



Foothill Transit
Going Good Places

EXECUTIVE BOARD MEETING

West Covina, CA
Friday, October 23, 2015



Foothill Transit

Executive Board Meeting AGENDA

SPECIAL EXECUTIVE BOARD MEETING

8:00 AM, October 23, 2015

Foothill Transit Administrative Office

2nd Floor Board Room

100 South Vincent Avenue

West Covina, CA 91790

Revised

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: MEMBERS CALAYCAY, DE LA TORRE, DELACH, HERRERA, STERNQUIST
4. APPROVAL OF MINUTES FOR THE REGULAR MEETING OF SEPTEMBER 25, 2015
5. PRESENTATIONS:
 - 5.1. Contractors' Employee Recognition
6. PUBLIC COMMENT

CONSENT CALENDAR: Items 7 through 11 are consent items which may be received and filed and/or approved by the board in a single motion. If any member of the Executive Board wishes to discuss a consent item, please request that the item be pulled for further discussion and potential action.

Public Comment: Members of the public shall have the right to address the Board on any item of interest which is within the jurisdiction of the Board before or during the Board's consideration of the item. Presentation shall not exceed three minutes in length. Action may be taken on any item identified on the agenda. Persons wishing to comment should submit a "Request to Speak" form to the Secretary. Note: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA.

The public may view and obtain all written information supporting this agenda provided to the board both initially and supplementary prior to the meeting by calling (626) 931-7300 extension 7204 or at the agency's offices located at 100 S. Vincent Ave., Suite 200, West Covina, CA 91790. Documents, including PowerPoint handouts, distributed to Board Members by staff or Board Members at the meeting will simultaneously be made available to the public upon request.



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7. FISCAL YEAR 2015-2016 FINANCIAL STATEMENTS AND INVESTMENT SUMMARY

Recommended Action: Receive and file the Financial Statements and Investment Summary year-to-date report through September 30, 2015. The attached Financial Statements and Investment Report summarize Foothill Transit's unaudited operations and financial condition as of September 30, 2015 for the fiscal year ending June 30, 2016.

8. OCTOBER 2015 LEGISLATIVE SUMMARY

Recommended Action: Receive and file the October 2015 Legislative Summary. There are no recommended positions on bills this month.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please contact the Executive Director's office at (626) 931-7300 extension 7204, at least 48 hours prior to the meeting.

If you require translation services, please contact the Executive Director's office at (626) 931-7300 extension 7204, at least 48 hours prior to the meeting.

Si necesita servicios de traducción, por favor póngase en contacto con la oficina del Director Ejecutivo en el (626) 931-7300, extensión 7204, al menos 48 horas antes de la reunión.

如果需要翻译服务，请至少于会议前48小时致电高级主任办公室：(626) 931-7300 分机 7204。

Nếu Quý vị có yêu cầu dịch vụ dịch thuật, xin vui lòng liên hệ với văn phòng Giám đốc Điều hành tại (626) 931-7300 số lẻ 7204, ít nhất 48 giờ trước khi cuộc họp.

Kung nangangailangan ka ng mga serbisyo sa pagsasalín, pakisuyong makipag-ugnayan sa opisina ng Executive Director sa (626) 931-7300 extension 7204, ng hindi bababa sa 48 oras bago ang pulong.

번역 서비스가 필요하시면 미팅 최소 48시간 이전에 임원 사무실로 (626-931-7300, 내선 번호 7204) 전화주시기 바랍니다.

翻訳サービスが必要な方は、会議の48時間前までに(626) 931-7300 内線 7204のエグゼクティブディレクター事務所にご連絡ください。

إن كنت بحاجة إلى خدمات ترجمة، برجاء الاتصال بالمدير التنفيذي للمكتب على رقم (626) 931-7300 (الرقم الداخلي 7204) قبل الاجتماع بـ 48 ساعة على الأقل.

Եթե Ձեզ թարգմանչական ծառայությունների են հարկավոր, հանդիպումից առնվազն 48 ժամ առաջ խնդրում ենք զանգահարել Գործադիր տնօրենի գրասենյակ (626) 931-7300 լրացուցիչ 7204 հեռախոսահամարով:

ប្រសិនបើលោកអ្នកស្នើសុំសេវាកម្មបកប្រែភាសា សូមទាក់ទងមកករិយាល័យនាយកប្រតិបត្តិ តាមលេខទូរស័ព្ទ៖ (626) 931-7300 លេខបញ្ជូនបន្ត 7204 ដែលមានរយៈពេលយ៉ាងតិច 48 ម៉ោង មុនពេលកិច្ចប្រជុំ។

در صورت نیاز به خدمات ترجمه، لطفاً حداقل 48 ساعت قبل از جلسه ملاقات با مدیر اجرایی دفتر به شماره (626) 931-7300 داخلی 7204 تماس حاصل فرمایید.

หากคุณต้องการบริการการแปลภาษา กรุณาติดต่อสำนักงานผู้อำนวยการบริหารที่ (626) 931-7300 ต่อ 7204, อย่างน้อย 48 ชั่วโมงก่อนที่จะมีการประชุม



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9. RESOLUTION ADOPTING EXECUTIVE AND GOVERNING BOARD MEETING SCHEDULE FOR 2016

Recommended Action: Adopt Resolution 2015-07 Executive and Governing Board Meeting Schedule for 2016.

10. PROPOSED PROCUREMENT POLICIES AND PROCEDURES MANUAL REVISIONS

Recommended Action: Approve and adopt the proposed Procurement Policies and Procedures Manual Revisions.

11. REQUEST TO ISSUE INVITATION FOR BIDS (IFB) NO. 16-023 – ARCADIA VAULT CANOPY

Recommended Action: Authorize the Executive Director to Issue IFB No. 16-023 for construction activities related to the Arcadia Vault Canopy Installation project.

REGULAR AGENDA:

12. CONTRACT AWARD – ART COMPONENT AT THE AZUSA INTERMODAL TRANSPORTATION CENTER

Recommended Action: Authorize the Executive Director to execute a contract with Artist Jose Antonio Aguirre for an estimated contract amount of \$170,000 to include fabrication and installation of an art element for the Azusa Intermodal Transportation Center.

13. FISCAL YEAR 2014-2015 COMPREHENSIVE ANNUAL FINANCIAL AUDIT REPORT RESULTS

This item has been rescheduled and will be presented at the December 11, 2015 Executive Board Meeting.

14. CALIFORNIA TRANSIT ASSOCIATION'S 50th ANNUAL FALL CONFERENCE & EXPO UPDATE, NOVEMBER 18-20, PASADENA

Recommended Action: Receive and file the California Transit Association's 50th Annual Fall Conference & EXPO Update.



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15. WEST COVINA BUS STOP ENHANCEMENT PROJECT

Recommended Action: Authorize the Executive Director to develop designs for transit stop shelters adjacent to Foothill Transit's Administrative office and execute an agreement with the City of West Covina in an amount not to exceed \$200,000 to construct, own and maintain these shelters.

16. FISCAL YEAR 2015-2016 FIRST QUARTER PERFORMANCE INDICATORS REPORT

Recommended Action: Receive and file the FY 2015-2016 First Quarter Performance Indicators Report.

17. EXECUTIVE DIRECTOR COMMENT

18. BOARD MEMBER COMMENT

19. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code § 54956.8)

Property Address/Location: 1162 N. Citrus Avenue, Covina, CA 91722
Agency Negotiator(s): Doran J. Barnes, Sharlane Bailey, Darold D. Pieper, Kevin McDonald
Negotiating Parties: Charles McKeag, MLC Holdings, Inc.,
Under Negotiation: Price and Terms

20. CLOSED SESSION REPORT

21. ADJOURNMENT

**The Executive Board Meeting
Scheduled for October 30, 2015 is cancelled.**

**The next Regular Meeting of the Foothill Transit
Executive Board is scheduled for
Friday, December 11, 2015 at 8:00 a.m.**



Foothill Transit

**STATEMENT OF PROCEEDINGS FOR THE
REGULAR MEETING OF THE
FOOTHILL TRANSIT EXECUTIVE BOARD**

**FOOTHILL TRANSIT ADMINISTRATIVE OFFICE
2ND FLOOR BOARD ROOM
100 S. VINCENT AVENUE
WEST COVINA, CALIFORNIA 91790**

**Friday, September 25, 2015
8:00 a.m.**

1. CALL TO ORDER

The meeting was called to order by Chair Herrera at 8:03 a.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair Herrera.

3. ROLL CALL

Roll call was taken by Christina Lopez, Board Secretary.

Present: Member Corey Calaycay, Member Peggy Delach, Member Michael De La Torre, Vice Chair Becky Shevlin, Chair Carol Herrera

Chair Herrera welcomed Governing Member Corey Warshaw and Governing Member Gary Boyer.

4. REVIEW & APPROVAL OF THE MINUTES

Approval of the minutes for the Regular Meeting of August 28, 2015.

Motion by Member Delach, second by Vice Chair Shevlin, the minutes for the Regular Meeting of the Executive Board of August 28, 2015 were approved. Motion carried 4-0, Member Calaycay abstention.

5. PRESENTATIONS

5.1 Contractors' Employee Recognition

Jim Marshall, General Manager, First Transit, introduced and recognized the following Pomona location First Transit operator of the

month:

Eugene Calloway, Operator of the Month (September 2015)

Bill Jackson, General Manager, Transdev, introduced and recognized the following Arcadia location Transdev operator and employee of the month:

Raul Cano Flores, Operator of the Month (September 2015)

Tim Reed, Employee of the Month (September 2015)

After discussion, by Common Consent, and there being no objection, the Board recognized the operator and employee of the month.

5.2 New & Promoted Employee Introduction

Doran Barnes, Executive Director, Foothill Transit, recognized the following Foothill Transit newly hired and promoted employees:

New Hire:

Joshua Smalley, Creative Content Designer

Promoted:

Lany Hernandez, Accountant

6. **PUBLIC COMMENT**

Mike Murray, Chief Operating Officer, Transdev, addressed the Foothill Transit Executive Board.

Juan Antonio Lopez, Regional Vice President, First Transit, addressed the Foothill Transit Executive Board.

CONSENT CALENDAR

7. **FISCAL YEAR 2015-2016 FINANCIAL STATEMENTS AND INVESTMENT SUMMARY**

Recommendation: Receive and file the Financial Statements and Investment Summary year-to-date report through August, 31, 2015. The attached Financial Statements and Investment Report summarize Foothill Transit's unaudited operations and financial condition as of August 31, 2015 for the fiscal year ending June 30, 2016.

Motion by Member Delach, second by Member De La Torre, to receive and file. Motion carried 5-0.

8. **AUGUST 2015 PERFORMANCE INDICATORS REPORT**

Recommendation: Receive and file the August 2015 Performance Indicators Report.

Motion by Member Delach, second by Member De La Torre, to receive and file. Motion carried 5-0.

9. **SEPTEMBER 2015 LEGISLATIVE SUMMARY**

Recommendation: Receive and file the September 2015 Legislative Summary. There are no recommended positions on bills this month.

Motion by Member Delach, second by Member De La Torre, to receive and file. Motion carried 5-0.

10. **CONTRACT AWARD - NETWORK EQUIPMENT SUPPORT RENEWAL**

Recommendation: Authorize the Executive Director to enter into a three-year contract renewal with Trace3 in the amount of one hundred sixteen thousand two hundred seventy five dollars and sixty one cents (\$116,275.61) for Network Equipment Support.

Motion by Member Delach, second by Member De La Torre, to approve. Motion carried 5-0.

