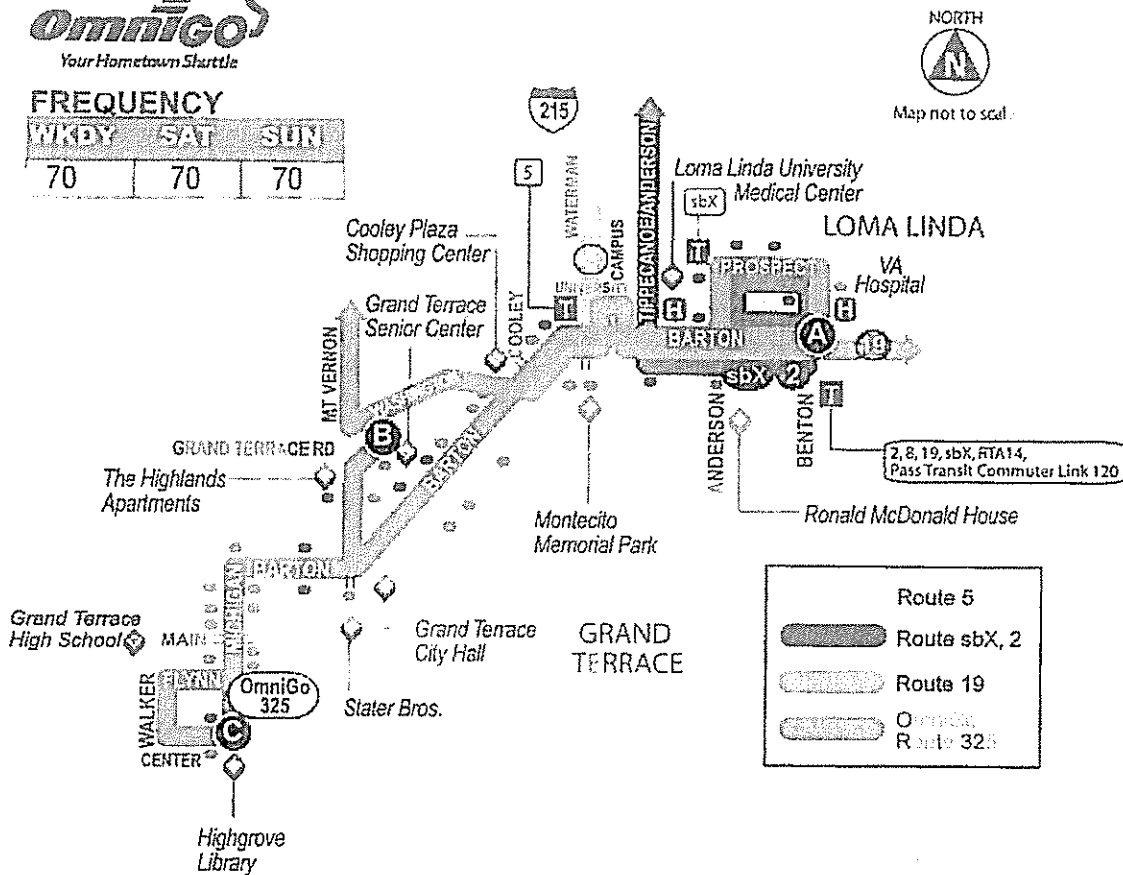
OmniGo fares are the same as fixed route (big bus) fares. For fare information, see page 4.

325



FREQUENCY

WKDY	SAT	SUN
70	70	70



OmniGo Route 325 Monday - Friday

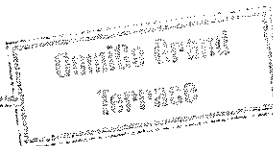
A	B	C	B	A
VA Hospital	Grand Terrace Senior Center	Michigan & Center	Grand Terrace Senior Center	VA Hospital
SOUTHERND			NORTHERND	
5:12	5:26	5:35	5:50	6:05
6:22	6:36	6:45	7:00	7:15
7:32	7:46	7:55	8:10	8:25
8:42	8:56	9:05	9:20	9:35
9:52	10:06	10:15	10:30	10:45
11:02	11:16	11:25	11:40	11:55
12:17	12:31	12:40	12:55	1:10
1:27	1:41	1:50	2:05	2:20
2:37	2:51	3:00	3:15	3:30
3:47	4:01	4:10	4:25	4:40
4:57	5:11	5:20	5:35	5:50
6:07	6:21	6:30	6:45	7:00
7:17	7:31	7:40	7:55	8:10

OmniGo Route 325 Saturday

A VA Hospital	B Grand Terrace Senior Center	C Michigan & Center	B Grand Terrace Senior Center	A VA Hospital
SOUTHEBOUND			NORTHEBOUND	
7:45	7:59	8:12	7:17	7:44
8:55	9:09	9:22	8:27	8:54
10:05	10:19	10:32	9:37	10:04
11:15	11:29	11:42	10:47	11:14
12:25	12:39	12:52	11:57	12:24
1:35	1:49	2:02	1:07	1:34
2:45	2:59	3:12	2:17	2:44
3:55	4:09	4:22	3:27	3:54
5:05	5:19	5:32	4:37	5:04
			5:47	6:14

OmniGo Route 325 Sunday

A VA Hospital	B Grand Terrace Senior Center	C Michigan & Center	B Grand Terrace Senior Center	A VA Hospital
SOUTHEBOUND			NORTHEBOUND	
8:55	9:09	9:22	8:27	8:54
10:05	10:19	10:32	9:37	10:04
11:15	11:29	11:42	10:47	11:14
12:25	12:39	12:52	11:57	12:24
1:35	1:49	2:02	1:07	1:34
2:45	2:59	3:12	2:17	2:44
3:55	4:09	4:22	3:27	3:54
5:05	5:19	5:32	4:37	5:04
			5:47	6:14



OmniGo is the shuttle that thinks it's a bus. OmniGo 325 can take you from the Riverside County line to Grand Terrace and Loma Linda, servicing plenty of shopping and medical office locations along the way. It's your hometown shuttle!

OmniGo fares are the same as fixed route (big bus) fares. For fare information, see page 1.

COUNTER-CLOCKWISE		CLOCKWISE	
5:57	8:28	6:02	6:21
6:57	7:28	7:0	7:21
7:57	8:28	8:12	8:31
8:57	9:28	9:12	9:31
10:06	10:35	10:02	10:21
10:57	11:26	11:02	11:21
11:57	12:26	12:02	12:21
12:57	1:26	1:02	1:21
1:57	2:26	2:02	2:21
2:57	3:25	3:02	3:21
3:57	4:28	4:02	4:21
4:57	5:28	5:02	5:21



EXHIBIT E

CURRENT WAGE & BENEFIT LEVELS

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

CURRENT WAGE AND BENEFIT LEVELS

<u>The average wages for:</u>			
Vehicle Operator: \$12.03 High \$17.52, Low \$10.68			
Maintenance Mechanic \$20.85 High \$27.51 Low \$18.00			
Dispatcher: \$14.37 High \$16.93 Low \$12.64			
Optimizer: \$15.68 High \$16.80 Low \$14.65			
Reservationist: \$11.93 High \$12.53 Low \$10.25			
 <u>Benefits</u>			
Medical – Kaiser – Employee only monthly cost \$70.06			
Dental – Cigna Dental Employee only monthly \$17.05			
Vision – VSP Employee only monthly \$5.99			

Represented

ID #	Position	Rate	Date of Hire
1	Tech in Charge	\$ 27.51	9/6/2011
2	Technician	\$ 23.16	6/29/2001
3	Technician	\$ 19.66	12/5/2006
4	Technician	\$ 21.05	3/11/2011
5	Technician	\$ 22.14	8/1/2011
6	Technician	\$ 18.00	9/9/2013
7	Technician	\$ 18.00	2/20/2014
8	Service Employee	\$ 15.15	6/15/2001
9	Service Employee	\$ 12.18	1/24/2005
10	Service Employee	\$ 12.18	11/30/2009
14	Driver	\$ 17.52	5/14/1990
15	Driver	\$ 16.62	7/1/1993
16	Driver	\$ 16.33	7/7/1993
17	Driver	\$ 14.85	2/15/1995
18	Driver	\$ 15.74	10/23/1995
19	Driver	\$ 15.74	11/14/1995
20	Driver	\$ 15.43	3/17/1997
21	Driver	\$ 15.15	2/2/1998
22	Driver	\$ 14.85	7/20/1998
23	Driver	\$ 14.85	3/11/1999
24	Driver	\$ 14.56	7/22/1999
25	Driver	\$ 14.56	9/24/1999
26	Driver	\$ 14.26	8/24/2000
27	Driver	\$ 14.26	8/28/2000
28	Driver	\$ 14.26	5/8/2001
29	Driver	\$ 14.26	6/11/2001
30	Driver	\$ 14.26	9/17/2001
31	Driver	\$ 14.26	6/26/2002
32	Driver	\$ 15.15	10/7/2002
33	Driver	\$ 13.97	5/27/2003
34	Driver	\$ 13.36	8/4/2003
35	Driver	\$ 13.67	1/29/2004
36	Driver	\$ 13.67	3/2/2004
37	Driver	\$ 15.68	3/15/2004
38	Driver	\$ 13.36	5/20/2004
39	Driver	\$ 13.36	7/19/2004
40	Driver	\$ 13.36	8/4/2004
41	Driver	\$ 13.36	9/1/2004
42	Driver	\$ 13.36	4/18/2005
43	Driver	\$ 13.36	4/19/2005
44	Driver	\$ 13.36	5/16/2005
45	Driver	\$ 13.36	8/3/2005
46	Driver	\$ 13.36	2/13/2006
47	Driver	\$ 13.36	3/20/2006
48	Driver	\$ 13.36	7/20/2006
49	Driver	\$ 13.36	9/27/2006
50	Driver	\$ 16.26	9/27/2006
51	Driver	\$ 11.64	1/3/2007
52	Driver	\$ 13.36	1/15/2007

CURRENT WAGE AND BENEFIT LEVELS

ID #	Position	Rate	Date of Hire
53	Driver	\$ 13.36	2/12/2007
54	Driver	\$ 13.36	3/5/2007
55	Driver	\$ 12.83	5/21/2007
56	Driver	\$ 12.53	8/1/2007
57	Driver	\$ 12.53	9/26/2007
58	Driver	\$ 12.53	11/12/2007
59	Driver	\$ 12.53	3/12/2008
60	Driver	\$ 12.53	6/9/2008
61	Driver	\$ 11.88	9/2/2008
62	Driver	\$ 11.88	10/6/2008
63	Driver	\$ 12.70	11/24/2008
64	Driver	\$ 11.88	12/1/2008
65	Driver	\$ 11.88	12/1/2008
66	Driver	\$ 11.88	1/5/2009
67	Driver	\$ 11.88	1/5/2009
68	Driver	\$ 11.88	1/5/2009
69	Driver	\$ 11.88	1/5/2009
70	Driver	\$ 11.88	2/23/2009
71	Driver	\$ 11.88	3/30/2009
72	Driver	\$ 11.88	6/17/2009
73	Driver	\$ 11.88	7/15/2009
74	Driver	\$ 11.88	7/15/2009
75	Driver	\$ 11.88	7/15/2009
76	Driver	\$ 11.88	8/12/2009
77	Driver	\$ 11.88	8/12/2009
78	Driver	\$ 11.88	12/1/2009
79	Driver	\$ 11.88	3/30/2010
80	Driver	\$ 11.64	6/14/2010
81	Driver	\$ 11.64	6/14/2010
82	Driver	\$ 11.64	6/14/2010
83	Driver	\$ 11.19	7/22/2010
84	Driver	\$ 11.64	8/18/2010
85	Driver	\$ 11.64	9/20/2010
86	Driver	\$ 11.64	11/15/2010
87	Driver	\$ 11.64	12/13/2010
88	Driver	\$ 11.25	4/20/2011
89	Driver	\$ 11.25	4/20/2011
90	Driver	\$ 11.25	4/20/2011
91	Driver	\$ 11.25	5/18/2011
92	Driver	\$ 11.25	5/18/2011
93	Driver	\$ 11.25	5/18/2011
94	Driver	\$ 11.25	8/1/2011
95	Driver	\$ 11.25	8/31/2011
96	Driver	\$ 11.25	10/3/2011
97	Driver	\$ 11.25	10/3/2011
98	Driver	\$ 11.25	10/3/2011
99	Driver	\$ 11.25	1/4/2012
100	Driver	\$ 11.25	1/5/2012
101	Driver	\$ 11.25	2/22/2012
102	Driver	\$ 11.25	3/12/2012
103	Driver	\$ 10.82	4/30/2012
104	Driver	\$ 10.82	7/30/2012
105	Driver	\$ 10.82	7/30/2012
106	Driver	\$ 10.82	9/17/2012
107	Driver	\$ 10.82	9/17/2012
108	Driver	\$ 10.82	10/10/2012
109	Driver	\$ 10.82	10/29/2012
110	Driver	\$ 10.82	12/5/2012
111	Driver	\$ 10.82	12/5/2012
112	Driver	\$ 10.82	12/5/2012
113	Driver	\$ 10.82	12/5/2012
114	Driver	\$ 10.82	1/16/2013
115	Driver	\$ 10.82	1/16/2013
116	Driver	\$ 10.82	1/16/2013
117	Driver	\$ 10.82	2/1/2013
118	Driver	\$ 10.82	2/1/2013
119	Driver	\$ 10.82	2/25/2013
120	Driver	\$ 10.82	2/25/2013