11. **AZUSA INTERMODAL TRANSPORTATION CENTER MEMORANDUM OF UNDERSTANDING (MOU) - AMENDMENT NO. 5**

Recommendation: Authorize the Executive Director to execute Amendment No. 5 to the Memorandum of Understanding (MOU) with the City of Azusa related to the construction of the Azusa Intermodal Transportation Center.

Motion by Member Delach, second by Member De La Torre, to approve. Motion carried 5-0.

12. **LOW CARBON FUEL STANDARDS PROGRAM**

Recommendation: Action: Receive and file an update on the Low Carbon

Fuel Standards (LCFS) program.

Motion by Member Delach, second by Member De La Torre, to receive and file. Motion carried 5-0.

REGULAR AGENDA

13. Foothill Transit Class Pass Update

Recommendation: Receive and file the Foothill Transit Class Pass Update.

Katie Gagnon, Special Projects Manager, presented this item.

Chair Herrera stated that the Class Pass Program has been an outstanding success story. Member Delach is pleased with the progress made with Cal Poly Pomona. In response to comments made by the Board, Doran Barnes, Executive Director stated that staff will continue to work with all its partners to make the program a success.

Motion by Member Delach, second by Member Calaycay, to receive and file. Motion carried 5-0.

14. Recent Ridership Trends

Recommendation: Receive and file a report on recent ridership trends.

Joe Raquel, Director of Planning, presented this item.

Member Delach commented that she commends staff for trying to get people to ride the bus.

Motion by Vice Chair Shevlin, second by Member Calaycay, to receive and file. Motion carried 5-0.

15. Proposed Service Enhancements

Revised Recommendation: Recommend that the Governing Board approve the proposed service enhancements recommended for implementation in January 2016. Recommend that the Governing board authorize implementation of Pilot Line 496 service between the Azusa Intermodal Transportation Facility and Downtown Los Angeles. Receive and file an update on preliminary public outreach related to other possible service enhancements proposed for implementation in June 2016.

Joe Raquel, Director of Planning, presented this item.

Motion by Vice Chair Shevlin, second by Member Corey Calaycay, to approve. Motion carried 5-0.

16. **CONTRACT AMENDMENT - SMARTBUS TECHNICAL ADVISORY SERVICES**

Recommendation: Authorize the Executive Director to execute Amendment No. 2 to Agreement No. 14-030 with IBI Group in the amount of \$645,316 for SMARTBus Technical Advisory Services for additional technical assistance to accomplish the replacement of the analog radio with VoIP technology and assistance with the implementation of Foothill Transit's SMARTBus System Replacement Project.

LaShawn King Gillespie, Director of Customer Service & Operations, presented this item.

Motion by Vice Chair Shevlin, second by Member Calaycay, to approve. Motion carried 5-0.

17. **CONTRACT AWARD - ARCADIA FACILITY IMPROVEMENTS**

Recommendation: Authorize the Executive Director to enter into Agreement No. 16-005 with Kanaan Construction Inc. in the amount of \$381,300 for construction activities related to the interior and exterior improvements at the Arcadia Operations & Maintenance Facility.

Vincent Saucedo, Construction Project Manager, presented this item.

Motion by Member Delach, second by Member Calaycay, to approve. Motion carried 5-0.

18. **REQUEST TO ISSUE RFP - TRANSIT SERVICES - ARCADIA FACILITY (RFP NO. 16-021)**

Recommendation: 1. Amend Agreement No. 14-028 with Transdev Services, Inc., to change the expiration date for the base contract term from June 30, 2018 to July 2, 2016; and 2. Issue a request for proposals (RFP No. 16-021) for transit operations and maintenance services at Foothill Transit's Arcadia Facility.

Kevin McDonald, Deputy Executive Director, presented this item.

Motion by Vice Chair Shevlin, second by Member Delach, to approve. Motion carried 5-0.

19. **TRANSIT STORE QUARTERLY REPORT**

Recommendation: Receive and file the Transit Store Quarterly Report.

LaShawn King Gillespie, Director of Customer Service & Operations, presented this item.

Motion by Member Delach, second by Member De La Torre, to receive and file. Motion carried 5-0.

20. **EXECUTIVE DIRECTOR COMMENT**

Comments by Mr. Doran J. Barnes, Executive Director, Foothill Transit.

Mr. Barnes reported the following:

- Mr. Barnes thanked the Executive Board for their leadership during the September 18, 2015 Special Governing Meeting.
- A Governing Board is scheduled for October 16, 2015.
- Mr. Barnes extended congratulations to Chair Herrera who has moved to the Vice Chair position on the APTA Transit Board Members Committee.

21. **BOARD MEMBER COMMENT**

Comments by Members of the Foothill Transit Executive Board.

- The Board thanked staff for putting together the cluster break-out sessions at the September 18th Special Governing Board Meeting. The sessions were well received.

CLOSED SESSION

22. **CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Government Code § 54956.8)

Property Address/Location: 1162 N. Citrus Avenue, Covina, CA 91722

Agency Negotiator(s): Doran J. Barnes, Sharlane Bailey, Darold D. Pieper,



Kevin McDonald
Negotiating Parties: Charles McKeag, MLC Holdings, Inc.,
Under Negotiation: Price and Terms

General Counsel Pieper announced that Member Delach recused herself from Closed Session Item 22.

23. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

(Gov't Code § 54956.9(d)(2)):
Claim Received from: Transdev

24. **CLOSED SESSION REPORT**

Darold Pieper, General Counsel, reported that no reportable actions were taken on Closed Session items 22 and 23.

25. **ADJOURNMENT**

Adjournment for the September 25, 2015 Foothill Transit Executive Board Meeting.

There being no further business, the Foothill Transit Executive Board meeting adjourned at 9:44 a.m.



October 23, 2015

To: Executive Board

Subject: **Fiscal Year 2015-2016 Financial Statements and Investment Summary**

Recommendation

Receive and file the Financial Statements and Investment Summary year-to-date report through September 30, 2015.

The attached Financial Statements and Investment Report summarize Foothill Transit's unaudited operations and financial condition as of September 30, 2015 for the fiscal year ending June 30, 2016.

Balance Sheet Analysis (Attachment A):

Assets

The balance sheet, as of September 30, 2015 shows total assets at \$314 million. This total consists primarily of \$199 million in fixed assets, \$97 million in cash and investments and \$18 million in receivable and prepaid assets. Foothill Transit's cash position of \$79.8 million is \$2.8 million more than the previous month, and is \$8.3 million more than last year in September.

Liabilities

The accounts payable balance is \$8.3 million. Accounts Payables include operating and maintenance for \$4.5 million and \$1.3 million for fuel.

The deferred revenue of \$77 million represents capital grants and funds that are reserved for planned capital expenditures.

Investments (Attachment B)

Our current investments are held in financial instruments pursuant to Foothill Transit's investment policy. Funds held with Bank of the West in non-interest earning accounts qualify for FDIC insurance, eliminating the risk of loss.

The cash and investments balance includes \$22.3 million in non-interest bearing accounts held with Bank of the West; \$31.4 million in interest bearing money market accounts with Bank of the West; \$11 million with Chase; \$14.0 million with Bank of the West Agency notes; \$3.0 million with Wells Fargo certificates of deposit; \$500,000 with Bank of the West certificates of deposit; and \$15 million invested in the Local Agency Investment Fund (LAIF).



The current interest rates on all accounts are included on Attachment B. The LAIF investment, money market accounts, and the deposits with Chase earn interest but are immediately available as cash should they be required. The investments are held for six months to five years and are planned for future capital and operating funding requirements.

Operating and Capital Revenues and Expense Analysis (Attachment C)

September 2015 year-to-date fare revenues were \$4,444,356 which is \$275,644 (5.8%) less than the year-to-date budgeted amount and \$399,549 less than September 2014. Through, September 2015, ridership is six percent lower than targeted and 6.7 percent lower than last year at this time.

Year-to-date operating costs through September 2015 were \$18,496,039 which is \$1,129,454 less than the budget and \$1,136,317 more than September 2014. Of this \$18,496,039, the year-to-date operating costs for the Arcadia and Pomona operating contractors total \$14,283,607. The other primary operating expense is fuel which was \$1,302,436 through September 2015.

Capital expenditures through September were \$2,032,316, compared with \$8,069,980 last year at this time. The annual budget for capital expenditures includes the purchase of 30 CNG buses and completion of the Azusa Intermodal Transportation Center.

Farebox Recovery Ratio

The farebox recovery ratio through September was 24 percent; nearly at the performance target of 24.1 percent. The farebox recovery ratio is derived by dividing the total fare revenue of \$4,444,356 by the total bus operating expense of \$18,496,039. This ratio is less than the September 2014 ratio of 27.9 percent.

Total Disbursements (Attachment D)

Total disbursements reflect invoices paid for the month of September 2015; they do not reflect the total expense incurred for the month. If an expense has been incurred but has not yet been invoiced or paid, Finance accrues the expense to properly track the expenses during the month in which they actually occurred. Total disbursements for September 2015 were \$6,684,972.



Capital disbursements totaled \$1,999,452, fuel was \$16,371 and other significant disbursements include \$1.8 million to First Transit and \$ 2.3 million to Transdev for bus operating services.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Lopes Caldwell".

Michelle Lopes Caldwell
Director of Finance and Treasurer

A handwritten signature in blue ink that reads "Doran J. Barnes".

Doran J. Barnes
Executive Director

Attachments



Attachment A

Foothill Transit
Balance Sheet
As of September 30, 2015

Assets	
Current Assets:	
Cash	79,844,760
Investments	17,239,000
Due from government agencies	12,327,983
Other receivables	5,217,735
Other assets	496,184
Total Current Assets	<u>115,125,662</u>
Property & Equipment (net of depreciation)	199,053,639
Total Assets	<u><u>314,179,301</u></u>
Liabilities and Equity	
Current Liabilities:	
Accounts payable and accrued liabilities	8,315,453
Deferred Revenue	<u>77,189,346.51</u>
Total Liabilities	<u>85,504,799</u>
Equity	
Fund Balance:	
Investment in Capital Assets	199,053,639
Current Year Change	(3,862,479)
Reserve	<u>33,483,342</u>
Total Equity	<u>228,674,502</u>
Total Liabilities and Equity	<u><u>\$ 314,179,301</u></u>



Attachment B

Summary of Cash and
Investment Account
For September 30, 2015

	Interest Rate	Term	Principal/ Book & Market Value
Cash:			
Bank of the West-Reg. Checking	N/A	Demand Deposit	\$15,169,126
Petty Cash	N/A	N/A	400
Revolving Fund - Transit Stores	N/A	N/A	1,500
Bank of the West-Excise Tax	N/A	Demand Deposit	7,140,904
Bank of the West-Money Market	0.180%	Demand Deposit	7,048,178
Bank of the West-Money Market	0.180%	Demand Deposit	14,555,594
Bank of the West-Money Market	0.180%	Demand Deposit	9,602,647
Bank of the West-CA Transit Assistance	0.080%	Demand Deposit	252,568
Chase Business Saving	0.030%	Demand Deposit	11,054,081
LAIF Investment	0.240%	Demand Deposit	15,019,762
Subtotal Cash on Hand			<u>\$79,844,760</u>
Investments:			
Bank of the West	1.500%	Callable Note	\$3,000,000
Bank of the West	1.250%	Callable Note	1,000,000
Bank of the West	1.250%	Callable Note	10,000,000
Bank of the West	Various	Cert. of Deposit	500,000
Wells Fargo	Various	Cert. of Deposit	2,739,000
Subtotal Investments			<u>\$17,239,000</u>
Total Cash and Investments			<u>\$97,083,760</u>



Special Executive Board Meeting - 10/23/15
 FY 2015-2016 Financial Statements and Investment Summary
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Attachment C

Foothill Transit
 Statement of Revenue and Expense
 For Month Ended September 30, 2015

	Actual YTD September-15	Budget YTD September -15	Variance
Operating Revenue			
1 Farebox	\$2,405,310	\$2,457,500	(11.56%)
2 Pass Sales	\$940,214	1,100,000	(14.53%)
3 TAP Cash Purse	\$742,688	750,000	(0.97%)
4 MetroLink & Access Service	\$150,382	182,500	(7.47%)
5 EZ Transit Pass	\$205,771	250,000	(17.68%)
6 Total Operating Revenue	\$4,444,358	\$4,720,000	(5.84%)
Non-Operating Revenue			
7 Transportation Development Act	\$4,981,787	4,981,787	0.00%
8 STA	\$844,401	844,402	0.00%
9 Prop A 40% Discretionary	\$3,571,191	3,571,191	0.00%
10 Prop A 40% BSCP	\$1,121,330	1,121,330	0.00%
11 Prop C BSIP	\$224,400	224,401	0.00%
12 Prop C Base Restructuring	\$481,988	481,988	0.00%
13 Prop C Transit Service Expansion	\$80,319	80,320	0.00%
14 Transit Security-Operating	\$209,046	209,046	0.00%
15 Measure R Operating	\$2,443,923	2,443,923	0.00%
16 CMAQ Operating		0	
17 Gain on Sale of Fixed Assets	\$3,644	0	0.00%
18 Auxiliary Revenue	\$398,987	406,250	-1.79%
19 Total Non-Operating Revenue	\$14,381,018	14,364,635	(0.03%)
20 Total Revenue	\$18,805,372	\$19,084,635	(1.46%)
Available Capital Funding			
21 Capital Grants	\$2,032,318	\$14,250,641	(85.74%)
22 Total Revenue and Capital Funding	\$20,837,688	\$33,335,276	(37.49%)
Operating Expenses			
23 Operations	\$16,255,817	\$16,601,673	2.09%
24 Maintenance & Vehicle Technology	\$151,992	192,518	21.05%
25 Marketing and Communications	\$381,290	477,723	24.37%
26 Information Technology	\$353,500	587,115	37.67%
27 Administration	\$561,240	795,988	29.49%
28 Procurement	\$137,454	208,350	34.03%
29 Finance	\$243,478	280,025	13.05%
30 Planning	\$204,838	281,438	27.22%
31 Facilities	\$226,430	220,665	(2.61%)
32 Total Operating Expenses	\$18,496,039	\$19,625,493	5.76%
Other Expenses			
33 Property Management	\$105,336	\$137,500	23.39%
34 Dial-A-Ride	\$189,843	187,500	9.42%
35 Special Services	\$34,154	81,250	57.98%
36 Total Other Expenses	\$309,333	\$406,250	67.38%
37 Total Operating and Other Expenses	\$18,805,372	\$20,031,743	6.12%
Capital Expenditures			
38 Capital Expenditures	\$2,032,318	\$13,303,533	84.72%
39 Total Expenses and Capital Expenditures	\$20,837,688	\$33,335,276	37.49%



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FY 2015-2016 Financial Statements and Investment Summary
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Bank Account - Check Details

Period: 09/01/15..09/30/15
Foothill Transit

Monday, October 05, 2015 7:55 AM

Page 1

FOOTHILLTRANSIT\kuo

Attachment D

This report also includes bank accounts that only have balances.
Bank Account: No.: B001, Date Filter: 09/01/15..09/30/15

Table with columns: Check Date, Check No., Vendor Name, Description, Amount, Printed Amount, Voids Amount, Entry Status. Contains multiple rows of check details for account B001.



Special Executive Board Meeting - 10/23/15
FY 2015-2016 Financial Statements and Investment Summary
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Bank Account - Check Details

Period: 09/01/15..09/30/15

Foothill Transit

Monday, October 05, 2015 7:55 AM

Page 2

FOOTHILLTRANSIT.kuo
Attachment D

Table with columns: Check Date, Check No., Vendor Name, Description, Amount, Printed Amount, Voided Amount, Entry Status. Contains 40 rows of check details.



Special Executive Board Meeting - 10/23/15
FY 2015-2016 Financial Statements and Investment Summary
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Bank Account - Check Details

Period: 09/01/15..09/30/15

Foothill Transit

Monday, October 05, 2015 7:55 AM

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Attachment D

Table with columns: Check Date, Check No., Vendor Name, Description, Amount, Printed Amount, Voided Amount, Entry Status. Contains 40 rows of financial data.



Special Executive Board Meeting - 10/23/15
FY 2015-2016 Financial Statements and Investment Summary
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Bank Account - Check Details

Monday, October 05, 2015 7:55 AM

Period: 09/01/15..09/30/15

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Foothill Transit

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Attachment D

Table with columns: Check Date, Check No., Vendor Name, Description, Amount, Printed Amount, Voided Amount, Entry Status. Contains 40 rows of financial data.



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Bank Account - Check Details

Period: 09/01/15..09/30/15

Foothill Transit

Monday, October 05, 2015 7:55 AM

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Attachment D

Check Date	Check No.	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
09/24/15	GPP0015	Transdev Services, Inc.	8/1-15 Arcadia Contract Services	468,493.66	0.00	0.00	Posted
09/24/15	GPP0015 4	Transdev Services, Inc.	8/16-31 Arcadia Contract Services	1,502,715.25	0.00	0.00	Posted
09/24/15	GPP0015	Transdev Services, Inc.	9/15 Management services fee	154,872.85	0.00	0.00	Posted
	General Checking			6,684,972.48	2,542,897.29	0.00	



October 23, 2015

To: Executive Board

Subject: **October 2015 Legislative Summary**

Recommendation

Receive and file the October 2015 Legislative Summary. There are no recommended positions on bills this month.

Analysis

A summary of state and federal legislation and its status is attached.

State Legislative Issues:

In advance of his October 11 deadline for acting on bills passed this year by the Legislature, Governor Brown signed the last two pending bills sponsored by the California Transit Association (CTA). With the Governor having previously signed AB 1250 (Bloom), dealing with bus axle weights, all three of this year's CTA-sponsored bills were ultimately passed by the Legislature and signed into law.

The two remaining bills signed were SB 413 (Wieckowski) and SB 508 (Beall). SB 413 allows transit operators to issue violations to minors using an administrative process; aligns the definition of a noise violation under both the Penal and Public Utilities Codes; and authorizes transit systems to adopt an infraction for failing to yield priority seating to elderly and disabled passengers. SB 508 makes needed reforms to the Transportation Development Act (TDA) rules for obtaining Local Transportation Fund and State Transit Assistance (STA) program funds, and should ensure continued and efficient flow of funds to California transit agencies.

Federal Legislative Issues:

The United States Senate and House of Representatives passed and the President signed a Continuing Resolution (CR) to keep the federal government open and funded at current levels through December 11, 2015. Several of the individual Appropriations bills for Fiscal Year (FY) 2016 have been passed by the House of Representatives, however, Senate Democrats have called for renewed negotiations on a broad budget agreement that would adjust the budget caps set under the Budget Control Act (BCA), which mandates across-the-board sequestration cuts when federal spending exceeds these caps. This short-term funding bill is intended to give leaders of



the U.S. Congress and the President more time to negotiate higher budget caps for FY2016 and FY2017, past the next Presidential election cycle.

On October 1, Treasury Secretary Jack Lew informed Congressional leaders that the statutory debt limit must be raised by November 5 or risk a government default on its obligations. Though the statutory debt limit expired in March, until now, Treasury was believed to have sufficient contingency measures in place through late November or early December. The new deadline for the debt limit will further complicate Congress's effort to address other fiscal and statutory deadlines. President Obama insists that Congress send him a "clean" version of debt limit legislation, while some Republicans have previously expressed interest in using the debt limit as leverage to extract budgetary concessions from Democrats.

Authorization for highway and transit programs expires October 29. The Senate has passed a six-year bill which contains only three years of funding. The House had hoped to act on a long-term bill funded by changes in the international tax code, such as repatriation of corporate income earned abroad. However, revenue negotiations between the House and Senate have faltered, and the House Transportation & Infrastructure (T & I) Committee has begun to proceed with a bill that identifies other pay-fors. A House Committee markup of the legislation may occur the last week of October.

Due to a limited number of legislative days available until the October 29 deadline, and given the Department of Transportation's recent announcement that the Highway Trust Fund would be solvent until the summer of 2016, it is anticipated that Congress will pass another extension for the surface transportation programs while the House and Senate continue to seek common ground on a long-term bill.

Republican House leadership changes remain in flux in the wake of Speaker John Boehner's (R-OH) decision to retire and the unexpected delay of the vote to select his successor. House Majority Leader Kevin McCarthy (R-CA) stunned Washington, D.C. when he withdrew from the race on October 8. Reps. Jason Chaffetz (R-UT), Daniel Webster (R-FL) and Lynn Westmoreland (R-GA) are running for the speakership while Ways and Means Chairman and former vice presidential nominee Paul Ryan (R-WI) mulls over requests to do so as well. However, it is impossible at this point to project the outcome. Speaker Boehner says he will remain in Congress until a replacement is elected - raising the possibility he could stay on beyond his self-imposed October 30 retirement date. The House Republican leadership contest will



significantly impact the Congressional agenda moving forward and expect a vigorous debate over the future direction of the party in coming weeks.

Budget Impact

The recommended action has no budget impact.

Sincerely,

A handwritten signature in blue ink that reads "David Reyno".

David Reyno
Director of Government Relations

A handwritten signature in blue ink that reads "Doran J. Barnes".