CURRENT WAGE AND BENEFIT LEVELS

ID #	Position	Rate	Date of Hire
121	Driver	\$ 10.82	2/25/2013
122	Driver	\$ 10.68	8/14/2013
123	Driver	\$ 10.68	8/26/2013
124	Driver	\$ 10.68	9/16/2013
125	Driver	\$ 10.68	9/16/2013
126	Driver	\$ 10.68	10/2/2013
127	Driver	\$ 10.68	10/2/2013
128	Driver	\$ 10.68	10/14/2013
129	Driver	\$ 10.68	10/14/2013
130	Driver	\$ 10.68	10/14/2013
131	Driver	\$ 10.68	11/25/2013
132	Driver	\$ 10.68	11/25/2013
133	Driver	\$ 10.68	12/16/2013
134	Driver	\$ 10.68	12/16/2013
135	Driver	\$ 10.68	1/7/2014
136	Driver	\$ 10.68	2/3/2014
137	Driver	\$ 10.68	3/27/2014
138	Driver	\$ 10.68	3/27/2014
139	Driver	\$ 11.88	3/27/2014
140	Driver	\$ 10.68	3/27/2014
141	Driver	\$ 10.68	4/23/2014
142	Driver	\$ 10.68	4/23/2014
143	Driver	\$ 10.68	5/14/2014
144	Driver	\$ 10.68	5/14/2014
145	Driver	\$ 10.68	5/14/2014
146	Driver	\$ 10.68	6/9/2014
147	Driver	\$ 10.68	7/28/2014
148	Driver	\$ 10.68	7/28/2014
149	Driver	\$ 10.68	7/28/2014
150	Driver	\$ 10.68	9/2/2014
151	Driver	\$ 10.68	9/2/2014
152	Driver	\$ 10.68	10/20/2014
153	Driver	\$ 10.68	12/4/2014
157	Dispatcher	\$ 16.93	9/9/1996
158	Dispatcher	\$ 16.93	1/2/1998
159	Dispatcher	\$ 14.14	2/4/2004
160	Dispatcher	\$ 15.74	2/12/2004
161	Dispatcher	\$ 13.68	7/1/2006
162	Dispatcher	\$ 14.26	1/24/2007
163	Dispatcher	\$ 12.64	8/12/2009
164	Dispatcher	\$ 13.68	11/16/2009
165	Dispatcher	\$ 13.15	1/16/2013
166	Dispatcher	\$ 13.15	10/14/2013
173	Reservationist (Cust Svc)	\$ 12.46	11/1/2006
174	Reservationist (Cust Svc)	\$ 12.53	2/13/2008
175	Reservationist (Cust Svc)	\$ 12.36	9/2/2008
176	Reservationist (Cust Svc)	\$ 11.53	5/18/2011
177	Reservationist (Cust Svc)	\$ 11.36	12/27/2012
178	Reservationist (Cust Svc)	\$ 11.36	1/4/2013
179	Reservationist (Cust Svc)	\$ 10.92	8/8/2013
180	Reservationist (Cust Svc)	\$ 10.92	1/10/2014
181	Reservationist (Cust Svc)	\$ 10.50	5/14/2014
183	Reservationist (Cust Svc)	\$ 10.50	7/28/2014
184	Reservationist (Cust Svc)	\$ 10.25	7/28/2014
185	Reservationist (Cust Svc)	\$ 10.50	7/28/2014
186	Optimizer	\$ 16.80	1/2/1998
187	Optimizer	\$ 15.60	7/1/2006
182	Optimizer	\$ 14.65	1/26/2012

Non-Represented

Total Staff	Position	Average Wage
3	Administrative Clerk	12.85
6	Road Supervisor	13.71
3	Admin Supervisors	17.44



EXHIBIT F

ROAD SUPERVISOR REPORT

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**

FIELD SUPERVISOR REPORT

[illegible]



EXHIBIT G

EMPLOYEE UPDATE FORM

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**



OmniTrans

CONTRACT SERVICES EMPLOYEE CHANGE FORM

EMPLOYEE ADDITIONS

	LAST NAME	FIRST NAME	POSITION	DATE OF HIRE	TRAPEZE ACCESS		
					PASS	T.M.	COMM
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							

EMPLOYEE DELETIONS

LAST NAME	FIRST NAME	POSITION	DATE OF SEPARATION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



EXHIBIT H

CERTIFICATE OF CONTRACTOR COMPLIANCE

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

[proposer's letterhead]

Date _____

Omnitrans
Operations Services Supervisor
1700 W 5th Street
San Bernardino, California 92411

I, _____, _____ certify that
(Name) (Title)

_____ and its contractors, as required, have established and
(Contractor)

implemented an anti-drug and alcohol misuse prevention program(s) required by 49 CFR Part 655. I

further certify that the employee training conducted under this part meets the requirements of 49 CFR
Part 655.14.

Sincerely

(Name)
(Title)



EXHIBIT I

TRAINING RECORD

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**



OmniTrans

OMNITRANS ACCESS VEHICLE OPERATOR TRAINING RECORD: ORIGINAL TRAINING

Operator's Name: _____	D.O.B. _____	Start Date: _____
CDL # _____	CDL Exp. _____	Class: _____
Operator's Badge _____		Termination Date _____

DATE	Min. Req'd Hrs	TRAINING	HRS	TRAINEE SIGNATURE	TRAINER SIGNATURE
	4	LAWS AND REGULATIONS			
	40	BTW			
	8	DEFENSIVE DRIVING - CLASSROOM			
	10	SENSITIVITY TRAINING			
	2	OMNITRANS POLICIES & PROCEDURES			
	3	MOB. AIDS AND VEHICLE EQUIPMENT			
	3	STREET NETWORK, MAP SKILLS			
	2	FARE COLLECTION, ACCIDENT REPORTING			
	3	2-WAY RADIOS AND MDTs			
	1	BLOOD BORNE PATHOGENS			
	3	SEXUAL HARASSMENT			
	1	DRUG-FREE WORKPLACE			
DATE		OTHER TRAINING	HRS	TRAINEE SIGNATURE	TRAINER SIGNATURE

COMMENTS: _____

ORIGINAL TRAINING COMPLETED ON: _____

TRAINEE'S SIGNATURE _____

TRAINER'S SIGNATURE _____

MANAGER'S SIGNATURE _____



Operator's Name: _____		D.O.B. _____		Start Date: _____	
CDL # _____		CDL Exp. _____		Class: _____	
Operator's Badge _____				Med Exp _____	
				Termination Date _____	

[illegible]

COMMENTS: _____

ORIGINAL TRAINING COMPLETED ON: _____

TRAINEE'S SIGNATURE _____

TRAINER'S SIGNATURE _____

MANAGER'S SIGNATURE



EXHIBIT J

FARE POLICY

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**

OMNITRANS Fares effective September 2, 2014

SERVICE	RIDER	TYPE OF FARE	PRICE
Local Fixed Route Buses, OmniGo, sbX	Full Fare Rider	Full Cash Fare	\$1.75
		Day Pass	\$5.00
		7-Day Pass	\$18.00
		31-Day Pass	\$55.00
	Seniors/Disability/Medicare	Full Cash Fare	\$0.75
		Day Pass	\$2.25
		7-Day Pass	\$8.00
		31-Day Pass	\$27.50
	Youth	7-Day Pass	\$14.00
		31-Day Pass	\$41.00
Access ADA Service	Cash Fare or Ticket	1 - 3 Zone Trip	\$3.25
		Additional Zones	\$1.00
		Beyond Boundary Fee	\$5.00



EXHIBIT K

VEHICLE LIST AND REPLACEMENT SCHEDULE

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

REVENUE VEHICLE FLEET

QTY	YEAR/MAKE/MODEL	TYPE	AMB_CAP	WC_CAP	AVERAGE MILEAGE	Service
13	2006 Ford ENC AEROTECH	Cutaway	16	4	273,625	8 Access, 5 OmniGo
17	2006 Ford ENC STARCRAFT	Cutaway	16	4	266,123	Access
9	2007 Chevy Uplander	minivan	4	2	192,204	Access
14	2008 Ford - Aerotech	Cutaway	16	4	79,744	Access
31	2008 Ford ENC STARCRAFT	Cutaway	16	4	215,249	Access
6	2010 Ford ENC STARCRAFT	Cutaway	16	2	209,188	OmniGo
16	2012 Ford ENC STARCRAFT	Cutaway	16	4	34,897	Access

REPLACEMENT SCHEDULE

Fiscal Year	units replaced	Target
2016	13	4th Qtr
2017	13	4th Qtr
2018	13	4th Qtr
2019	13	4th Qtr
2020	13	4th Qtr
2021	13	4th Qtr
2022	13	4th Qtr
2023	13	4th Qtr
2024	13	4th Qtr



EXHIBIT L

MAINTENANCE SCHEDULE

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

VEHICLE MAINTENANCE SCHEDULE

1. Perform every 3000 miles or 45 days; adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications
 - 1.1. Inspect tires and rims,
 - 1.1.1. Tire inflation
 - 1.1.2. Tire wear.
 - 1.1.3. Wheel alignment check (visual tire condition only)
 - 1.1.4. Check Wheel end play & for any turning noise
 - 1.1.5. Tire damage.
 - 1.1.6. Cracked, welded or bent rims
 - 1.1.7. All lug nuts in place and properly torqued
 - 1.2. Brake inspection
 - 1.2.1. Rotors/drums
 - 1.2.2. Linings
 - 1.2.3. Seals
 - 1.2.4. Inspect Brake line hoses and parking brake system
 - 1.2.5. Brake fluid level and leaks
 - 1.3. Suspension and steering inspection
 - 1.3.1. Loose/worn components
 - 1.3.2. Damaged/bent/missing components
 - 1.4. Inspect all engine compartment fluid levels
 - 1.5. Inspect operation of horn, Interior lights, exterior lamps, turn signals, hazard and brake lamps.
2. Every 6,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 2.1. Replace engine oil and filter(s)
 - 2.2. HVAC inspection.
 - 2.2.1. Test system operation (15 minute run test)
 - 2.3. Inspect all belts, lines, Cooling system and hoses.
 - 2.4. Inspect condition of battery. (CCA, Fluid & Terminals).
 - 2.5. Inspect exterior for body damage.
 - 2.6. Inspect Transmission shifter linkage and Driveshaft u-joints.
 - 2.7. Perform chassis lubrication
 - 2.8. Inspect Engine and Trans mounts.
3. Every 15,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 3.1. Replace fuel filter
 - 3.2. Balance and rotate tires/wheels
 - 3.3. Replace air cleaner element. Remove dirt/debris from filter housing
 - 3.4. Inspect differential oil level
 - 3.5. Inspect exhaust system and heat shields.