Doran J. Barnes
Executive Director

Attachment

2015 Legislation Summary

Current as of 10/13/2015

(Amendments and Bills with updated status or requesting action are indicated in **bold**)

Bill No.	Author	Analysis	Potential Impacts	Location	Outside Agency Positions	Recommended Position
AB 338	Hernandez	Would authorize the Los Angeles County Metropolitan Transportation Authority to impose, by ordinance, an additional local, countywide, one-half-cent sales tax for up to 30 years. Requires Metro to adopt the ordinance and submit the proposal to the voters; and specifies that the ordinance only becomes operative if approved by two-thirds of the voters voting on the measure. Requires Metro to allocate 20% of the revenues for bus operations and that these revenues must be allocated based on formulas in existing law.	This bill would provide a new operating funding source for Foothill Transit.	Senate Committee on Transportation & Housing		Support Position Adopted 6/26/2015
AB 857	Perea	Creates the Technology Program pursuant to SB 1204 (Lara), Chapter 524, Statutes of 2013, supported by Foothill Transit to fund the development of zero and near zero emission truck, bus, and off-road vehicle and equipment technologies to be administered by the Air Resources Board in conjunction with the California Energy Commission. The bill would provide that the funding for the program would come out of the Greenhouse Gas Reduction Fund (Cap & Trade Auction Funds), and would prioritize projects located in disadvantaged communities.	This bill may provide a new funding source for Foothill Transit electric and CNG buses.	Senate Committee on Appropriations		Support Position Adopted 4/24/2015
AB 1250	Bloom	In 2012 and 2014, the California Transit Association (CTA) sponsored legislation which provided transit agencies with temporary relief from California's decades-old bus axle weight limits. The temporary provisions of the most recent measure, AB 1720 (Bloom, Chapter 263, Statutes of 2014), are now set to expire at the end of 2015, reinstating an unworkable 20,500 lb./axle limit and impacting various stakeholders, including cities, counties, public transit agencies, and private sector bus suppliers. The CTA continues to work with impacted stakeholders to craft a long-term solution, acceptable to all parties,	This bill will continue to protect Foothill Transit from being subject to citations and costly permits until a reasonable solution can be determined.	Signed by the Governor & Chaptered by the Secretary of State - 10/4/2015	CTA - Support	Support Position Adopted 4/24/2015

2015 Legislation Summary

Current as of 10/13/2015

(Amendments and Bills with updated status or requesting action are indicated in **bold**)

Bill No.	Author	Analysis	Potential Impacts	Location	Outside Agency Positions	Recommended Position
		that recognizes the challenges of the current axle weight limit. AB 1205 will serve as the vehicle for such a solution, if and when one emerges. The majority of Foothill Transit's fleet, along with those of most, if not all, transit agencies throughout the state exceeds this over quarter century old statute due to mandated clean air, safety, disability laws and advances in bus technology.				
AB 1217	Daly	This bill restructures the composition of the Orange County Fire Authority (OCFA) Board by reducing the current, 25-member Board to 13 members, most of whom would be selected by an as-yet-to-be-created OCFA City Selection Committee. The existing OCFA Board comprised of two members from the County Board of Supervisors and one member from each of the cities that are a party to the Joint Powers Authority (JPA) that created the OCFA would be eliminated. Legislation currently moving through the Senate could endanger the ability of local governments to determine for themselves the governance structure of joint powers authorities.	This bill attempts to undermine existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid and voluntary formation agreement of a JPA, an entity that by definition has no relation to matters of statewide concern. The bill is an attempt to intervene in a local matter that is best resolved at the local government level. If this bill becomes law, the Foothill Transit JPA could be at risk of being altered by state legislation at any time with the local governing agencies having no control in the matter.	Senate Committee on Governance & Finance	ACC-OC - Opposes	Oppose
ABX1 7	Nazarian	This bill would double the Cap and Trade revenues continuously appropriated to public transit from 15 percent to 30 percent. More specifically, these bills would increase the percentage of Cap and Trade revenues continuously appropriated to the Transit and Intercity Rail Capital Program, a competitive grant program administered by the California State Transportation Agency, from 10 percent to 20 percent; and would increase the percentage of Cap and Trade revenues continuously appropriated to the	This bill could provide additional state funding for Foothill Transit.	Assembly	CTA - Supports	Support Position Adopted 8/28/2015

2015 Legislation Summary

Current as of 10/13/2015

(Amendments and Bills with updated status or requesting action are indicated in **bold**)

Bill No.	Author	Analysis	Potential Impacts	Location	Outside Agency Positions	Recommended Position
		Low Carbon Transit Operations Program, which directs funding to transit operators via the existing State Transit Assistance (STA) program formula, from 5 percent to 10 percent.				
ABX1 8	Chiu/Bloom	This bill would increase the sales and use tax on diesel fuel from 1.75 percent to 5.25 percent, beginning July 1, 2016. This tax increase is expected to generate approximately \$300 million, which would be directed to support public transit's capital maintenance and expansion needs as well as operations needs. The revenue generated by this tax increase would be allocated to local public transit agencies annually, via the existing STA program formula, subject to the same STA mechanisms and allocation procedures.	This bill could provide additional state funding for Foothill Transit.	Assembly	CTA - Supports	Support Position Adopted 8/28/2015
ACA 4	Frazier	Existing law under the California Constitution requires the approval of 2/3 of the voters of the city, county, or special district voting on any new or increase of an existing tax. ACA 4 would provide that the imposition, extension or increase of a special tax by a local government for the purpose of providing funding for local transportation projects requires the approval of 55% of its voters voting on the proposition.	The new voter approval threshold could lead to more transportation and transit money and mean additional funding for Foothill Transit.	Assembly Committee on Appropriations	CTA - Support	Support Position Adopted 6/26/2015
SB 16	Beall	This bill is a comprehensive funding package that would dedicate \$3 billion-\$3.5 billion to transportation annually for the next five years and generate this new revenue by increasing several taxes and fees including the excise tax on gasoline by 10 cents in year one; the excise tax on diesel fuel by 12 cents in year one; the vehicle license fee by 35 percent over five years; the vehicle registration fee by \$35; create a new vehicle registration fee of \$100 for zero-emission vehicles; and repay transportation loans. SB 16 is the first of what is likely to be multiple transportation funding proposals put	This bill will assist Foothill Transit's commitment to safety by repairing long overdue maintenance needs of our local streets and roads and state highway system. We urge Senator Beall to include dedicated transit funding in this important bill.	Inactive File	CTA - Support	Support Position Adopted 5/29/2015

2015 Legislation Summary

Current as of 10/13/2015

(Amendments and Bills with updated status or requesting action are indicated in **bold**)

Bill No.	Author	Analysis	Potential Impacts	Location	Outside Agency Positions	Recommended Position
		forward by the Legislature, designed to address California's projected \$59 billion backlog of deferred maintenance on the state highway system, and roughly \$78 billion funding shortfall for maintenance of local streets & roads.				
SB 391	Huff	Specific sections of the penal code have long provided for the criminal prosecution of individuals who commit assault or battery against transit employees. Due to flexibility in current law, which provides for probation in place of jail time, most assailants avoid serious consequences. SB 391 would increase penalties for assaults committed against transit employees and to remove a provision in state law that allows assailants to escape jail time.	This bill will assist Foothill Transit in keeping our employees safe and require harsh penalties for those who may cause them harm.	Senate Committee on Public Safety	CTA, Metro - Support	Support Position Adopted 4/24/2015
SB 413	Wiechowski	Would amend the Public Utilities Code and the Penal Code to allow transit agencies to use an administrative process to cite and process minors in violation of specified prohibited acts (e.g. fare evasion, smoking where prohibited, unauthorized sale of goods) occurring on transit properties. Additionally, this proposal would make it a violation for failing to yield seating reserved for elderly and disabled individuals, and clarify what constitutes a noise violation on a transit property.	This bill would allow Foothill Transit to impose and enforce certain administrative penalties for passenger misconduct on or in a Foothill Transit facility or vehicle.	Signed by the Governor & Chaptered by the Secretary of State - 10/10/2015	CTA - Support	Support Position Adopted 4/24/2015
SB 508	Beall	Transit operators across the state are required to meet specified farebox recovery and operating cost criteria in order to be eligible to receive funds from the Transportation Development Act (called Local Transportation Fund dollars) and/or the State Transit Assistance (STA) program, if those funds are to be used for operating purposes. SB 508 would address the challenges posed by this rigid funding mechanism by creating more flexible farebox recovery and operating cost criteria, and by rationalizing the penalties for	This bill would allow Foothill Transit to continue to receive a certain amount of state transit funding in case of an agency economic or low ridership challenge.	Signed by the Governor & Chaptered by the Secretary of State - 10/9/2015	CTA - Support	Support Position Adopted 4/24/2015

2015 Legislation Summary

Current as of 10/13/2015

(Amendments and Bills with updated status or requesting action are indicated in **bold**)

Bill No.	Author	Analysis	Potential Impacts	Location	Outside Agency Positions	Recommended Position
		non-compliance.				
SB 767	DeLeon	Allows the Los Angeles County Metropolitan Transportation Authority (Metro) to exceed the 2% statutory limitation on local transactions and use taxes by 1%. Authorizes Metro to impose, by ordinance, an additional local, countywide, one-half-cent sales tax for a period to be determined by Metro. Requires Metro to adopt the ordinance and submit the proposal to the voters. Specifies that the ordinance only becomes operative if approved by two-thirds of the voters voting on the measure. SB 767 will attempt to address the funding shortfall of Measure R. Instead of seeking to extend Measure R, the author of this bill is authorizing Metro to propose to voters another half-cent sales tax. This new authorization would not contain the required projects of past measures, or the restrictions of past legislation, but is somewhat a "clean slate" from which Metro can build a new expenditure plan and funding prioritization.	This bill would provide a new operating funding source for Foothill Transit.	Signed by the Governor & Chaptered by the Secretary of State - 10/7/2015	Metro - Support	Support Position adopted 5/29/2015
SBX17	Allen	This bill would increase the sales and use tax on diesel fuel from 1.75 percent to 5.25 percent, beginning July 1, 2016. This tax increase is expected to generate approximately \$300 million, which would be directed to support public transit's capital maintenance and expansion needs as well as operations needs. The revenue generated by this tax increase would be allocated to local public transit agencies annually, via the existing STA program formula, subject to the same STA mechanisms and allocation procedures.	This bill could provide additional state funding for Foothill Transit.	State Senate	CTA - Support	Support Position Adopted 8/28/2015

2015 Legislation Summary

Current as of 10/13/2015

(Amendments and Bills with updated status or requesting action are indicated in **bold**)

Bill No.	Author	Analysis	Potential Impacts	Location	Outside Agency Positions	Recommended Position
SBX1 8	Hill	This bill would double the Cap and Trade revenues continuously appropriated to public transit from 15 percent to 30 percent. More specifically, these bills would increase the percentage of Cap and Trade revenues continuously appropriated to the Transit and Intercity Rail Capital Program, a competitive grant program administered by the California State Transportation Agency, from 10 percent to 20 percent; and would increase the percentage of Cap and Trade revenues continuously appropriated to the Low Carbon Transit Operations Program, which directs funding to transit operators via the existing State Transit Assistance (STA) program formula, from 5 percent to 10 percent.	This bill could provide additional state funding for Foothill Transit.	State Senate	CTA - Support	Support Position Adopted 8/28/2015
SCA 7	Huff	Would increase funding for transportation infrastructure by \$2.9 billion per year with an additional \$2.4 billion in one-time funds. The funding would come from: 1) End the diversion of more \$1 billion in transportation taxes every year. Spend this money on roads, highways and bridges; 2) Repay all outstanding transportation loans to the General Fund and direct that money to transportation improvements; 3) Make significant efficiency improvements at the State Department of Transportation; 4) Direct money from Cap and Trade funds that are related to fuel to fixing roads.	This bill will assist Foothill Transit's commitment to safety by repairing long overdue maintenance needs of our local streets and roads and state highway system.	Senate Committee on Transportation & Housing		Support Position Adopted 6/26/2015
SCAX1 1	Huff	SCA-7 was introduced during the 2015 regular legislative session. As a constitutional amendment, it is not subject to house of origin constraints or other hearing deadlines. SCAX1-1, an updated version of SCA 7, was introduced when the Governor called the first extraordinary session. Both measures ask the voters to approve a constitutional amendment to protect	This bill will assist Foothill Transit's commitment to safety by repairing long overdue maintenance needs of our local streets and roads and state highway system.	State Senate		Support Position Adopted 8/28/2015

2015 Legislation Summary

Current as of 10/13/2015

(Amendments and Bills with updated status or requesting action are indicated in **bold**)