VEHICLE MAINTENANCE SCHEDULE

4. Every 30,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 4.1. Perform transmission service
 - 4.1.1. Replace fluid and filter
 - 4.2. Perform front wheel bearing service
 - 4.2.1. Clean and inspect bearings and races
 - 4.2.2. Repack bearings
 - 4.2.3. Renew seals
 - 4.2.4. Inspect shock absorbers
5. Every 60,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 5.1. Perform complete engine tune-up (Replace Spark Plugs, Gasoline Engines only).
6. Every 72,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 6.1. Renew differential oil
 - 6.2. Replace Engine Coolant
 - 6.3. Replace accessory drive belt(s).
7. Every 150,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 7.1 Replace Front Wheel Bearings and grease seals, Lubricate and adjust bearings.

CNG Vehicle Component Maintenance Schedule

NOTE: The CNG fuel system requires this additional maintenance and all maintenance procedures found in the vehicle's owner manual should be followed.

Compress Natural Gas (CNG) cylinders are required by law to be visually inspected every 3 years or 36,000 miles, whichever occurs first. Cylinders must also be inspected after a motor vehicle accident or exposure to high heat temperatures, such as a vehicle fire. Inspector(s) shall be CNG tank certified.

8. Every 5,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 8.1 CNG Leak Check
9. Every 6,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 9.1 Cylinder gravel shields should be visually inspected.
 - 9.2 Replace Coalescent Filter.
 - 9.3 Drain High Pressure Filter.
10. Every 12,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.
 - 10.1 Replace High and Low Pressure Filter.
 - 10.2 Perform Visual Inspection of CNG hoses and tubing

VEHICLE MAINTENANCE SCHEDULE

10.3 Perform Visual Inspection of Stainless Steel Fittings.

10.4 Check PCM Scanner Data

11. Every 24,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.

11.1 Inspect Spark Plugs

12. Every 48,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.

12.1 Replace Spark Plugs.

13. Every 80,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.

13.1 Replace Oxygen Sensor

14. Every 100,000 miles add these services. Adjust, repair or replace as necessary and in accordance with the vehicle manufactures specifications.

14.1 Replace Ignition Coils.



EXHIBIT M

MANIFEST EXAMPLE

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**

6104
2008-06-13

Driver: [REDACTED]
Vehicle: 9002

6104
2008-06-13
6104
2008-06-13

First Transit DRIVER MANIFEST

	Clock-In	Gate Out	First PU	Lunch Start	Lunch End	Last DO	Gate In	Clock-Out	Total Hours
Driver Time:	0500	0515	0519	0955	1025	1350	1430	1440	
Veh 1 Miles:		60703	60705	60761	60764	60820	60825		Veh 1 Number
Veh 2 Miles:									Veh 2 Number

No. of Pax.		Cash Fare Received	Ticket Fare Received	Safety Message of the Day	
ADA Client	25	\$19.60	\$17	Stop at least 3 seconds at all stop signs. Look left, right, and left again.	
Companion		\$	\$	Count include o/s	
PCA	3	FREE	FREE		
Child < 5		FREE	FREE		
No Show	1				
SUB		\$	\$		
No Fare		FREE	FREE		
Total	29	\$1960	\$17	Driver Initial: SK	

I have read and understand today's Safety Message and will apply this to my driving behavior while on paid duty.

Driver Signature: [REDACTED]
Supervisor Signature: [REDACTED]
Supervisor Review: [REDACTED]

Gall/Miles: 1414-142.1
60822
244 gal.

Vault #: 75
W/C 5

Scheduled Time	Appt. Time	Actual Arrive	Actual Depart	Odometer Reading	Address	Comments	Client Name	Pass Type	Space Type	Pass Num	Fare Type	Fare Amount	Fare Collected
Route Begin 05:15					Route Begin								
Pickup 05:10					9547 DEERBROOK ST RANCHO CUCAMONGA Map Page:	G.S.	[REDACTED]	CLI AM Later Trips: 10:50 13:25	ACC	1	Route: 6145 Route: 6150	\$2.45	
Dropoff 05:32					125 W F ST ONTARIO AEGIS METHADON CLINIC Map Page:	G.S.	[REDACTED]						
Pickup 05:30					12202 VISTA CT CHINO Map Page:	G.S.	[REDACTED]	CLI AM Later Trips: 19:30	ACC	1	Route: 6195	\$2.45	



EXHIBIT N

CALTIP ACCIDENT REPORT

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**



REPORT NUMBER _____

- ✓ Type and Complete Section Items
- ☐ Witness Report: #1, #2, #3, #4, #11
 - ☐ Vehicle Accident: #1, #2, #3, #4, #5, #8, #10, #11
 - ☐ Pedestrian Accident: #1, #2, #3, #4, #5, #7, #11
 - ☐ Passenger Accident: #1, #2, #3, #5, #6, #8, #11
 - ☐ Fixed Object Accident: #1, #2, #3, #4, #11
 - ☐ Other Property Damage #1, #2, #3, #4
 - ☐ Incident Report: #1, #2, #3, & possible #4, #8

ACCIDENT/INCIDENT REPORT FORM

#1 TYPE OF OCCURRENCE (Circle One) Vehicle Collision Passenger Accident Object Accident Witness Report

OMNITRANS		Date of Occurrence		Time (Military)	
Full Name of Employee			Employee Number		Hire Date
Department/ Number			Drivers License Number		Expiration Date
Occurrence On (Street/ Roadway/Avenue, etc.)			At or Between		City
Vehicle Identification No.	Was Transit Vehicle Damaged? Yes No		Circle Division East West		Route No. Run No.
Direction (eastbound, etc.)		Weather Condition (Fog, etc.)		Condition of Roadway	
Bus On Time	Minutes Late	Number of Passengers		Number of Courtesy Cards Obtained	

#2 Brief Summary: _____

#3 Describe in Detail: _____

Action of Coach (Circle): Inservice or Deadheading?

Attach supplemental form if needed.

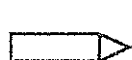
Date of Report

Employee Signature (Indicate Classification) Operator Student Other

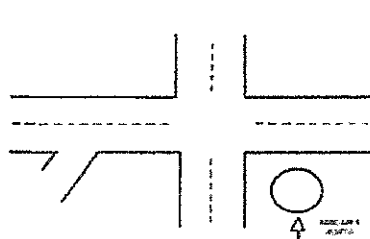
Date Report Turned In

Signature of Person Receiving Report

#4 **TRAFFIC DIAGRAM (IMPORTANT)** Draw complete diagram of where and how occurrence happened using symbols shown below. Show street names and indicate direction of travel of vehicles involved. Show points of contact on vehicles with a check (✓). Indicate path of vehicle(s) **BEFORE** collision with a solid line (____) and **AFTER** collision with a broken line (----).



Transit Vehicle Other Vehicle Pedestrian Stop Sign Traffic Signal Coach Stop Mark Damaged Area(s) of Vehicles or Location of Passenger(s) with an X



#4


POLICE AT SCENE OF OCCURRENCE		Report No.	City	Indicate Each Square With "Y"- Yes or "N"-No									
Yes	No			Ambulance Requested	Treated	Injured	Claimed	Apparent	Transported	Passenger	Pedestrian	Other Vehicle	Approximate Age
Field Supervisor Yes No		Field Supervisor's Name	Unit #										

#5

PERSONS INJURED OR PROPERTY INVOLVED				
Name	Address & Telephone	City	Zip	
1				
2				
3				
4				
5				
6				

WHERE TRANSPORTED:

#6

PASSENGER OCCURRENCE				#7	PEDESTRIAN OCCURRENCE	
Was Person	If a Fall, Give Location			Was Person In	Comments Explain:	
Boarding	Front Steps			Crosswalk		
Exiting	Front Platform			Loading Zone		
Onboard	Aisle Seat			Rear Doors		
At Front Door	Rear Platform			Jay Walker		
At Rear Door	Rear Steps			Direction		
Struck by Door	Wheelchair Lift			If Pedestrian not in crosswalk, how far from crosswalk feet.		
Did person contact transit vehicle in fall? Yes No						
Distance of transit vehicle steps from curb feet.						
Or fall was feet from transit vehicle.						

#8

Place an X at Location where passenger injured

#9

OTHER VEHICLE INFORMATION			
Registered Owner	Address	City/State/Zip	Telephone
Driver	Address	City/State/Zip	Telephone
Vehicle License No. & State	Driver's License No. & State	Type & Make of Vehicle	
No. of Persons in Vehicle	Damage to Vehicle or Property	Insurance Carrier & Policy No.	

#10

GAVE INSURANCE INFORMATION TO OTHER DRIVER YES NO
MUST BE FILLED OUT FOR ALL OCCURRENCES (PASSENGERS-TRAFFIC-PEDESTRIAN)

#11

MOTION OF TRANSIT VEHICLE: Check proper item				Bus was traveling M.P.H.		Was there any unusual motion of Transit vehicle? Yes No	
Stopped	Running			What is the Posted Speed Limit			
Starting	Straight						
Stopping	Curve						
Motion of Vehicles Involved:				Other Transit Vehicle	Other Vehicle		
Estimated Speed When Danger First Noticed				M.P.H.	M.P.H.		
Estimated Speed At Time of Occurrence				M.P.H.	M.P.H.		
Distance from vehicle When First Noticed?				Ft.	Ft.		
Distance Traveled After Occurrence				Ft.	Ft.		
If At Night, Were Street Lights On?				Type of Signal Given by Other Vehicle-			
If At Controlled Intersection, What Color Were Traffic Lights?				E/B	W/B	N/B	S/B
Describe Damage to Transit Vehicle							
Condition of Equipment - Circle Defective Items - Steps Floors Doors Seats Brakes Other							
Describe Defects -							
Were Defects Reported Prior to Occurrence? Yes No To Whom?							
Noted Defects on ODR/MDT? Yes No							



EXHIBIT O

CALTIP REPORTING MATRIX

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**



Cal Tip Reporting by Category

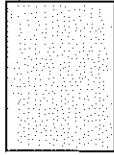
Immediate Emergency Response Required

Fatalities, Serious Injuries, Amputation, Loss of Eye Sight, Coma, Spinal Injuries, Multiple Claimants with Serious Injuries, Any Assault, Robbery, Internal Injuries, Head Trauma, Major Damage to High Value Commercial Vehicles, Buildings & Structures, Environmental Damage, High Impact Accidents; or in the exercise of good judgment an immediate response by an adjuster is critical to preserve crucial evidence.

Call These Numbers 1 → 2 → 3

First Try	If No Response-Back Up Contact	If No Response-Call These Last
Nick Keller – Work (310) 670-4296	Bob Lobato – Work (909) 266-8642	Robert Powers (805) 288-4301
Cell (310) 877-0763	Cell (949) 795-4728	Craig Schweikhard (805) 288-4302
Home (310) 568-9104	Home (951) 303-8519	Bragg Emergency (805) 288-4310

II.



Same Day Notification –Fax These Reports Christine Vega (Executive Office)

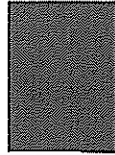
Potential of serious injury or property damage where liability is potentially adverse: *i.e.* Bone Fractures, Ambulance called to the scene, High Interest by Law Enforcement, Loss of Consciousness, and Accidents where claimants need immediate contact. Claims or potential claims where good judgment dictates an early investigation is warranted. Service of any Legal Process.

The paperwork on these matters should be **FAXED** to Gregory B. Bragg to the Attention of Robert Powers:

FAX (805) 981-9480. If consultation is required call:

Craig Schweikhard (805) 288-4302 or Nancy Fuller (805) 288-4305 or Robert Powers (805) 288-4301

III.

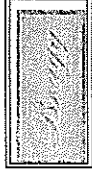


All Other Occurrence Forms, Receipt of Government Tort Claim Forms, Notice of Representation, Subrogation Demands, Routine Correspondence

These claims, documents etc should be sent through normal channels.

7/11/13

Important: The reporting of claims is driven by the *INJURY*, not liability. The central theme is to preserve crucial evidence.