Bill No.	Author	Analysis	Potential Impacts	Location	Outside Agency Positions	Recommended Position
		<p>transportation taxes by requiring them to be used for transportation purposes. Specifically, SCA 7 and SCAX1-1:</p> <p>Prohibit diverting any transportation taxes to the general fund. This will stop the diversion of \$1 billion in weight fees annually. Additionally, this provision would protect any future increase in Vehicle Registration Fees or any new fee on the use of a car in California, including fees on Zero Emissions Vehicles or a new Road User Charge, from being diverted to the state General Fund.</p> <p>Clarify that all Highway Users Tax Account HUTA funds must be used for transportation purposes. Currently, the state is getting \$100 million annually from HUTA funds that should be sent to the counties.</p> <p>Clarify that any proposed increase in Vehicle Licensing Fees above the current rate, must be used for the transportation purposes. The California Vehicle Licensing Fee is an ad valorem tax (property tax on cars) and is not protected under Article XIX. SCA 7 and SCAX1-1 would also protect any increase above the current Vehicle Licensing Fee from being diverted to the General Fund.</p> <p>SCA-7 was amended to include protections on boating and waterway fees and taxes from fuels. SCAX1-1 does not include this provision and is coauthored by 35 members of the Senate and Assembly.</p>				
H.R. 680	Blumenauer	Our transportation infrastructure is increasingly outdated and inadequate. In 2011, the Federal Highway Administration (FHA) estimated that over \$70.9 billion worth of repairs are needed merely to maintain safe bridges. Inflation and	A consistent, reliable and stable federal funding program would allow Foothill Transit and all U.S. transportation agencies and companies to budget for the long term.	House Committee on Ways and Means	APTA - Supports	Support Position Adopted 2/27/2015

2015 Legislation Summary

Current as of 10/13/2015

(Amendments and Bills with updated status or requesting action are indicated in **bold**)

Bill No.	Author	Analysis	Potential Impacts	Location	Outside Agency Positions	Recommended Position
		<p>increased fuel efficiency has led to declining gas tax receipts and the gas tax has lost nearly 40% of its purchasing power since it was last raised in 1993. The decline will continue as cars become more efficient and people drive less. Vehicle miles traveled per capita declined last year for the ninth year in a row. Because Congress has not addressed the Highway Trust Fund's (HTF) insolvency, the fund will be exhausted this summer and states will begin cutting back on projects. To maintain current funding levels, the HTF will need \$100 billion in addition to current tax receipts in the next five years. Failure to act will result in a 30% reduction in federal transportation spending over the next decade. The Update, Promote, and Develop America's Transportation Essentials (UPDATE) Act (Blumenauer (D-OR), would phase in a nickel a gallon tax increase over each of the next three years on gasoline and diesel that would be dedicated to public transportation and highway programs, index those taxes to inflation and examine ways to replace the taxes with a longer-term stable source of funding.</p>				



October 23, 2015

To: Executive Board

Subject: **Resolution Adopting Executive and Governing Board Meeting Schedule for 2016**

Recommendation

Adopt Resolution No. 2015-07 Executive and Governing Board Meeting Schedule for 2016.

Analysis

The schedule of Executive and Governing Board meetings and the annual meeting of the Governing Board are shown on the attached meeting schedule (**Attachment A**). Foothill Transit's JPA requires that meetings be fixed by resolution (**Attachment B**). Upon adoption, the resolution and meeting schedule will be filed with the JPA member cities and county.

In order to avoid conflicts on Good Friday, which will be on March 25, 2016, an Executive Board meeting has been scheduled for April 1, 2016. At times it may be necessary to modify the meeting schedule due to business issues that arise. Notification will be provided in a timely manner of any possible date or time changes and proper notifications will be issued.

Sincerely,

A handwritten signature in blue ink that reads "Christina Lopez".

Christina Lopez
Board Secretary

A handwritten signature in blue ink that reads "Doran J. Barnes".

Doran J. Barnes
Executive Director

Attachments



2016 Executive & Governing Board Meeting Calendar

January 2016

Friday, January 15 @ 8:00 a.m.	Executive Board Meeting
--------------------------------	-------------------------

February 2016

Friday, February 5 - 8:00 a.m. – 4:00 p.m.	Strategic Planning Workshop
Friday, February 26 @ 8:00 a.m.	Executive Board Meeting

March 2016

Friday, March 18 @ 7:45 a.m.	Governing Board Meeting
------------------------------	-------------------------

April 2016

Friday, April 1 @ 8:00 a.m.	Executive Board Meeting
Friday, April 29 @ 8:00 a.m.	Executive Board Meeting

May 2016

Thursday, May 12 @ 7:45 a.m.	Annual Governing Board Meeting & Executive Board Meeting
Friday, May 27 @ 8:00 a.m.	Executive Board Meeting

June 2016

Friday, June 24 @ 8:00 a.m.	Executive Board Meeting
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July 2016

Friday, July 29 @ 8:00 a.m.	Executive Board Meeting
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August 2016

Friday, August 26 @ 8:00 a.m.	Executive Board Meeting
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September 2016

Friday, September 30 @ 8:00 a.m.	Executive Board Meeting
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October 2016

Thursday, October 13 @ 7:45 a.m.	Governing Board Meeting
Friday, October 28 @ 8:00 a.m.	Executive Board Meeting

November 2016

November	No Meeting in November
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December 2016

Friday, December 16 @ 8:00 a.m.	Executive Board Meeting
---------------------------------	-------------------------

100 S. Vincent Ave., Suite 200 • West Covina, CA 91790 W foothilltransit.org P 626.931.7300 F 626.915.1143

MEMBER CITIES Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Puente, La Verne, Monrovia, Pasadena, Pomona, San Dimas, South El Monte, Temple City, Walnut, West Covina and Los Angeles County **A PUBLIC AGENCY**



RESOLUTION NO. 2015-07

A RESOLUTION OF THE EXECUTIVE BOARD OF FOOTHILL TRANSIT ADOPTING THE 2016 MEETING SCHEDULE

The Executive Board of Foothill Transit does resolve as follows:

1. Findings. The Executive Board hereby finds and declares the following:

A. The Joint Exercise of Powers Agreement governing Foothill Transit requires that the dates of the regular meetings of the Governing Board and Executive Board fixed by resolution.

B. It is most convenient and useful to the agency and its members to fix the dates of the regular meetings and of other significant meetings through the adoption of an annual schedule.

2. Action.

A. The Executive Board adopts the 2016 Executive and Governing Board Meeting Schedule attached as Attachment A.

3. Adoption. PASSED AND ADOPTED at a meeting of the Executive Board held on October 23, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

CAROL HERRERA, CHAIR

APPROVED AS TO FORM: DAROLD PIEPER, GENERAL COUNSEL

ATTEST: CHRISTINA LOPEZ, BOARD SECRETARY

By: _____

By: _____



October 23, 2015

To: Executive Board

Subject: **Proposed Procurement Policies and Procedures Manual Revisions**

Recommendation

Approve and adopt the proposed Procurement Policies and Procedures Manual Revisions.

Analysis

Foothill Transit has adopted procurement policies and procedures that are consistent with federal regulations and the laws of the State of California. The purpose of these policies and procedures is to set forth the procurement methods and establish standards for obtaining Goods and Services, including Public Works Construction Projects, and Architectural/Engineering services necessary for the delivery of Foothill Transit's service. These procedures include guidelines for the solicitation, award and administration of formally advertised contracts, as well as the consultant selection, negotiation, award and administration of competitively negotiated contracts.

The Executive Board adopted the current version of the Foothill Transit Procurement Manual in September 2013. The Procurement Manual documents Foothill Transit's procurement policies. As federal and state guidelines change, the Procurement Manual must sometimes be updated to reflect these changes.

Many of the proposed changes to the Foothill Transit Procedures reflect updates and clarifications set forth in FTA Guidance, or are spelling/grammar corrections and are not substantive nor do they affect existing Foothill Transit procedures. A redlined version of the policies and procedures manual is included as **Exhibit A**.

The following revisions to the Procurement Manual are recommended:

1. Procurement Method Threshold Changes

Procurement method threshold levels have not changed in the last six years (since 2009). New recommended thresholds described below adjust Foothill Transit levels to better reflect the landscape of vendors at these dollar levels of procurement, as well as the federal acquisition



threshold, which is currently at \$150,000. The recommended procurement method level changes is included as **Exhibit B**.

Goods and Services

- Raise the small purchase threshold from \$20,000 to \$75,000, i.e. IFBs and RFPs required to be issued for procurements over \$75,000. Foothill would retain the right to use IFB/RFP process if desired.

Change Orders

- Require only amendments that increase the cost of the contract (as opposed to changes in scope or changes in period of performance) are required to be taken to the Executive Director if over \$10,000 or under \$100,000.
- Require only amendments that increase the cost of the contract (as opposed to changes in scope or changes in period of performance) are required to be taken to the Executive Board if over \$100,000.

2. Delegation of Authority

Clarify Director of Procurement's ability to delegate approvals or activities to Procurement department staff.

3. Update Manual to reflect new State/Local Requirements

Update manual to include new state requirements for vendor registration for public works projects and other adjustments.

4. Update Manual to reflect current federal guidance

Update Foothill procurement manual to reflect language consistent with language in FTA Third Party Circular 4220.1F (Third Party Contracting Requirements).

5. General Clarifications to Procurement Policies and Spelling/Grammar Corrections

Provide general clarifications to unclear language in the manual, as well as correct minor spelling and grammatical errors that currently exist in the manual.



Budget Impact

The revisions to the Foothill Transit Procurement Policies and Procedures Manual will not impact the organization's budget.

Sincerely,

A blue ink signature of Jarrett Stoltzfus, consisting of several fluid, connected strokes.

Jarrett Stoltzfus
Director of Procurement

A blue ink signature of Doran J. Barnes, featuring a large, prominent loop at the beginning and several smaller loops and strokes.

Doran J. Barnes
Executive Director



Foothill Transit
Going Good Places

**Procurement
Policies and Procedures
Manual**

~~August 2013~~ October 2015

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INTRODUCTION

Foothill Transit has major responsibilities, which include the operation of a public transportation system and the planning, design and programming of transportation projects. All contracts are awarded by Foothill Transit by its own procurement office, which is responsible for identifying the needs of Foothill Transit and originating the procurement package for supplying those needs.

Foothill Transit receives funding from both the Federal government and the state. Therefore, Foothill Transit adopts procurement policies and procedures that are consistent with Federal regulations and the laws of the State of California. These procedures apply to all procurements irrespective of the source of the funds. Specific requirements for procurements funded by the Federal Transit Administration are so identified. These procedures apply to any revenue contract whose primary purpose is to either generate revenues in connection with a transit-related activity, or to create business opportunities utilizing a Federal Transit Administration-funded asset.

The purpose of these policies and procedures is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, and Architectural/Engineering services necessary for the operation of Foothill Transit's transit service. ~~These procedures include guidelines for the solicitation, award and administration of formally advertised contracts, as well as the consultant selection, negotiation, award and administration of competitively negotiated and Architectural/Engineering contracts.~~ These procedures include guidelines for the solicitation, negotiation, award or selection, and administration of all contracts.

The procurement procedures are designed to:

- Instill public confidence in the procurement process of Foothill Transit.
- Ensure fair and equitable treatment for all vendors who seek to deal with Foothill Transit.
- Ensure maximum open and free competition in the expenditure of public funds.
- Provide the safeguards to maintain a procurement system of quality and integrity.

The methods by which the foregoing are implemented are described in detail in the remainder of this document and the attachments hereto.

The procurement process is ongoing throughout the fiscal year. During budget preparation, each department head should identify, to the extent possible, all goods and services that will need to be procured during the upcoming fiscal year (July 1 - June 30).

CHAPTER I - LEVELS OF APPROVAL

For all-most procurements, with the exception of those using the informal process, there are two phases of the process that need to be approved:

- Issuance of the solicitation document
- Contract award

Procurements that occur as the result of a micropurchase or small purchase, or through the use of cooperative purchasing agreements such as the California Multiple Award Schedule (CMAS), or through a sole source do not utilize this process.