Helpful Tips

- Remember that an injury to a person or damaged property is a heavy emotional experience. Make sure that you are calm and put the person at ease. Make them feel comfortable about talking to you. Do not accuse or sound like you are discounting their credibility. Be sympathetic without admitting any fault. Tell the parties' that the matter is being investigated and that an adjuster will contact them.
- If at all possible, obtain pictures of the scene and vehicles. Take photos even if you are uncertain of the mechanics of the accident. Take pictures even if there appears to be *no damage*. Record the date and person taking the pictures. 35 mm photographs are preferred.
- If the incident or accident involves construction, unusual road conditions, suspected drug or alcohol use, gather as much information as possible. Again, photos of the scene are invaluable to an investigation.
- Take the time to do a thorough report, as it will save time and money. Call Gregory B. Bragg & Associates if you need help.



EXHIBIT P-1

EAST VALLEY MONTHLY REPORTS

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

MONTHLY CLAIM FOR REIMBURSEMENT

Exhibit P1 EV Report.

	Jul-15	YEAR-TO-DATE
FIXED EXPENSES <i>(Paid in 12 monthly payments)</i>	\$125,000.00	\$125,000.00
BASE COSTS		
EV Access Revenue Service Hours	8,000.00	8,000.00
WV Access Revenue Service Hours	6,000.00	6,000.00
OmniGo Services	2,300.00	2,300.00
Express Services	500.00	500.00
Charter Service Hours	0.00	0.00
TOTAL CONTRACT REVENUE SERVICE HOURS	16,800.00	16,800.00
Base Rate \$35.00		
TOTAL BASE COSTS	\$588,000.00	588,000.00
CONTRACTOR'S CLAIM	\$713,000.00	713,000.00

4-Aug-15	<i>BM Signature</i>
Date	Signature

FOR OMNITRANS USE ONLY

<u>INCENTIVES</u>	Jul-15	YEAR-TO-DATE
Access Productivity	3.15	
Access On-Time	90.36%	
INCENTIVE	\$0.00	0.00

QTRLY ACCIDENT RATIO (<0.8)

INCENTIVE

Average Telephone Hold Time (<= 2 minutes)	1:41	
Lost/Dropped/Abandoned Calls (<= 6%)	5.81%	
Busy Rate (<= 10%)	0%	
INCENTIVE	\$5,000.00	5,000.00
TOTAL INCENTIVES EARNED:	\$5,000.00	5,000.00

PENALTIES

Access Productivity	3.15	
Access On-Time	90.36%	
PENALTY	\$0.00	0.00
Access Trips Late 60 to 89 Minutes	1	

PENALTY	(\$150.00)	(150.00)
Access Trips Late 90 to 119 Minutes	0	
PENALTY	\$0.00	0.00
Access Trips Late 120 Minutes or More (>0)	0	
PENALTY	\$0.00	0.00
Route 20 Schedule Adherence	90.00%	
PENALTY	\$0.00	0.00
Route 20 Missed Trips (>4)	1	
PENALTY	\$0.00	0.00
Route 29 Schedule Adherence	90.00%	
PENALTY	\$0.00	0.00
Route 29 Missed Trips (>4)	0	
PENALTY	\$0.00	0.00
Route 308 OMNIGO Schedule Adherence	90.00%	
PENALTY	\$0.00	0.00
Route 308 OMNIGO Missed Trips (>4)	2	
PENALTY	\$0.00	0.00
Route 309 OMNIGO Schedule Adherence	90.00%	
PENALTY	\$0.00	0.00
Route 309 OMNIGO Missed Trips (>4)	2	
PENALTY	\$0.00	0.00
Route 310 OMNIGO Schedule Adherence	90.00%	
PENALTY	\$0.00	0.00
Route 310 OMNIGO Missed Trips (>4)	2	
PENALTY	\$0.00	0.00
Route 325 OMNIGO Schedule Adherence	90.00%	
PENALTY	\$0.00	0.00
Route 325 OMNIGO Missed Trips (>4)	1	
PENALTY	\$0.00	0.00
365 OMNIGO Schedule Adherence	90.00%	
PENALTY	\$0.00	0.00
365 OMNIGO Missed Trips (>4)	1	
PENALTY	\$0.00	0.00
Express Schedule Adherence	90.00%	
PENALTY	\$0.00	0.00
Express Missed Trips (>4)	1	
PENALTY	\$0.00	0.00

QTRLY DEMAND RESPONSE ACCIDENT RATIO

PENALTY		
Average Telephone Hold Time (> 2 minutes)	1:41	
Lost/Dropped/Abandoned Calls (> 6%)	5.81%	
Busy Rate (> 10%)	0.00%	
PENALTY	\$0.00	0.00
Late Accident/Incident Reporting	0	

PENALTY	\$0.00	
Late Complaint Resolution	0	
PENALTY	\$0.00	
TOTAL PENALTIES LEVIED:	(\$150.00)	(150.00)
TOTAL INCENTIVES/PENALTIES:	\$4,850.00	4,850.00
Adjustment(s)	\$0.00	0.00
TOTAL AMOUNT DUE CONTRACTOR	\$717,850.00	717,850.00

6-Aug-15	<i>Frank Quass</i>	
Date	Signature	
PO 4500012345	Access	\$599,016.67
	OmniGo	\$97,613.10
	Express	\$21,220.24
	SUBTOTAL	\$717,850.00
	Less EVAccess Fares	10,000.00
	Less WVAccess Fare:	6,000.00

line 1 2110.50822	Net Access	\$583,016.67
line 2 2200.50822	Net OmniGo	\$97,613.10
line 3 2400.50822	Net Express	\$21,220.24
	AMT DUE CONTRACTOR	\$701,850.00

Penalties/Incentives	
Access	(\$150.00)
Rte 20 OmniGo	\$0.00
Rte 29 OmniGo	\$0.00
Rte308 OmniGo	\$0.00
Rte 309 OmniGo	\$0.00
Rte 310 OmniGo	\$0.00
Rte 325 OmniGo	\$0.00
Rte 365 OmniGo	\$0.00
Express	\$0.00

Exhibit P1 EV Report.

1. REVENUE VEHICLE MAINTENANCE AND ENERGY FORM (402)

ITEM	AMOUNTS	List Reasons for Service Interruptions:
Number of revenue service interruptions		
01. Mechanical reasons		
02. Other reasons		
03. Total revenue service interruptions	0	
04. Total labor hours for inspection and maintenance		
Number of maintenance facilities		
Number of general purpose facilities		
05. Serving under 200 vehicles	1	
06. Serving 200-300 vehicles		
07. Serving more than 300 vehicles		
08. Number of heavy maintenance facilities		
09. Total maintenance facilities	1	
Energy Consumption		
10. Kilowatt hours of propulsion power		
11. Gallons of diesel fuel		
12. Gallons of gasoline		
13. Gallons of LPG		
14. Gallons of LNG		
15. Gallons of methanol		
16. Gallons of ethanol		
17. Gallons of CNG		
18. Gallons of bunker fuel		
19. Gallons of kerosene		
20. Gallons of grain additive fuel		
21. Other fuel		

2. TRANSIT AGENCY EMPLOYEE FORM (404)

LABOR CLASSIFICATION	ACTUAL PERSON COUNT		
	EMPLOYEE	# F/T	# P/T
	WORK HOURS	EMPLOYEE	EMPLOYEES
501. Labor			
1. 010 Trans. admin. & support			
2. 030 Revenue veh operation			
3. 151 Ticketing/fare collection			
4. 161 System security			
5. 010 Total Vehicle operations	0.00	0	0.0
6. 041 Vehicle maintenance			
7. 042 Non-vehicle maintenance			
8. 160 General administration			
9. Total system operating labor	0.00	0	0.0
10. Total system capital labor	0.00	0	0.0
11. Total system	0.00	0	0.0

PARATRANSIT MONTHLY OPERATING PERFORMANCE

1. RIDERSHIP CHARACTERISTICS

PASSENGERS

1. Regular
2. Companion
3. Senior
4. Nutrition
5. Disabled
6. ADA Certified
7. Subscription
8. W/C (included in #s 5 & 7above)
9. (Future Use)
10. Attendants (Free)
11. Children 46" and Under (Free)
Total Non-Rev Passengers
Total Revenue Passengers
TOTAL PASSENGERS

EV ACCESS	
	TOTAL
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0

2. SERVICE CHARACTERISTICS

Number of Revenue Hours
Number of Non-Revenue Hours
Total Hours

0.00	0.00
0.00	0.00
0.00	0.00

Number of Revenue Miles
Number of Non-Revenue Miles
Total Miles

0	0
0	0
0	0

3. REVENUE SUMMARY

Cash Fares

\$0.00	\$0.00
--------	--------

Prepaid

Of Single Ride Tickets
Non-Sub Rides w/Sub Pass (N/I #7)

0	0
	0

Exhibit P1 EV Report.
DAILY CORE RIDERSHIP INFORMATION

DATE	REG	COMP	SIR	NUTR	DISA	ADA	SUBSC	PD TR	TOTAL REV PSG	FREE ATTD	CHILD	TOTAL NR PSG	TOTAL PSG	RHOURS	NRHOURS	TOTAL HOURS	RMILES	NRMILES	TOTAL MILES	CASH	TICKETS
1-Jul-14									0			0	0			0.00			0		
2-Jul-14									0			0	0			0.00			0		
3-Jul-14									0			0	0			0.00			0		
4-Jul-14									0			0	0			0.00			0		
5-Jul-14									0			0	0			0.00			0		
6-Jul-14									0			0	0			0.00			0		
7-Jul-14									0			0	0			0.00			0		
8-Jul-14									0			0	0			0.00			0		
9-Jul-14									0			0	0			0.00			0		
10-Jul-14									0			0	0			0.00			0		
11-Jul-14									0			0	0			0.00			0		
12-Jul-14									0			0	0			0.00			0		
13-Jul-14									0			0	0			0.00			0		
14-Jul-14									0			0	0			0.00			0		
15-Jul-14									0			0	0			0.00			0		
16-Jul-14									0			0	0			0.00			0		
17-Jul-14									0			0	0			0.00			0		
18-Jul-14									0			0	0			0.00			0		
19-Jul-14									0			0	0			0.00			0		
20-Jul-14									0			0	0			0.00			0		
21-Jul-14									0			0	0			0.00			0		
22-Jul-14									0			0	0			0.00			0		
23-Jul-14									0			0	0			0.00			0		
24-Jul-14									0			0	0			0.00			0		
25-Jul-14									0			0	0			0.00			0		
26-Jul-14									0			0	0			0.00			0		
27-Jul-14									0			0	0			0.00			0		
28-Jul-14									0			0	0			0.00			0		
29-Jul-14									0			0	0			0.00			0		
30-Jul-14									0			0	0			0.00			0		
31-Jul-14									0			0	0			0.00			0		
TOTALS JULY '13	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0	0	0	\$0.00	0

Exhibit P1 EV Report.

TRIP DESTINATION	TRIP STATUS
TOTAL CALLS BOOKED	
CX	
TOTAL CALLS ATTEMPTED	
TCOT	
OTNS	
TCL	
TCTML	
TCOHL	
TCNML	
TCTHL	
LNS	
TMLNS	
OHLNS	
NMLNS	
THLNS	
ON TIME %	#DIV/0!
CX %	#DIV/0!
NS %	#DIV/0!



EXHIBIT P-2

WEST VALLEY MONTHLY REPORTS

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

Exhibit P2 WV Report.

PARATRANSIT MONTHLY OPERATING PERFORMANCE

1. RIDERSHIP CHARACTERISTICS

PASSENGERS

1. Regular
2. Companion
3. Senior
4. Nutrition
5. Disabled
6. ADA Certified
7. Subscription
8. W/C (included in #s 5 & 7above)
9. (Future Use)
10. Attendants (Free)
11. Children 46" and Under (Free)
Total Non-Rev Passengers
Total Revenue Passengers
TOTAL PASSENGERS

WEST VALLEY ACCESS	
	TOTAL
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0

2. SERVICE CHARACTERISTICS

Number of Revenue Hours
Number of Non-Revenue Hours
Total Hours

0.00	0.00
0.00	0.00
0.00	0.00

Number of Revenue Miles
Number of Non-Revenue Miles
Total Miles

0	0
0	0
0	0

3. REVENUE SUMMARY

Cash Fares

\$0.00	\$0.00
--------	--------

Prepaid

Of Single Ride Tickets

0	0
---	---

Exhibit P2 WV Report.