In this chapter the levels set forth apply to both the approval of the issuance of the solicitation document and the approval of the resulting contract.

A. Goods and Services

Procurements of services, supplies, or other property, with the exception of Architectural and Engineering services and public works/construction projects.

<i>Price Threshold</i>	<i>Method of Procurement</i>	<i>Required Approval Level</i>
Less than \$5,000*	Micro Purchase	Department Directors
\$5,000-\$20,000**	Small Purchase	Department Directors
<u>\$20,000-\$75,000</u>	<u>Small Purchase</u>	<u>Executive Director</u>
<u>\$75,000-\$100,000</u>	<u>RFP or IFB</u>	<u>Executive Director</u>
Greater than \$100,000	RFP or IFB	Executive Board
*Less than \$3,000 when Federal Funds are used. **\$3,000 - \$20,000 when Federal Funds are used.		

<i>Price Threshold</i>	<i>Method of Procurement</i>	<i>Required Approval Level</i>
Less than \$5,000*	Micro Purchase	Department Directors
\$5,000-\$20,000**	Small Purchase	Department Directors
\$20,000-\$100,000	RFP or IFB	Executive Director
Greater than \$100,000	RFP or IFB	Executive Board
*Less than \$3,000 when Federal Funds are used. **\$3,000 - \$20,000 when Federal Funds are used.		

Please note that Department Directors are not authorized to delegate their approval authority.

B. Architectural and Engineering Services

Procurement of professional consultants for engineering, architectural, land surveying or other support services, such as program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services as it relates to research, planning, development, design, construction, alteration, or repair of real property. Procurement of professional consultants for engineering, architectural, land surveying or other support services, such as program management, construction management, feasibility studies, preliminary engineering and design which require performance by a registered or licensed architect or engineer.

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<i>Price Threshold</i>	<i>Method of Procurement</i>	<i>Required Approval Level</i>
Less than \$10,000	RFQP	Director of Facilities
\$10,000 - \$100,000	RFQP	Executive Director
Greater than \$100,000	RFQP	Executive Board

C. Public Works/Construction Projects

Procurements of labor and/or materials for construction or public works projects.

For the purposes of this section, public works are defined in Article 3.5 of the California Public Contract code, which requires that any public works project over \$6,500 be competitively bid. Public works include construction of any facility or repair to any building but do not refer to the definition of Public Works in California Labor Code 1720.

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<i>Price Threshold</i>	<i>Method of Procurement</i>	<i>Required Approval Level</i>
Less than \$6,500	Small Purchase	Director of Facilities
\$6,500 - \$100,000	IFB	Executive Director
Greater than \$100,000	IFB	Executive Board

D. Sole Source

Procurement accomplished through solicitation or acceptance of a proposal from only one available source or solicitation of a number of sources in which competition is determined inadequate.

<i>Price Threshold</i>	<i>Method of Procurement</i>	<i>Required Approval Level</i>
<u>Less than \$20,000</u>	<u>Sole Source</u>	<u>Department Directors</u>
\$20,000-\$100,000	Sole Source	Executive Director
Greater than \$100,000	Sole Source	Executive Board

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E. Change Orders and Amendments

Except as provided below, any amendments and/or individual change orders will be approved at the same price threshold as the underlying contract (e.g., a change order of between \$10,000 and \$100,000 must be approved by the Executive Director; a change order of over \$100,000 must be approved by the Executive Board.) When the cumulative value of all amendments or change orders to a contract exceeds \$10,000, all future individual amendments or change orders that increase the cost for that contract must be approved by the Executive Director. When the cumulative value of all amendments or change orders to a contract exceeds \$100,000, all future individual amendments or change orders that increase the cost for that contract must be approved by the Executive Board (e.g., if there have been four change orders for a contract totaling \$90,000, and there is a fifth change order for \$10,000, the fifth change order and all future change orders must be approved by the Executive Board.) For contracts with a value of over Five Million Dollars (\$5,000,000), the Executive Director is authorized to approve individual change orders with a value equal to five percent (5%) or less. When the cumulative value of all change orders for such contracts exceeds five percent (5%), all future individual change orders for that contract must be approved by the Executive Board.

F. Delegations

Except as otherwise provided in these procedures and specifically in this Chapter related to levels of approval, all rights, powers, duties and authorities relating to the procurement of supplies, services and construction vested in the Executive Director are hereby delegated to the Deputy Executive Director. Except as provided in these procedures, all rights, powers, duties and authorities delegated to the Deputy Executive Director are, in turn, delegated to the Director of Procurement.

The Director of Procurement may delegate approval to the Director's staff as necessary. However, approvals allowed only to the Executive Director, Deputy Executive Director or the Director of Procurement may not be delegated.

The Executive Board is specifically authorized to execute approval authorized at any level.

The Executive Director and/or the Deputy Executive Director are specifically authorized to execute approvals delegated to the Director of Procurement.

CHAPTER II – POLICIES

Foothill Transit is governed by a five-member Executive Board. Among other duties, Foothill Transit's Executive Board is responsible for establishing policies which guide the operation of Foothill Transit. It is in that capacity that the Board adopted a set of procurement policies. These policies serve as a base upon which procurement procedures can be developed.

Foothill Transit's Board has adopted related policies which serve to guide procurement activities. Those policies are summarized in this Section.

A. Revision of Procurement Procedures

The Director of Procurement is responsible for updating and clarifying these procurement procedures on an as-needed basis. All substantive changes to procurement policies shall be reviewed and approved by the Executive Board.

B. Standards of Conduct and Conflict of Interest Policies

There will be uniform and equitable application of the Standards of Conduct of Foothill Transit involving all activities associated with the procurement of goods and services. This section defines responsibility to identify and prevent a real or apparent conflict of interest.

1. Conflict of Interest

~~No Executive Board member, employee of Foothill Transit, nor any of his or her immediate family, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved.~~ No Executive Board Member or employee of Foothill Transit shall participate in the selection, or in the award or administration of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict is determined in accordance with the Conflict of Interest Code adopted by the Foothill Transit Executive Board. Such a conflict would arise when any of those previously listed has a financial or other interest in the firm selected for award. In cases where there may be a benefit, either direct or indirect, there is a responsibility to report in writing such benefit to the Executive Board. If anyone fails to report such benefit, he or she will be subject to any disciplinary proceeding deemed appropriate by the Executive Board, including possible dismissal.

Executive Board members and employees of Foothill Transit shall be subject to the conflict of interest laws of the State of California. Anyone who violates the standards of the law shall be subject to the penalties, sanctions or other disciplinary actions provided for therein.

2. Gratuities, Kickbacks, and Contingent Fees

No Executive Board member nor employee of Foothill Transit shall solicit, demand or accept from any person, contractor or potential contractor, or potential subcontractors, anything of a monetary value, including gifts, gratuities and favors except as the receipt and reporting of gifts is permitted by The Political Reform Act (Government Code Section 81000, *et seq.*). Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by Foothill Transit, including possible dismissal.

3. Confidential Information

No Executive Board member nor employee of Foothill Transit shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to them by blood, marriage, or by common commercial or financial interest. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by Foothill Transit, including possible dismissal.

4. Organizational Conflict of Interest

Each entity that enters into a contract with Foothill Transit is required, prior to entering into such contract, to inform Foothill Transit of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when any of the following circumstances arise:

- a. Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to Foothill Transit due to other activities, relationships, contracts, or circumstances.
- b. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c. Biased Ground Rules. During the conduct of an earlier procurement or contract, the contractor has participated in establishing the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

C. Purchasing Policies

1. Equal Employment Opportunity/Affirmative Action

All procurement documents issued by Foothill Transit require all interested vendors to certify:

- a. That the vendor does not discriminate against any employee or applicant for employment, because of race, religion, sex, age, creed, color, disability or national origin;
- b. That the vendor is in compliance with all Executive Orders and Federal, State and local laws regarding fair employment practices and non-discrimination in employment; and
- c. That the vendor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

2. Disadvantaged Business Enterprise

a. General Policy

The Executive Board of Foothill Transit has determined as a matter of policy that whenever Federal funds are used to support a procurement, disadvantaged business enterprises (DBEs), as defined in 49 C.F.R. Part 26, shall have the opportunity to compete fairly for contracts financed in whole or in part with Federal funds. Accordingly, and as required by 49C.F.R. Section 26.13, each prime contract signed by Foothill Transit (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Foothill Transit deems appropriate.

b. Contract Goals

Foothill Transit's DBE Liaison Officer shall be responsible for determining whether to establish a DBE goal for each Federally-

assisted contract. The setting of DBE contract goals shall be consistent with the provisions of 49 C.F.R. §§ 26.51(c) through (f).

c. Contractor Compliance

Proposers and bidders must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in the proposed contract and/or subcontracts. If a proposer or bidder qualifies as a certified DBE or is joint venturing with a certified DBE, a copy of the DBE certification(s), and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the contract held by a joint venturer DBE must be submitted with its proposal or bid. If a proposer or bidder intends to utilize DBE subcontractors, it must identify the subcontractors in its proposal or bid and set forth the percentage value of the work to be performed by the subcontractors utilizing the "Designation of Subcontractors" and "Designation of DBE Subcontractors" forms which are included with each invitation for bids or request for proposals, as appropriate.

In the event that Foothill Transit has established a DBE goal for a contract, each proposer or bidder must, prior to contract award, document that it has obtained sufficient DBE participation to meet the contract's goal or document that it has made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. In instances in which DBE subcontractors are utilized to meet a contract goal, a successful proposer will be required to submit documentation with its initial proposal as a matter of responsibility and a bidder will be required to submit documentation with its sealed bid as a matter of responsiveness. In addition to the information on the "Designation of DBE Subcontractors" form, this documentation must include (1) written documentation of the proposer's or bidder's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the contract.

d. Good Faith Efforts

When a proposer or bidder indicates that it cannot meet a contract goal, its submitted documentation must also include evidence of good faith efforts undertaken by the proposer or bidder to achieve DBE participation sufficient to meet the goal. For purposes of determining the adequacy of those efforts Foothill Transit shall be guided by Appendix A to 49 C.F.R. Part 26.

e. Tracking Participation

Foothill Transit shall require contractors to submit monthly reports identifying payments made to DBE firms.

3. Veterans Employment. Contractors working on a capital project funded using Federal assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 U. S. C2108) who have the requisite skills and abilities to perform the construction work required under the contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

4. Cooperative Procurement

When circumstances warrant, Foothill Transit may attempt to fill requirements through a cooperative purchasing agreement with the State of California, the County of Los Angeles, or with other appropriate public or private cooperative procurement agencies.

5. Open Competition Required

All procurement transactions will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- a. Unreasonable requirements placed on firms in order for them to qualify to do business.
- b. Unnecessary experience and excessive bonding requirements.
- c. Noncompetitive pricing practices between firms or between affiliated companies.
- d. Noncompetitive award to any person or firm on retainer contracts.
- e. The specification of only a brand name product without listing its salient characteristics and not allowing an equal product to be offered.
- f. Exclusionary or discriminatory specifications.
- g. Any arbitrary action in the procurement process.

~~For each procurement, the Director of Procurement will prepare a memorandum indicating that the level of experience and bonding required for each contract is appropriate for the contract in question, and justifying the experience and bonding requirements for the contract. The Director of Procurement will ensure that~~

~~memorandum is included in the procurement file. In addition, The~~ Director of Procurement will monitor each procurement and document all of the steps taken during the procurement to ensure that there are no arbitrary actions taken during the procurement process, and that each solicitation document includes all requirements expected of bidders or offerors.