1. REVENUE VEHICLE MAINTENANCE AND ENERGY FORM (402)

ITEM	AMOUNTS	List Reasons for Service Interruptions:
Number of revenue service interruptions		
01. Mechanical reasons	0	
02. Other reasons		
03. Total revenue service interruptions	0	
04. Total labor hours for inspection and maintenance		
Number of maintenance facilities		
Number of general purpose facilities		
05. Serving under 200 vehicles	1	
06. Serving 200-300 vehicles		
07. Serving more than 300 vehicles		
08. Number of heavy maintenance facilities		
09. Total maintenance facilities	1	
Energy Consumption		
10. Kilowatt hours of propulsion power		
11. Gallons of diesel fuel		
12. Gallons of gasoline		
13. Gallons of LPG		
14. Gallons of LNG		
15. Gallons of methanol		
16. Gallons of ethanol		
17. Gallons of CNG		
18. Gallons of bunker fuel		
19. Gallons of kerosene		
20. Gallons of grain additive fuel		
21. Other fuel		

2. TRANSIT AGENCY EMPLOYEE FORM (404)

LABOR CLASSIFICATION	ACTUAL PERSON COUNT		
	EMPLOYEE WORK HOURS	# F/T EMPLOYEES	# P/T EMPLOYEES
501. Labor			
1. 010 Trans. admin. & support			
2. 030 Revenue veh operation			
3. 151 Ticketing/fare collection			
4. 161 System security			
5. 010 Total Vehicle operations	0.00	0	0.0
6. 041 Vehicle maintenance			
7. 042 Non-vehicle maintenance			
8. 160 General administration			
9. Total system operating labor	0.00	0	0.0
10. Total system capital labor	0.00	0	0.0
11. Total system	0.00	0	0.0

DAILY CORE RIDERSHIP INFORMATION

DATE	REG	COMP	SIR	NUTR	DISA	ADA	SUBSC	PD TR	TOTAL REV PSG	FREE ATTO	CHILD	TOTAL NR PSG	TOTAL PSG	RHOURS	NRHOURS	TOTAL HOURS	RMILES	NRMILES	TOTAL MILES	CASH	TICKETS
1-Sep-13									0			0	0			0.00			0		
2-Sep-13									0			0	0			0.00			0		
3-Sep-13									0			0	0			0.00			0		
4-Sep-13									0			0	0			0.00			0		
5-Sep-13									0			0	0			0.00			0		
6-Sep-13									0			0	0			0.00			0		
7-Sep-13									0			0	0			0.00			0		
8-Sep-13									0			0	0			0.00			0		
9-Sep-13									0			0	0			0.00			0		
10-Sep-13									0			0	0			0.00			0		
11-Sep-13									0			0	0			0.00			0		
12-Sep-13									0			0	0			0.00			0		
13-Sep-13									0			0	0			0.00			0		
14-Sep-13									0			0	0			0.00			0		
15-Sep-13									0			0	0			0.00			0		
16-Sep-13									0			0	0			0.00			0		
17-Sep-13									0			0	0			0.00			0		
18-Sep-13									0			0	0			0.00			0		
19-Sep-13									0			0	0			0.00			0		
20-Sep-13									0			0	0			0.00			0		
21-Sep-13									0			0	0			0.00			0		
22-Sep-13									0			0	0			0.00			0		
23-Sep-13									0			0	0			0.00			0		
24-Sep-13									0			0	0			0.00			0		
25-Sep-13									0			0	0			0.00			0		
26-Sep-13									0			0	0			0.00			0		
27-Sep-13									0			0	0			0.00			0		
28-Sep-13									0			0	0			0.00			0		
29-Sep-13									0			0	0			0.00			0		
30-Sep-13									0			0	0			0.00			0		
TOTALS SEPTEMBER '13	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0	0	0	\$0.00	0

Exhibit P2 WV Report.

[illegible]

INSTRUCTIONS - SERVICE REQUEST TURNDOWNS - Record ALL service requests not accommodated at the DATE and TIME requested.

1. Enter EVA, WVA, YUC or CHIL
2. Enter January 07, 1998 as 01/07/98
3. Enter 7:00 a.m. as 07:00 and 3:00 p.m. as 15:00
4. Enter Last Name, First Name
5. Enter complete pick up address
6. Enter complete drop address
7. Enter: NO AVAILABILITY, NOT IN SERVICE AREA, CALL REC'D AFTER HOURS, CALLER NOT ELIGIBLE, SAME-DAY REQUEST or OTHER
8. Enter YES or NO
9. Enter DATE and TIME of Rescheduled pick up - Example: 03/02/98 16:00
10. Enter Last Four Certification Numbers



EXHIBIT P-3

FIXED ROUTE MONTHLY REPORTS

OPS15-02
**PURCHASED TRANSPORTATION
SERVICES**

Exhibit P3 Fixed Route Report.

PURCHASED FIXED ROUTE MONTHLY OPERATING PERFORMANCE

1. RIDERSHIP CHARACTERISTICS

PASSENGERS

1. Regular
3. Senior
5. Disabled
8. W/C (included in #5 & #7 above)
9. FR Day Pass Coupons Issued
10. Attendants (Free)
11. Children 46" and Under (Free)
Total Non-Rev Passengers
Total Revenue Passengers
TOTAL PASSENGERS

OmniGo Fixed Route							
308	309	310	320	325	329	365	TOTALS
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0

2. SERVICE CHARACTERISTICS

Number of Revenue Hours
Number of Non-Revenue Hours
Total Hours

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Number of Revenue Miles
Number of Non-Revenue Miles
Total Miles

0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0

3. REVENUE SUMMARY

Cash Fares
Prepaid
Of Single Ride Tickets

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	0	0	0	0	0	0	0

Exhibit P3 Fixed Route Report.

1. REVENUE VEHICLE MAINTENANCE AND ENERGY FORM (402)

ITEM	AMOUNTS	
Number of revenue service interruptions		<u>List Reasons for Service Interruptions:</u>
01. Mechanical reasons	0	
02. Other reasons	0	
03. Total revenue service interruptions	0	
04. Total labor hours for inspection and maintenance		
Number of maintenance facilities		
Number of general purpose facilities		
05. Serving under 200 vehicles	1	
06. Serving 200-300 vehicles		
07. Serving more than 300 vehicles		
08. Number of heavy maintenance facilities		
09. Total maintenance facilities	1	
Energy Consumption		
10. Kilowatt hours of propulsion power		
11. Gallons of diesel fuel		
12. Gallons of gasoline		
13. Gallons of LPG		
14. Gallons of LNG		
15. Gallons of methanol		
16. Gallons of ethanol		
17. Gallons of CNG		
18. Gallons of bunker fuel		
19. Gallons of kerosene		
20. Gallons of grain additive fuel		
21. Other fuel		

2. TRANSIT AGENCY EMPLOYEE FORM (404)

LABOR CLASSIFICATION	ACTUAL PERSON COUNT		
	EMPLOYEE WORK HOURS	# F/T EMPLOYEES	# P/T EMPLOYEES
501. Labor			
1. 010 Trans. admin. & support			
2. 030 Revenue veh operation			
3. 151 Ticketing/fare collection			
4. 161 System security			
5. 010 Total Vehicle operations	0.00	0	0.0
6. 041 Vehicle maintenance			
7. 042 Non-vehicle maintenance			
8. 160 General administration			
9. Total system operating labor	0.00	0	0.0
10. Total system capital labor	0.00	0	0.0
11. Total system	0.00	0	0.0

OMNIGO ROUTE 308
DAILY RIDERSHIP INFORMATION

DATE	REG	S/R	DISA	TOTAL		FREE		TOTAL NR PSG	TOTAL PSG	RHOURS	NRHOURS	TOTAL		RMILES	NRMILES	TOTAL MILES	CASH	TICKETS
				REV PSG	PSG	ATTD	CHILD					HOURS	NRHOURS					
1-Jul-15				0	0			0	0			0.00				0		
2-Jul-15				0	0			0	0			0.00				0		
3-Jul-15				0	0			0	0			0.00				0		
4-Jul-15				0	0			0	0			0.00				0		
5-Jul-15				0	0			0	0			0.00				0		
6-Jul-15				0	0			0	0			0.00				0		
7-Jul-15				0	0			0	0			0.00				0		
8-Jul-15				0	0			0	0			0.00				0		
9-Jul-15				0	0			0	0			0.00				0		
10-Jul-15				0	0			0	0			0.00				0		
11-Jul-15				0	0			0	0			0.00				0		
12-Jul-15				0	0			0	0			0.00				0		
13-Jul-15				0	0			0	0			0.00				0		
14-Jul-15				0	0			0	0			0.00				0		
15-Jul-15				0	0			0	0			0.00				0		
16-Jul-15				0	0			0	0			0.00				0		
17-Jul-15				0	0			0	0			0.00				0		
18-Jul-15				0	0			0	0			0.00				0		
19-Jul-15				0	0			0	0			0.00				0		
20-Jul-15				0	0			0	0			0.00				0		
21-Jul-15				0	0			0	0			0.00				0		
22-Jul-15				0	0			0	0			0.00				0		
23-Jul-15				0	0			0	0			0.00				0		
24-Jul-15				0	0			0	0			0.00				0		
25-Jul-15				0	0			0	0			0.00				0		
26-Jul-15				0	0			0	0			0.00				0		
27-Jul-15				0	0			0	0			0.00				0		
28-Jul-15				0	0			0	0			0.00				0		
29-Jul-15				0	0			0	0			0.00				0		
30-Jul-15				0	0			0	0			0.00				0		
31-Jul-15				0	0			0	0			0.00				0		
TOTALS JULY '13	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00		0	0	0	\$0.00	0

Exhibit P3 Fixed Route Report.

[illegible]

INSTRUCTIONS - SERVICE REQUEST TURNDOWNS - Record ALL service requests not accommodated at the DATE and TIME requested.

1. Enter EVA, WVA or YDAR
2. Enter January 07, 1998 as 01/07/98
3. Enter 7:00 a.m. as 07:00 and 3:00 p.m. as 15:00
4. Enter Last Name, First Name
5. Enter complete pick up address
6. Enter complete drop address
7. Enter: NO AVAILABILITY, NOT IN SERVICE AREA, CALL REC'D AFTER HOURS, CALLER NOT ELIGIBLE, SAME-DAY REQUEST or OTHER
8. Enter YES or NO
9. Enter DATE and TIME of Rescheduled pick up - Example: 03/02/98 16:00
10. Enter Last Four Certification Numbers



EXHIBIT P-4

SAMPLE VEHICLE REPORT

OPS15-02

**PURCHASED TRANSPORTATION
SERVICES**

Exhibit P4 Example Vehicle Report.