6. Efficient and Economic Purchases

The Director of Procurement will review all proposed procurements to ensure that that there are no purchases of unnecessary or duplicative items; and to determine whether it is necessary and/or appropriate to consider consolidating or breaking out procurements to obtain more economical purchases. The Director of Procurement will, in consultation with the Director of Finance, examine major procurements to determine if it is in Foothill Transit’s best interest to enter into a capital lease rather than to make a purchase.

7. Public Records Act

Ownership of Records – All Proposals or Bids received in response to Requests for Proposals become the exclusive property of Foothill Transit, except questionnaires and/ or financial statements submitted as part of a proposal, in accordance with California Public Utilities Code § 99154. Such questionnaires and financial statements shall be returned to Proposers not selected for contract award by Foothill Transit within thirty (30) days after approval of award to the successful proposer by Foothill Transit’s Executive Board.

Marking of Documents, -- Proposers and Bidders shall clearly designate and mark information deemed confidential, proprietary, or trade secret consistent with applicable California law. Proposals or Bids that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification will not be sufficient and shall not bind Foothill Transit in any way whatsoever.

Public Records, -- At such time as a contract is awarded by Foothill Transit, all Proposals or Bids submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal which are: (i) trade secrets as that term is defined in California Government Code § 6254.7(d) and which are so marked as trade secret, confidential, or proprietary; and (ii) any questionnaires and/or financial statements required and deemed to not be public records and not open to public inspection pursuant to California Public Utilities Code § 99154. Foothill Transit will not disclose information marked proprietary, confidential or trade secret unless required to do so by law or legal process; provided, however, Foothill Transit may disclose such information to its legal and financial advisors as it deems necessary or appropriate. Foothill Transit shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including,

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~~without limitation, those so marked as confidential, proprietary, or trade secret, if disclosure is deemed required by law or by an order of a court.~~

~~All proposals received in response to Requests for Proposals (RFP) become the exclusive property of Foothill Transit. At such time as a contract is awarded by Foothill Transit, all proposals submitted in response to RFPs shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." Foothill Transit shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Proposals that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification may be found technically unacceptable.~~

~~All bids received in response to Invitation for Bids (IFB s) become the exclusive property of Foothill Transit. At such time as Foothill Transit publishes its Executive Board Agenda containing a recommended action concerning a contract award or at such time as Foothill Transit notifies a successful bidder if Board approval is not required, all bids submitted in response to IFBs shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each bid which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." Foothill Transit shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Bids that indiscriminately identify all or most of the Bid as exempt from disclosure without justification may be found technically unacceptable.~~

~~All bids will be posted on the Foothill Transit website at the same time that all bidders are notified of Foothill Transit's proposed award of a contract to the lowest responsive and responsible bidder.~~

8. Term Limitations—Rolling Stock Procurements

The Director of Procurement will ensure that the term of rolling stock procurements, including the exercise of options, funded with Federal funds will not exceed five (5) years.

9. Revenue Contracts

With the exception of lease agreements for certain portions of its Administrative Headquarters Facility, Foothill Transit does not enter into any revenue producing contracts. Contracts with local municipalities, wherein, Foothill Transit is

reimbursed for goods and/or services provided are not considered revenue contracts.

10. Escrow/Surety Deposits

When it becomes necessary for Foothill Transit to place funds in excess of \$500,000 into an escrow account or other form of performance security for the purchase of land, buildings and other major assets, Foothill Transit will require the agency holding and or requesting these funds to guarantee interest earning at a minimum rate equal to 80% of the current LA IF rate. In the event this rate cannot be guaranteed Foothill Transit will: 1) guarantee payment within four working days from the day the funds are requested. In the event Foothill Transit fails to fulfill this guarantee, Foothill Transit will compensate all related parties to the transaction for actual costs incurred because payment was received after the four working days; 2) Secure a certificate of deposit (CD) in Foothill Transit's name in the amount of the required escrow/security deposit and surrender the CD to the agency requiring the deposit; or 3) Select an escrow agent that will guarantee Foothill Transit an interest earning rate that is acceptable based on the terms and conditions at the time of the purchase. It will be at Foothill Transit's option to select option 1, 2, or 3.

D. Procurement History

An accurate written account of each procurement will be maintained by the Procurement Department, and the Director of Procurement will ensure that it is included in the official procurement file. The Project Manager will complete a Procurement Initiation Form (see page i) for each procurement action, including new procurements and all contract amendments, to initiate the procurement process. A record of procurement actions, i.e. Procurement History, will be initiated for all Invitation for Bids, Request for Proposals and Request for Qualifications, and Sole Source procurements. Each Procurement history documentation will be updated as a procurement progresses and will be retained as a historical record of the procurement. Procurement history includes, but is not limited to:

1. Rationale for the Method of Procurement

The type of procurement to be used for a given project will be determined at the outset of the project through consultation between the Project Manager and the Director of Procurement. A written justification for the procurement type selected will be developed including a completed "Method of Procurement Matrix" (see page iii) set forth below.

2. Contract Type

The rationale for selecting the type of contract, fixed price or cost reimbursement, will be developed by the Project Manager, Director of Procurement and legal counsel, and will be recorded by the Director of Procurement.

3. Contractor Selection

Reasons for contractor selection or rejection will be fully documented, including, but not limited to, evaluation criteria, responsiveness to the requirements of the solicitation, responsibility, or cost. The Director of Procurement will fully document the selection process.

4. Cost or Price Evaluation

The cost of potential contracts will be evaluated and documented by the Project Manager, and compared to the Independent Cost Estimate required under Chapter III, Subchapter N. The Director of Procurement will ensure that a cost or price analysis as required under Chapter III, Subchapter O is completed. The Director of Procurement will ensure that appropriate documentation is included in the procurement file.

CHAPTER III – PROCUREMENT PROCEDURES

Subchapter A - Procurement by Micro-Purchases

A micro purchase is a procurement for goods or services (excluding public works projects) that total \$5,000 or less, (\$3,000 or less when Federal Funds are used). Purchases below \$5,000, (\$3,000 or less when Federal Funds are used) ~~shall~~ may be made without obtaining competitive quotations if it is determined by the Department Director that the price is fair and reasonable. The splitting of procurements to avoid competition is prohibited, and the Director of Procurement will review all micro purchases to ensure that prohibited splitting of procurements has not taken place. The Department Director will document how this determination was derived on the Purchase Order, if a Purchase Order is required. Micro-purchases must be distributed equitably among qualified suppliers.

Subchapter B - Small Purchases

For procurements between \$5,000 and \$20,000, (\$3,000 to \$20,000 when Federal Funds are used) (public works construction projects valued at \$6,500 or less can be procured through the small purchase process), written quotations from three (3) vendors are required. Oral quotes will be accepted with written confirmation required. The responsibility for soliciting quotations rests with the Department Director. Appropriate documentation, including a list of the vendors contacted, the quotes received, and a statement by the Department Director that a determination has been made by the Department Director that the price is fair and reasonable shall be included with the Purchase Order. If the lowest bidder is not chosen, the documentation will include justification for the selection of other than the lowest bidder. Foothill Trans it may not divide or reduce the size of a procurement to avoid additional procurement requirements applicable to larger acquisitions.

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Subchapter C - Invitation for Bids (IFB)

A. General

The Invitation for Bids (IFB) competitive procurement process is used for public works/construction projects, and, if appropriate, purchases of goods and services whose cumulative value will exceed \$20,000. The IFB process is coordinated by the Director of Procurement.

B. Use

The IFB method of procurement is employed when all of the following apply:

1. A clear and accurate description of the technical requirements for the material, product, or service to be procured is available in a manner that provides for full and open competition.
2. Two or more responsible suppliers are willing and able to compete effectively for the contract.
3. The procurement lends itself to a firm, fixed-price contract. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.
4. Selection of the successful bidder can be made on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken.
5. Discussions with one or more bidders after bids have been submitted are expected to be unnecessary because award of the contract will be made based on price and price-related factors alone.

C. Scope of Work and Specifications

The Project Manager shall provide the Director of Procurement with the scope of work and specifications for each solicitation. The following general rules apply to scopes of work and specifications:

1. A common basis for bidding must be provided. Specifications and scopes of work should set out the minimum essential characteristics and standards of the items or services to be procured. Whenever possible, the expected

quality of services to be provided or the performance characteristics of the item should be specified.

2. Specifications and scopes of works should not call for features or quality levels which are not necessary to meet the bid requirements.
3. All optional items should be identified by the Project Manager, and the solicitation documents should set forth the expected needs and the manner in which the related bid prices will be considered.
4. In order to foster free and open competition, specifications may not require a "brand name" product without allowing an "or equal" product to be offered. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the goods or services required, a "brand name or equal" description may be used to define the performance or other salient characteristics of the goods or services sought. The specific features or salient characteristics of the named brand which must be met by offerors of "an equal" bid must be clearly stated.
5. Because standard specifications and requirements allow for more efficient operations and result in lower prices, they should be used wherever suitable. Maximum use should be made of industry, Federal, State and local government specifications and requirements.

D. Issuance of IFB

For any project that is estimated to cost over \$100,000, the Executive Board must approve the issuance of an Invitation for Bids (IFB). The Project Manager shall prepare the Board Report seeking authorization to issue the IFB. All IFBs will be prepared by the Procurement Department, will be advertised on Foothill Transit's web-site, and, must be published in a newspaper of general circulation, including, but not limited to trade publications, in sufficient time prior to the date set for bid closing. The notice must include the following minimum information:

1. A general description of the services or goods to be purchased.
2. Where to receive an IFB.
3. The location, day and time of the Pre-Bid Conference (If one is scheduled).
4. The location, last day and hour bids will be accepted (deadline).
5. Bid Acceptance Period.
6. Whether Federal funds are being used for the procurement.

E. IFB Packet

The Director of Procurement or designee will coordinate the release of the IFB packet. The IFB packet will include the following:

1. Instructions To Bidders – General instructions concerning the bid format, pre-contractual expenses, contract conditions, pre-bid conferences, and other information including language stating that because bids can at times be ambiguous, Foothill Transit reserves the right to request additional information before making an award and also reserves the right to seek clarification from any bidder about any statement in its bid that Foothill Transit finds ambiguous.
2. Submittal Documents – Required forms to be complete by the bidder and submitted with the bid.
3. Exhibits - These can be documents which display key facts, specifications, maps, report formats, and other important information to clearly define the goods or services needed in order for the bidders to properly respond to the IFB.
4. General Terms and Conditions.
5. Special Terms and Conditions – Provisions unique to each IFB, if applicable, will be included (e.g., special terms of the resulting contract; any modifications to general terms and conditions; milestones; and special payments procedures).

F. Control Record

1. A control record will be maintained by the Procurement Department as IFB packets are distributed to prospective bidders. The control record profiles the following information:
 - a. Date and time IFB packets are distributed.
 - b. Names and addresses of bidders receiving bid invitations and attending pre-bid conferences.
2. The control record has two primary purposes:
 - a. Serves as a mailing list for the issuance of addenda.
 - b. Provides a record for verification in cases of vendor protests and other issues.

G. Pre-Bid Conference

A pre-bid conference may be used as a means of briefing prospective bidders and explaining specifications and requirements to them as early as possible after the invitation has been issued and before the bids are opened. The pre-bid conference will not be used as a substitute for amending a defective or ambiguous invitation. Unless otherwise specified in the IFB documents, attendance by potential bidders is not mandatory. Minutes of the conference and the list of attendees will be issued to prospective bidders.