Fuel Drops	8/1/2014	5252
	8/6/2014	5153
	8/11/2014	5211
	8/16/2014	5311
	8/20/2014	5302
	8/26/2014	5349
	8/29/2014	5113

Total fuel dropped	36691	
carry over last month	5860	
carry over gallons to next month	-5426	Per Veeder-root(?) on site
Total delivered fuel consumed	37125	

delivered fuel used	37125	
fuel use reported	37,122.20	per fleetwatch
	2.80	error difference

Field Supervisor Cars		
FT 5569 San Bernardino		
(two units)	Total gallons reported	165.4
(one Shop Truck)	Total gallons reported	21.9
Omnitrans Utility Vehicles		2955.3
Access Service Vehicles	Total gallons reported	29,366.80
Omnigo Vehicles	Total gallons reported	4612.80
Training Vehicles	Total Gallons Reported	0.00
East Valley Location Grand Total Fuel Reported		37,122.20

POMA

Fuel Purchased	23,282.84	
Fuel Use Reported	23,282.87	
	-0.03	error difference

Field Supervisor Cars		
FT 5569 Rancho Cucamonga		
(two units)	Total gallons reported	145.35
(one Shop Truck)	Total gallons reported	73.84
Access Service Vehicles	Total gallons reported	20,221.60
OmniGo Vehicles	Total gallons reported	2,842.08
Training Vehicles	Total Gallons Reported	0.00

West Valley Grand Total Fuel Reported 23,282.87

Grand Total fuel reported 60,405.07

NUMBER	YEAR/MAKE/MODEL	TYPE	AMB_CAP	WC_CAP	LIC_NO	VIN_NO	MLS_SOM	MLS_LEOM	MONTHLY		YEARLY	
									TOTAL	MLS1	MLS_STFY	TOTAL_MLS2
968	2007 Aerotech	van	16	4	1299146	1FDFE4S509DA41050	85,293	88,665	3,372	81,563	7,102	532.50
969	2007 Aerotech	van	16	4	1299244	1FDFE4S529DA41051	81,205	84,295	3,090	78,246	6,049	475.60
970	2007 Aerotech	van	16	4	1299245	1FDFE4S549DA41052	86,582	89,845	3,263	83,117	6,728	497.50
971	2007 Aerotech	van	16	4	1299246	1FDFE4S569DA41053	67,834	71,711	3,877	67,121	4,590	437.60
972	2007 Aerotech	van	16	4	1337796	1FDFE4S589DA41054	78,780	81,568	2,788	75,550	6,018	472.40
973	2007 Aerotech	van	16	4	1337797	1FDFE4S5X9DA41055	78,226	81,900	3,674	74,232	7,668	
974	2007 Aerotech	van	16	4	1337798	1FDFE4S519DA41056	76,895	79,879	2,984	72,903	6,976	
975	2007 Aerotech	van	16	4	1337809	1FDFE4S59DA41057	62,606	65,033	2,427	61,671	3,362	
976	2007 Aerotech	van	16	4	1337800	1FDFE4S59DA41058	78,544	81,621	3,077	74,966	6,655	
977	2007 Aerotech	van	16	4	1337799	1FDFE4S59DA41059	67,837	72,336	4,499	67,049	5,287	780.00
978	2007 Aerotech	van	16	4	1337801	1FDFE4S569DA2309	81,859	84,511	2,652	78,955	5,556	481.30
979	2007 Aerotech	van	16	4	1340161	1FDFE4S529DA92310	84,399	86,498	2,099	81,414	5,084	382.70
980	2007 Aerotech	van	16	4	1337813	1FDFE4S549DA92311	65,922	67,254	1,332	64,000	3,254	321.00
981	2007 Aerotech	van	16	4	1340162	1FDFE4S569DA92312	78,119	81,299	3,180	74,867	6,432	582.80
983	2012 Ford ENC STARCRAFT	van	18	4	1397196	1FDFE4FS0DDA72788	33,232	37,198	3,966	29,071	8,127	575.90
984	2012 Ford ENC STARCRAFT	van	18	4	1397197	1FDFE4FS1DDA62870	33,116	37,050	3,934	29,648	7,402	629.50
985	2012 Ford ENC STARCRAFT	van	18	4	1397188	1FDFE4FS3DDA62868	32,724	36,506	3,782	28,989	7,517	457.30
986	2012 Ford ENC STARCRAFT	van	18	4	1397194	1FDFE4FS3DDA62871	32,137	35,755	3,618	28,411	7,344	532.80
987	2012 Ford ENC STARCRAFT	van	18	4	1397198	1FDFE4FS4DDA62863	29,813	32,809	2,996	26,488	6,321	457.50
988	2012 Ford ENC STARCRAFT	van	18	4	1397190	1FDFE4FS2DDA62862	32,139	35,824	3,685	28,432	7,392	533.20
989	2012 Ford ENC STARCRAFT	van	18	4	1397199	1FDFE4FS8DDA62865	34,354	37,769	3,415	31,081	6,688	444.80
990	2012 Ford ENC STARCRAFT	van	18	4	1397195	1FDFE4FS5DDA62869	34,884	37,699	3,015	31,214	6,485	621.50
991	2012 Ford ENC STARCRAFT	van	18	4	1397200	1FDFE4FS9DDA62857	32,502	35,871	3,369	28,825	7,046	596.60
992	2012 Ford ENC STARCRAFT	van	18	4	1397189	1FDFE4FS2DDA62859	34,234	37,726	3,492	30,841	6,885	577.40
993	2012 Ford ENC STARCRAFT	van	18	4	1397191	1FDFE4FS0DDA62858	29,499	32,030	2,531	26,944	5,086	
994	2012 Ford ENC STARCRAFT	van	18	4	1309711	1FDFE4FS6DDA62864	33,422	36,661	3,239	30,336	6,325	
995	2012 Ford ENC STARCRAFT	van	18	4	1309611	1FDFE4FS9DDA62860	39,389	42,161	2,772	36,766	5,395	
996	2012 Ford ENC STARCRAFT	van	18	4	1309511	1FDFE4FSXDDA62866	27,933	31,320	3,387	26,383	4,937	
997	2012 Ford ENC STARCRAFT	van	18	4	1309211	1FDFE4FS0DDA62861	29,446	32,202	2,756	26,936	5,266	27.50



EXHIBIT Q

COMMON ABBREVIATIONS

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

COMMON ABBREVIATIONS

ADA: Americans with Disabilities Act.
BTW: Behind The Wheel.
CalTIP: California Transportation Insurance Pool.
CFR: Code of Federal Regulations.
CHP: California Highway Patrol.
CNG: Compressed Natural Gas
COOP: Continuity Of Operations Plan.
CPR: Cardiopulmonary Resuscitation
DAMIS: Drug and Alcohol Management Information System.
DBE: Disadvantaged Business Enterprise.
DMV: Department of Motor Vehicles.
DOT: Department of Transportation.
EOP: Emergency Operations Plan.
FLSA: Fair Labor Standards Act.
FMLA: Family and Medical Leave Act.
FTA: Federal Transportation Administration.
IIPP: Injury and Illness Prevention Program.
IRC: Inland Regional Center.
IVR: Interactive Voice Recognition.
MDT: Mobile Data Terminal.
OSHA: Occupational Safety and Health Administration.
OTP: On Time Performance.
PASS: Paratransit Automated Scheduling System.
PMI: Preventative Maintenance Inspection.
PUC: Public Utilities Commission.
SDS: Safety Data Sheet.
SIR: Self-Insured Retention.
SRC: Safety and Regulatory Compliance.
TPA: Third Party Administrator.
TSI: Transportation Safety Institute.
WAN: Wide Area Network.



EXHIBIT R

LOST & FOUND PRODECURES

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

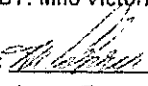


EFFECTIVE DATE: May 1, 2012
REVISION DATE: February 12, 2013
PAGE 1 OF 7

SUBJECT

LOST AND FOUND, UNCLAIMED PROPERTY, CLAIMED
PROPERTY

PREPARED BY :Marketing Department
APPROVED BY: Milo Victoria, CEO/GM

SIGNATURE: 

DATED: 2-14-13

I. Purpose

The purpose of this SOP is to outline the necessary procedures for lost and found services, with the objectives of: 1) reuniting any lost article with its rightful owner; and 2) ensuring compliance with state requirements for final disposition of any unclaimed property.

II. Application

This SOP applies to all Omnitrans employees, contractors, and vendors.

III. Procedure

Lost and Found Articles:

Omnitrans employees are required to turn in all articles found while on duty per the following procedures outlined in this document.

Omnitrans will attempt to return lost articles to owners. Articles not claimed will be disposed, auctioned, or donated to a local charity. Unclaimed cash will be turned into Finance.

Lost and found articles cannot be claimed by the finder (employee, contractor, vendor, etc.). California Civil Code Section 2080.6 prohibits the giving of unclaimed property or cash to employees of a public agency.

Item Turn In:

- Coach operators shall turn in found articles to the on-duty Dispatcher who will verify, receive, log, store, and secure the articles until they are picked up by the Receptionist in EV and Administrative Clerk in WV the next business day.
- Maintenance employees shall turn in articles found on board while servicing vehicles to the on-duty Maintenance Supervisor, who will verify, receive, log, and store until picked up by the Receptionist in EV and Administrative Clerk in WV the next business day.
- Other employees and/or vendors who find articles on agency property shall turn them in during normal office hours to Receptionist in East Valley (EV) and Administrative Clerk in West Valley (WV). There the article will be verified, tagged, logged and securely stored. Outside of normal office hours, articles may be turned into the on-duty Dispatcher or Maintenance Supervisor.

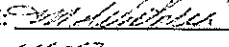


EFFECTIVE DATE: May 1, 2012
REVISION DATE: February 12, 2013
PAGE 2 OF 7

SUBJECT

LOST AND FOUND, UNCLAIMED PROPERTY, CLAIMED
PROPERTY

PREPARED BY :Marketing Department
APPROVED BY: Milo Victoria, CEO/GM

SIGNATURE: 
DATED: 2-14-13

Items Requiring Special Handling:

- Cash is to be counted in front of the finder and the receiver and both are to sign off on the "Found" tag (Attachment A) with the correct amount then secured until the next business day.
- Articles of value (i.e. credit cards, jewelry, etc.) shall be properly logged by the finder and receiver and then secured by the receiver.
- Guns, knives, and other potential weapons or hazardous items will be received, logged and turned over to the Safety & Regulatory Compliance Director or their designee in EV and to the Transportation Manager or their designee in WV, who will securely store until retrieved by the Safety & Regulatory Compliance Director or their designee.
- EV bicycles and other oversized items will be stored at Shipping/Receiving and logged and signed off by the finder and receiver. *Note: Please do not bring bikes to the dispatch window.* Bicycles turned into WV will be secured by chain on the bike rack next to the security office.
- Drugs/Medication: Illegal drugs will be received, logged and turned over to the Safety & Regulatory Compliance Director or their designee, in EV and to the Transportation Manager or their designee, in WV who will securely store until retrieved by the Safety & Regulatory Compliance Director or their designee; they will then be forwarded to the local police department. Prescription medications, vitamins, etc. are handled as a standard lost article.

Logging Procedures:

- Each article shall be tagged with an Omnitrans "Found" tag and *completed by the finder* with the following information (Attachment A):
 - Division: EV or WV
 - Date
 - Finder/Employee: Name of original finder of the lost article
 - Employee #
 - Location Found
 - Route/Run
 - Time Found
 - Coach #
 - Detailed Description

For Electronic Devices, provide the following information:

- Description
- Model/Brand
- Serial#
- Color
- Condition

For Cash, provide the total amount of Cash Found

Signatures Required

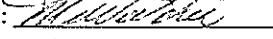


EFFECTIVE DATE: May 1, 2012
REVISION DATE: February 12, 2013
PAGE 3 OF 7

SUBJECT

LOST AND FOUND, UNCLAIMED PROPERTY, CLAIMED
PROPERTY

PREPARED BY :Marketing Department
APPROVED BY: Milo Victoria, CEO/GM

SIGNATURE: 
DATED: 2-10-13

- Finder's Signature: Signature of the original finder of the lost article
- Receiver's Signature: Signature of the person whom the lost article was turned into for safekeeping
- Maintenance Signature: Required any time the lost article is turned into Maintenance.
- Marketing Signature: Required when the lost article is picked up by Marketing for processing.
- Secured By: The person who secured the lost article prior to Marketing pick-up. (*Ex: Dispatch or Maintenance*)
- Secured Where: Location of where the lost articles are secured prior to Marketing pick-up.

Collection of Items:

- Each business day morning a Receptionist in EV and Administrative Clerk in WV or designees will retrieve lost articles.
- The person picking up the lost articles will verify that each tag matches the article, and then will initial the "Dispatch/Maintenance Lost & Found Log" sheet at EV(see attachment C) and the "Lost Article Claim Sheet" at WV to indicate the article has been collected. If an article that had been logged is missing, or there is a discrepancy between the articles itself and the description on the Found Tag and/or the Log, the Safety & Regulatory Compliance Director or their designee shall be contacted and an investigation may be initiated.
- Once lost articles are properly logged and received by both the finder and receiver, they are to be stored securely in locked cabinets.
- At the time of pickup, the Lost Article Log/Claim Sheet (Attachment B) is completed by and housed with the EV Receptionist and Administrative Clerk in WV.
- Articles will be moved to the Reception area storage closet in EV and Administrative storage area in WV. Note: *bicycles and oversized items shall remain in shipping/receiving in EV*. Bicycles turned into WV will be secured by chain on the bike rack next to the security office.
- All cash shall be secured by the Receptionist in EV and Administrative Clerk in WV. During the appropriate waiting period, cash is monitored by the EV Sales Supervisor, and the WV Transportation Manager/Assistant Transportation Manager. After the appropriate waiting period, (under \$100 ten day waiting period, over \$100 ninety day waiting period) cash not claimed by the customer, shall be turned over to the Director of Finance in EV or their designee and to the Transportation Manager or their designee in WV, who will then turn it over to the Director of Finance in EV or their designee. This shall be noted on the Lost Article Claim Sheet.

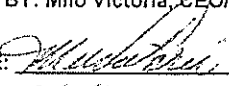


EFFECTIVE DATE: May 1, 2012
REVISION DATE: February 12, 2013
PAGE 4 OF 7

SUBJECT

**LOST AND FOUND, UNCLAIMED PROPERTY, CLAIMED
PROPERTY**

PREPARED BY :Marketing Department
APPROVED BY: Milo Victoria, CEO/GM

SIGNATURE: 
DATED: 2-16-13

Retrieval by Owner:

- If identification is available, Receptionists (EV) or Administrative Clerk (WV) shall attempt to contact the owner of the lost article. Staff is to note in the Lost Article Claim Sheet when and how a notice was sent.
 - To avoid confusion with customers and staff, other employees shall not attempt to contact the owner of lost articles.
- In most cases, retrieval of articles will be available on the next business day during normal office hours.
- Same day retrievals may be accommodated in urgent cases such as with lost medications, purses, wallets, IDs, etc. Same day retrieval articles shall be properly tagged and logged.
- Claimants must appear in person at EV or WV offices to claim lost articles.
- Claimants must first provide satisfactory identification and an accurate description of the article.
- Claimants must sign the Lost Article Claim Sheet with their name and current address. The employee returning the article to claimant will initial and date the Lost Article Claim Sheet.

Unclaimed Items:

Items Valued at \$100 or more

- Articles with an estimated value of \$100 or more will be held for 90 days by Marketing.
- By law, California Civil Code Section 2080.6, unclaimed articles of \$100 or more shall be auctioned. Such items will be turned into the Maintenance Department for auction.

Items Valued Under \$100

- Articles with an estimated value under \$100 shall be held by Marketing for a period of 10 business days, and then either discarded or donated to a local charity.
- Up to ten additional business days for storage may be granted, if requested by claimant, at the discretion of the Transportation Manager in WV and the Customer Service Supervisor, or Sales Supervisor in EV.
- Schools or libraries shall be contacted to retrieve their unclaimed school or library books.
- All articles of non-soiled clothing, non-perishable food items, household items, bicycles, etc. shall be donated to a local charity (i.e. Goodwill, Salvation Army, Catholic Charities, etc.) or auctioned depending on value.
- Wallets, purses, and backpacks shall have contents removed and destroyed prior to donation.
- Medications (medicine, vitamins, prescriptions, etc.) shall be properly stored and the Safety & Security Office will be contacted for proper removal and disposal.
- Perishable and unsanitary items will be disposed of immediately.



EFFECTIVE DATE: May 1, 2012
REVISION DATE: February 12, 2013
PAGE 5 OF 7

SUBJECT

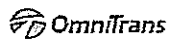
LOST AND FOUND, UNCLAIMED PROPERTY, CLAIMED
PROPERTY

PREPARED BY :Marketing Department
APPROVED BY: Milo Victoria, CEO/GM

SIGNATURE: [Signature]
DATED: 2-14-13



ATTACHMENT-A OMNITRANS FOUND TAG



FOUND TAG

1155

☐ EV ☐ WV
(Please check one)

DATE: _____

FINDER / EMPLOYEE # _____ EMPLOYEE # _____

LOCATION FOUND: _____ ROUTE / RUN # _____ TIME FOUND: _____ COACH # _____

DETAILED DESCRIPTION: _____

ELECTRONIC DEVICE:

DESCRIPTION _____ MODEL / BRAND _____

SERIAL # _____ COLOR _____ CONDITION _____

CASH FOUND: \$ _____

FINDER'S SIGNATURE _____

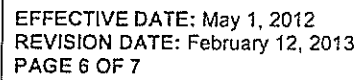
RECEIVER'S SIGNATURE (Required) _____

MAINTENANCE SIGNATURE _____

MARKETING SIGNATURE _____

SECURED BY _____ SECURED WHERE _____

Original Copy Marketing • 2nd Copy Receiver • 3rd Finder
City, State, Zip, Phone Number, Email



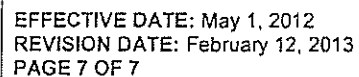
PREPARED BY :Marketing Department
APPROVED BY: Milo Victoria, CEO/GM

SIGNATURE: [Signature]
DATED: 2-14-13

Year_____

EAST VALLEY__ WEST VALLEY__
LOST ARTICLE LOG/CLAIM SHEET

[illegible]



PREPARED BY :Marketing Department
APPROVED BY: Milo Victoria, CEO/GM

SIGNATURE: G. J. [illegible]
DATED: 8-14-13

DISPATCH/MAINTENANCE
LOST FOUND LOG[illegible]

YEAR



EXHIBIT S

OMNITRANS-OWNED EQUIPMENT LIST

**OPS15-02
PURCHASED TRANSPORTATION
SERVICES**

Omnitrans-Owned Shop Equipment		
Equipment Name	I Street	Rancho
A/C Recovery Machine	1	1
10T Bearing Press	0	1
Bench grinder	0	1
Bench vise	1	1
Brake lather	1	0
Brake rotor mic	1	0
Chemical Cabinet	0	1
Cooling Sys Pressure Tester	1	0
Eye wash stations	1	1
4-post hoist/lift	1	0
4T Hydraulic jack	1	1
8-foot 300lb ladder	1	1
2.5T safety stands	4	4
Tire balancer	1	0
Tire machine	1	0
Transmission jack	0	1
Wheel chucks	6	0
6-ft work benches	4	0
Work order stand	1	1
2 wheel hand-truck	2	0

**ATTACHMENT C - PRICING SCHEDULE
OPS15-02, PURCHASED TRANSPORTATION SERVICES**

Description	BASE YEAR 1	BASE YEAR 2	BASE YEARS	OPTION ONE	OPTION TWO	OPTION THREE	Option Years	Five Year Total
	FY2016	FY2017	TOTAL	FY2018	FY2019	FY2020		
FIXED COSTS								
ADMINISTRATION								
Corporate Administrative Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Corporate Management Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Project Manager Salary	108,333.33	133,900.00	242,233.33	137,917.00	142,055.00	146,316.00	426,288.00	668,521.33
Site Managers' Salaries	125,000.00	154,500.00	279,500.00	159,136.00	163,909.00	168,826.00	491,871.00	771,371.00
Maintenance Manager Salary	85,124.17	105,213.00	190,337.17	108,370.00	111,621.00	114,969.00	334,960.00	525,297.17
Driver Trainers' Salaries	125,138.33	154,671.00	279,809.33	159,311.00	164,090.00	169,013.00	492,414.00	772,223.33
Dispatch Supervisor Salary	41,666.67	51,500.00	93,166.67	53,045.00	54,636.00	56,275.00	163,956.00	257,122.67
Field Supervisors' Wages	210,501.67	260,180.00	470,681.67	267,985.00	276,025.00	284,306.00	828,316.00	1,298,997.67
Scheduler/Optimizer Wages	90,300.00	111,611.00	201,911.00	114,959.00	118,408.00	121,960.00	355,327.00	557,238.00
Information Systems Specialist Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Clerical Wages	73,986.67	91,447.00	165,433.67	94,191.00	97,016.00	99,927.00	291,134.00	456,567.67
Employer's FICA (Salaries & Wages)*7.65%	65,793.89	81,321.19	147,115.08	83,760.91	86,273.64	88,861.80	258,896.35	406,011.43
State Unemployment Ins.	9,836.75	11,804.10	21,640.85	11,804.10	11,804.10	11,804.10	35,412.30	57,053.15
Workers' Comp	26,205.12	32,389.50	58,594.62	33,361.24	34,362.03	35,392.85	103,116.12	161,710.73
Health Benefits	40,849.24	54,315.82	95,165.06	60,060.99	66,721.25	73,588.10	200,370.34	295,535.40
Vacation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retirement	2,661.51	3,289.63	5,951.14	3,388.32	3,489.97	3,594.67	10,472.95	16,424.09
Other Taxes (Business, etc)	106,422.50	129,827.00	236,249.50	132,018.00	134,267.00	136,873.00	403,158.00	639,407.50
Office Supplies	17,970.00	22,212.00	40,182.00	22,884.00	23,568.00	24,276.00	70,728.00	110,910.00
Classified Employment Advertising	7,500.00	9,276.00	16,776.00	9,552.00	9,840.00	10,140.00	29,532.00	46,308.00
Safety & Driver's Education	31,580.00	62,460.50	94,040.50	64,891.00	66,988.50	70,550.00	202,429.50	296,470.00
DriveCam Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Copy Machine & Printing	5,830.00	6,996.00	12,826.00	6,996.00	6,996.00	6,972.09	20,964.09	33,790.09
Repairs to Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telephones (Bus., FAX, Modem, Reservation)	16,520.00	20,412.00	36,932.00	21,012.00	21,648.00	22,296.00	64,956.00	101,888.00
Facilities Maintenance	36,390.00	44,976.00	81,366.00	46,320.00	47,712.00	49,152.00	143,184.00	224,550.00
Administrative Support	421,724.00	423,093.17	844,817.17	435,493.81	446,024.36	465,016.36	1,346,534.53	2,191,351.70
Fixed Fee/Profit	229,865.89	279,422.04	509,287.94	287,957.59	294,891.43	307,689.79	890,538.82	1,399,826.75
Interest	43,482.20	45,567.64	89,049.84	42,045.30	38,673.68	35,445.77	116,164.74	205,214.58
Office Capital	13,960.00	15,960.00	29,920.00	15,942.83	8,664.00	8,644.00	33,250.83	63,170.83
Vehicle Lease - Field Supervisor Vehicles	21,650.00	25,980.00	47,630.00	25,980.00	25,980.00	25,980.00	77,940.00	125,570.00
Insurance Non-Automobile	12,552.03	14,163.34	26,715.37	14,382.95	14,562.09	14,912.47	43,857.51	70,572.88
Insurance Automobile	87,075.58	157,945.40	245,020.98	161,649.19	165,833.39	173,288.47	500,771.05	745,792.03
Auto Expense/Travel & Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FIXED COSTS	2,057,919.56	2,504,433.32	4,562,352.88	2,574,414.24	2,636,059.43	2,726,069.47	7,936,543.13	12,498,896.01
DISPATCH AND MAINTENANCE COSTS								
DISPATCHERS' WAGES & BENEFITS								
Dispatchers' Wages	223,792.50	276,607.00	500,399.50	284,905.00	293,453.00	302,256.00	880,614.00	1,381,013.50
Reservationists' Wages	197,530.83	244,148.00	441,678.83	251,472.00	259,016.00	266,787.00	777,275.00	1,218,953.83
Employer's FICA (Wages)*7.65%	32,231.23	39,837.76	72,068.99	41,032.84	42,263.87	43,531.79	126,828.50	198,897.49
State Unemployment Ins.	7,963.08	9,555.70	17,518.78	9,555.70	9,555.70	9,555.70	28,667.10	46,185.88
Workers' Comp	11,586.39	14,320.76	25,907.15	14,750.37	15,192.90	15,648.68	45,591.95	71,499.10
Health Benefits	37,238.36	49,858.43	87,096.79	55,478.84	62,003.87	68,757.23	186,239.94	273,336.73
Vacation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniforms	1,333.33	1,648.00	2,981.33	1,697.00	1,748.00	1,800.00	5,245.00	8,226.33
Subtotal Dispatchers' Wages & Benefits	511,675.74	635,975.65	1,147,651.39	658,891.75	683,233.33	708,336.40	2,050,461.48	3,198,112.87
DRUG TESTING								
Supervisory Personnel	1,939.84	2,397.95	4,337.79	2,464.53	2,543.84	2,624.36	7,632.73	11,970.52
Dispatch Personnel	1,648.87	2,038.25	3,687.12	2,094.85	2,162.27	2,230.71	6,487.82	10,174.95
Maintenance Personnel	1,551.88	1,978.31	3,530.18	2,033.23	2,098.67	2,165.10	6,297.01	9,827.19
Subtotal Drug Testing	5,140.59	6,414.51	11,555.09	6,592.61	6,804.78	7,020.18	20,417.56	31,972.66
MAINTENANCE								
Salaries (Excluding Maintenance Manager)	563,632.50	696,525.27	1,260,157.77	717,296.64	738,690.91	760,726.82	2,216,714.36	3,476,872.14
Employer's FICA (Wages)*7.65%	43,117.89	53,284.18	96,402.08	54,873.19	56,509.85	58,195.60	169,578.64	265,980.71
State Unemployment Ins.	7,494.67	8,993.60	16,488.27	8,993.60	8,993.60	8,993.60	26,980.80	43,469.07
Workers' Comp	32,408.87	40,050.20	72,459.07	41,244.56	42,474.73	43,741.79	127,461.08	199,920.15
Health Benefits	35,047.87	46,925.58	81,973.45	52,215.38	58,356.58	64,712.68	175,284.65	257,258.10
Vacation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniforms	10,029.17	11,269.09	21,298.26	11,607.27	11,955.45	12,314.55	35,877.27	57,175.53
Actual Cost of Parts & Supplies	386,175.04	441,564.59	827,739.63	443,790.80	440,557.16	456,335.63	1,340,683.59	2,168,423.22
Vehicle Washing & Cleaning Supplies	15,680.13	19,380.64	35,060.76	19,962.05	20,560.92	21,177.74	61,700.71	96,761.48
Tires	59,885.75	70,598.41	130,484.16	73,318.07	75,498.61	79,857.85	228,674.53	359,158.68
Oil	9,882.80	11,650.69	21,533.49	12,099.50	12,459.35	13,178.75	37,737.61	59,271.09
Brake Fluid	4,942.85	5,827.05	10,769.90	6,051.52	6,231.50	6,591.31	18,874.33	29,644.23
Transmission Fluid	3,952.54	4,659.59	8,612.13	4,839.09	4,983.01	5,270.73	15,092.83	23,704.96
Lubricant Grease	987.41	1,164.04	2,151.46	1,208.89	1,244.84	1,316.72	3,770.44	5,921.90
Hazardous Waste Disposal	1,462.84	1,808.07	3,270.90	1,862.31	1,918.18	1,975.72	5,756.21	9,027.11
Outside Maintenance	17,860.12	21,055.02	38,915.14	21,866.12	22,516.44	23,816.53	68,199.09	107,114.24
Shop Capital	41,100.00	49,320.00	90,420.00	49,320.00	49,320.00	49,303.43	147,943.43	238,363.43
GPPV Certificates	1,358.33	1,679.00	3,037.33	1,729.00	1,781.00	1,834.00	5,344.00	8,381.33
Subtotal Maintenance	1,235,018.76	1,485,755.03	2,720,773.79	1,522,278.00	1,554,052.13	1,609,343.44	4,685,673.57	7,406,447.37
TOTAL DISPATCH & MAINTENANCE COSTS	1,751,835.09	2,128,145.19	3,879,980.27	2,187,762.36	2,244,090.25	2,324,700.01	6,756,552.62	10,636,532.89

**ATTACHMENT C - PRICING SCHEDULE
OPS15-02, PURCHASED TRANSPORTATION SERVICES**

Description	BASE YEAR 1 FY2016	BASE YEAR 2 FY2017	BASE YEARS TOTAL	OPTION ONE FY2018	OPTION TWO FY2019	OPTION THREE FY2020	Option Years Total	Five Year Total
VEHICLE OPERATOR COSTS								
ACCESS DRIVERS' WAGES & BENEFITS								
Access Drivers' Wages	2,419,746.32	2,949,727.65	5,369,473.97	3,028,246.59	3,070,668.85	3,214,090.52	9,313,005.96	14,682,479.93
Employer's FICA (Wages*7.65%)	199,860.17	243,867.73	443,727.90	250,526.69	254,235.70	266,224.66	770,987.04	1,214,714.94
State Unemployment Ins.	51,319.73	61,896.99	113,216.72	62,386.72	62,394.01	63,960.10	188,740.83	301,957.56
Workers' Comp	176,347.21	215,177.40	391,524.62	221,052.96	224,325.61	234,904.11	680,282.68	1,071,807.30
Health Benefits	234,408.34	316,029.75	550,438.09	355,069.31	397,309.19	452,919.55	1,205,298.05	1,755,736.14
Vacation	192,804.97	238,085.74	430,890.70	246,612.11	252,673.57	265,970.30	765,255.97	1,196,146.67
Uniforms	6,737.48	19,009.66	25,747.14	19,768.94	20,381.76	21,518.55	61,669.25	87,416.39
Drug Testing	11,689.11	14,523.06	26,212.17	15,044.39	15,530.40	16,424.13	46,998.92	73,211.09
DMV Pull Notice Program	1,255.01	1,483.63	2,738.65	1,492.76	1,492.94	1,522.59	4,508.29	7,246.93
Subtotal Access Drivers' Costs	3,294,168.34	4,059,801.61	7,353,969.95	4,200,200.47	4,299,012.02	4,537,534.51	13,036,747.00	20,390,716.95
OMNIGO DRIVERS' WAGES & BENEFITS								
OmniGo Drivers' Wages	371,125.84	451,700.98	822,826.80	458,680.76	464,682.91	473,185.71	1,396,549.38	2,219,376.18
Employer's FICA (Wages*7.65%)	30,653.33	37,344.22	67,997.55	37,946.64	38,473.37	39,194.20	115,614.21	183,611.76
State Unemployment Ins.	7,871.11	9,478.48	17,349.58	9,449.56	9,442.06	9,416.35	28,307.97	45,657.55
Workers' Comp	27,047.05	32,950.78	59,997.84	33,482.33	33,947.09	34,583.12	102,012.53	162,010.37
Health Benefits	35,952.11	48,394.62	84,346.73	53,781.44	60,124.62	66,679.85	180,585.90	264,932.63
Vacation	29,571.24	36,458.81	66,030.05	37,353.70	38,236.97	39,156.75	114,747.43	180,777.48
Uniforms	1,033.35	2,911.01	3,944.36	2,994.35	3,084.36	3,168.01	9,246.72	13,191.08
Drug Testing	1,792.80	2,223.96	4,016.77	2,278.74	2,350.21	2,418.00	7,046.94	11,063.71
DMV Pull Notice Program	192.49	227.19	419.68	226.10	225.93	224.16	676.19	1,095.87
Subtotal OmniGo Drivers' Costs	505,239.33	621,690.03	1,126,929.36	636,193.62	650,567.52	668,026.14	1,954,787.27	3,081,716.63
RECAP OF COSTS								
Subtotal Dispatcher & Maintenance Costs	1,751,835.09	2,128,145.19	3,879,980.27	2,187,762.36	2,244,090.25	2,324,700.01	6,756,552.62	10,636,532.89
Subtotal Access Drivers' Costs	3,294,168.34	4,059,801.61	7,353,969.95	4,200,200.47	4,299,012.02	4,537,534.51	13,036,747.00	20,390,716.95
Subtotal OmniGo Drivers' Costs	505,239.33	621,690.03	1,126,929.36	636,193.62	650,567.52	668,026.14	1,954,787.27	3,081,716.63
TOTAL VARIABLE COSTS	5,551,242.75	6,809,636.82	12,360,879.58	7,024,156.45	7,193,669.79	7,530,260.65	21,748,086.89	34,108,966.47
REVENUE VEHICLE HOURS								
ACCESS								
Access Revenue Vehicle Hours	147,078	177,234	324,312	178,876	186,958	186,958	552,792	877,104
OMNIGO								
OmniGo Revenue Vehicle Hours	23,146	27,832	50,978	27,760	28,630	28,630	85,020	135,998
RECAP OF REVENUE VEHICLE HOURS								
Access Revenue Vehicle Hours	147,078	177,234	324,312	178,876	186,958	186,958	552,792	877,104
OmniGo Revenue Vehicle Hours	23,146	27,832	50,978	27,760	28,630	28,630	85,020	135,998
Total Revenue Vehicle Hours	170,224	205,066	375,290	206,636	215,588	215,588	637,812	1,013,102
RECAP OF VARIABLE RATES								
Total Dispatch & Maintenance Costs	1,751,835.09	2,128,145.19	3,879,980.27	2,187,762.36	2,244,090.25	2,324,700.01	6,756,552.62	10,636,532.89
TOTAL REVENUE VEHICLE HOURS	170,224.00	205,066.00	375,290.00	206,636.00	215,588.00	215,588.00	637,812.00	1,013,102
Dispatch & Maintenance/REVENUE HOUR	10.29	10.38		10.59	10.41	10.78		
TOTAL ACCESS DRIVER COSTS								
Total Access Driver Costs	3,294,168.34	4,059,801.61	7,353,969.95	4,200,200.47	4,299,012.02	4,537,534.51	13,036,747.00	20,390,716.95
Total Access Revenue Hours	147,078	177,234	324,312.00	178,876	186,958	186,958.00	552,792.00	877,104
Access Driver Costs/Access Revenue Hour	22.40	22.91		23.48	22.99	24.27		
TOTAL OMNIGO DRIVER COSTS								
Total OmniGo Driver Costs	505,239.33	621,690.03	1,126,929.36	636,193.62	650,567.52	668,026.14	1,954,787.27	3,081,716.63
Total OmniGo Revenue Hours	23,146	27,832	50,978.00	27,760	28,630	28,630.00	85,020.00	135,998
OmniGo Driver Costs/OmniGo Revenue Hour	21.83	22.34		22.92	22.72	23.33		
PROPOSED TOTAL COSTS (less incentives)								
TOTAL FIXED+VARIABLE COSTS	7,609,162.31	9,314,070.14	16,923,232.46	9,598,570.68	9,829,729.22	10,256,330.12	29,684,630.02	46,607,862.48

ATTACHMENT C - PRICING SCHEDULE
OPS15-02, PURCHASED TRANSPORTATION SERVICES

Start-Up Expenses Detailed Pricing*

WAGES, BENEFITS & EMPLOYEE EXPENSES

Driver Training	\$ 105,925.00	
Project Manager	\$ 22,011.00	
Site Manager's	\$ 16,464.00	
Maintenance Managers	\$ 13,260.00	
Driver Trainer's	\$ 59,960.00	
Dispatch Supervisor	\$ 1,335.00	
Field Supervisor's	\$ 4,170.00	
Scheduler/Optimizer's	\$ 929.00	
Clerical	\$ 832.00	
Dispatchers	\$ 3,576.00	
Reservationist	\$ 4,461.00	
Maintenance (excluding Maint. Mgr.)	\$ 12,090.00	
		\$ 245,013.00

MISC. EXPENSES

Vehicle Maintenance	\$ 5,438.00	
Fees & Permitting	\$ 5,000.00	
Office Supplies & Postage	\$ 3,672.00	
Classified Employee Advertising	\$ 5,000.00	
Printing	\$ 1,000.00	
Misc. Equipment	\$ 2,500.00	
Travel	\$ 25,000.00	
Interest Expense	\$ 1,851.83	
Administrative Support	\$ 17,850.98	
Profit	\$ 9,729.85	
		\$ 77,042.65
		\$ 322,055.65

Based on the start-up budget being paid to the Contractor within the first 120 days of the contract.