The pre-bid conference shall be chaired by the Director of Procurement or designee, and shall follow the format below:

1. Discussion on basic requirements such as instructions to the bidders, funding, contract type, and specific points that should be addressed in each proposal.
2. Discussion on the participation requirements for disadvantaged business enterprises (DBE), if applicable.
3. Discussion on the scope of work and have the Project Manager available to answer technical questions.
4. Provide project schedule.

H. Addendum to Invitation for Bids

If after issuance of an IFB, but before the time set for opening of bids, it becomes necessary to make changes in quantities, specifications, opening dates, etc., or to correct or clarify a defective or ambiguous IFB, such changes shall be accomplished by the issuance, in writing, of an addendum to the IFB. Before issuing an addendum to an IFB, the period of time remaining until the time set for bid submittal and the need for extending this time must be considered. Where only a short time remains, consideration should be given to notifying prospective bidders of an extension of time by email, facsimile or telephone. Such notification should be confirmed in the addendum. The addendum shall be sent to each prospective bidder to whom the IFB was furnished or to any prospective bidder who attended any site visit and/or pre-bid conference and shall provide:

1. Addendum number and date.
2. Number, date and the title of the IFB concerned.
3. Clearly stated changes made in the IFB and the extension of the opening date, if applicable.
4. Instructions to bidders for acknowledging receipt of the addendum and information concerning the effect of failure to acknowledge and return the addendum.

I. Cancellation of IFB

Invitations for bids shall not be canceled unless cancellation is clearly in Foothill Transit's interest (i.e., where there is no longer a requirement for the material or service, or where amendments to the invitation would be of such magnitude that a new invitation is desirable). When an invitation is canceled, bids which have been received shall be returned unopened to the bidders and a notice of cancellation shall be sent to all prospective bidders to whom invitations for bids were issued.

The notice of cancellation shall identify the invitation for bids; briefly explain the reason the invitation is being canceled; and, where appropriate, assure prospective bidders that they will be given an opportunity to bid on any re-solicitation of bids or any further requirements for the type of material or service involved.

If the invitation for bids is canceled before the time for bid openings, this fact shall be recorded in the control file, with a statement of the number of entities invited to bid and the number of bids received.

J. Receipt of Bids

Bids shall be submitted so as to be received at the location designated in the invitation for bids not later than the exact time set for the receipt of bids. The only acceptable evidence to establish the time of receipt at Foothill Transit's offices is the time/date stamp of Foothill Transit, which shall be placed on the bid wrapper immediately upon receipt. The Foothill Transit staff person receiving the bid shall sign the exterior of the bid package to verify the date and time received and person receiving the bid. The timelines of bids is the sole responsibility of the bidder. Bids received after this specified date and time shall be considered late and shall not be considered for evaluation. Late Bids shall be returned to the sender unopened.

K. Withdrawal of Bids

Any bidder may withdraw their bid, either personally or by written request, received by Foothill Transit, at any time prior to the time fixed for the receipt of the bids. Negligence on the part of Bidders in preparing their bid confers no right of withdrawal of their bid after such bid has been opened. No bid may be withdrawn for the time period specifically set forth in each invitation for bids.

L. Bid Opening

Upon receiving the bids, it is the Director of Procurement or designee's responsibility to record their receipt and keep them unopened and secure, except as stated below.

Prior to bid opening, information concerning the identity and number of bids received shall be made available only to Foothill Transit representatives who have a proper need for such information, as determined by the Director of Procurement.

Unidentified bids may be opened solely for the purpose of identification and then only by the Director of Procurement. If a sealed bid is opened by mistake or for purposes of identification, the Director of Procurement shall immediately write on the envelope an explanation of the opening, the date and time opened, the invitation for bid number, and their signature. Bids opened by mistake or for identification purposes shall be resealed in the envelope and no information contained therein shall be disclosed prior to the public bid opening.

The Director of Procurement or designee shall decide when the time set for bid opening has arrived and shall so declare to those present.

All bids received prior to the time set for receipt shall then be publicly opened and when practical, read aloud by the Director of Procurement or designee to the persons present. The bids received shall be recorded. If it is impractical to read the entire bid, as where many items are involved, the total amount of the bid shall be read.

A second Foothill Transit representative shall be present to witness the opening and reading of the bids and, along with the Director of Procurement or designee, shall sign the recording document to verify its accuracy.

The original of each bid shall be carefully safeguarded, particularly until the abstract of bids has been made and its accuracy verified.

The original bid form shall not be allowed to pass out of the hands of the Department. The original bids may not be removed from the Procurement Department office except for official review and evaluation by Foothill Transit legal counsel. A copy of each bid must be maintained in Foothill Transit's procurement files in lieu of such originals for the interim period.

All bids will be open to public review in accordance with the provisions of Paragraph C. 6 of Chapter I, and will be posted on the Foothill Transit website at the same time that all bidders are notified of Foothill Transit's proposed award of a contract to the lowest responsive and responsible bidder. All bids, including attachments and envelopes, shall be retained for the official files.

M. Recording of Bids

The invitation for bid number, bid opening date and time, general description of the procurement item, names of bidders, prices bid, and any other information required for bid evaluation, shall be entered on the official Foothill Transit record and shall be available for public inspection. When the items are too numerous to warrant the recording of all bids completely, an entry shall be made of the invitation number, opening date and time, general description of the procurement items, and the total price bid where definite quantities are involved.

The official record shall be completed as soon as practical after bids have been opened and read aloud. The Director of Procurement shall be responsible for maintaining files of these records and abstracts and will post the tabulation of bids on the Foothill Transit website within 48 hours a reasonable time period after bid opening.

The file of the invitation for bids shall show the distribution that was made and the date thereof. The names and addresses of prospective bidders requesting the invitation for bids who were not included on the original solicitation list shall be added and made a part of the record.

N. Tabulation of Bids

Bids shall be evaluated on the basis of responsiveness and responsibility indicated in the Invitation for Bids. Award shall be made to the bidder submitting the lowest bid, unless Foothill Transit determines that the bid is not responsive and/or the bidder is found to be not responsible.

O. Mistakes in Bids

1. General. Technicalities or minor irregularities in bids are waived if the Director of Procurement determines that it shall be in Foothill Transit's best interest. The Director of Procurement shall either give a bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or waive the deficiency if it is to Foothill Transit's advantage to do so.
2. Mathematical Errors. Errors in extension of unit prices or in mathematical calculations shall be corrected by Foothill Transit prior to award. In all cases of errors in mathematical computation, the unit prices shall not be changed.
3. Mistakes Discovered Before Opening. A bidder can correct mistakes discovered before the time and date set for bid opening by withdrawing the original bid and submitting a new bid prior to the time and date set forth for bid opening.

4. Confirmation of Bid. If the Director of Procurement knows or has reason to conclude that a mistake has been made, the bidder shall be requested to confirm the bid. Situations in which confirmation will be requested include obvious, apparent errors on the face of the bid, or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bid will be corrected or withdrawn if any of the following conditions are met:
 - a. If the mistake and the intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and must not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
 - b. A bidder will be permitted to withdraw a low bid if:
 - i. A mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - ii. The bidder submits proof of evidential value, which clearly and convincingly demonstrates that a mistake was made.
 - c. Determination Required. When a bid is corrected or withdrawn, or correction or withdrawal is denied, the Director of Procurement shall prepare a determination showing that the relief was granted or denied.

P. Minor Irregularities in Bids

1. A minor irregularity is one which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation in a bid from the exact requirement of the solicitation. If such a situation exists, the correction of the irregularity or waiver of the requirement will be made if it would not be prejudicial to other bidders.
2. A defect or variation in a bid is considered immaterial and inconsequential when its significance as to price, quantity, quality or delivery is trivial.
3. The Director of Procurement shall either give the bidder an opportunity to cure any deficiency resulting from minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of Foothill Transit.

Q. Multiple or Alternate Bids

Unless multiple or alternate bids are requested in the solicitation, these bids will not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder. These

provisions shall be set forth in the solicitation and, if multiple or alternate bids are allowed, it shall specify their treatments.

R. Analysis of Limited Bid Response

If less than three bids have been received, the Director of Procurement may examine the reasons for the small number of bids received. The purpose of this examination is to ascertain whether the small number of responses is attributable to an absence of any of the prerequisites of formal advertising. A price or cost analysis may be performed to establish the reasonableness of the bid price before an award is made.

S. Determination of Responsiveness

1. Any bid which fails to conform to the essential requirements of the invitation for bids, such as specifications, delivery schedule, warranty, or the required bid documents, shall be rejected as non-responsive.
2. A bid shall be rejected when the bidder imposes conditions, ~~which that~~ modify requirements of the invitation for bids. Bids may be rejected in cases, including but not limited to those in which the bidder:
 - a. Attempts to protect itself against future changes in conditions such as increased costs, if a total price to Foothill Transit cannot be determined for bid evaluation.
 - b. Fails to state a price and in lieu thereof states that price shall be "price in effect at time of delivery."
 - c. States a price but qualifies such price as being subject to "price in effect at time of delivery."
 - d. Where not authorized by the invitation for bid, conditions or qualifies the bid by stipulating that the bid is to be considered only if, prior to date of award, bidder received (or does not receive) award under a separate procurement.
 - e. Limits rights of Foothill Transit under any contract clause.
 - f. Fails to comply with all of the requirements of the IFB.
 - g. Fails to furnish a bid bond in accordance with the requirement of the invitation for bids.
3. The originals of all rejected bids, and any written findings with respect to such rejections, shall be preserved in the file relating to the procurement.

4. After submitting a bid, if a bidder transfers all of his assets or the part of his assets related to the bid during the period between the bid opening and the award, Foothill Transit may accept or reject the bid at its sole discretion.

T. Responsible Bidder Evaluation

1. Before awarding the contract, Foothill Transit shall determine that a prospective contractor is responsible and that prices are reasonable. Bidders may be asked to provide any information required to determine the responsibility of the bidder. A responsible bidder is one who meets the standards set forth below:
 - a. Has adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
 - b. Has a satisfactory record of integrity and business ethics.
 - c. Is neither debarred nor suspended from State or Federal programs.
 - d. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - e. Is in compliance with applicable licensing and tax laws and regulations.
 - f. Has a satisfactory record of performance. The contractor must have sufficient key personnel with adequate experience, a parent firm (if appropriate) with adequate resources and experience, and key subcontractors with adequate experience and past performance. The contractor must have sufficient past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in Foothill Transit's solicitation. Contractors who are, or have been seriously deficient in current or recent contract performance, when the number of contracts and the extent of deficiency of each are considered is presumed to be non-responsible. Documented past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
 - g. Is otherwise qualified and eligible to receive an award under applicable laws and regulations. In addition, the contractor's integrity and compliance with public policy will be examined.

- h. Has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them.
 - i. Has the necessary production, construction, and technical resources, equipment and facilities, or the ability to obtain them.
 - h.j. Is Registered with appropriate entities so that contractor is eligible to receive public funds. This includes, but is not limited to, public works contractor registration with the California Department of Industrial Relations.
2. Evaluation of the responsibility of prospective contractors may be made based upon the following sources:
- a. A list of debarred, suspended or ineligible firms or individuals. The Federal System for Award Management, or other system as determined by the Federal government, will be examined to determine if a prospective contractor has been debarred or suspended.
 - b. From the prospective contractor's bids and proposals, replies to questionnaires, financial data such as balance sheets, profits and loss statements, cash forecasts, and financial histories of the contractor and affiliated concerns; current and past production records, list of tools, equipment, and facilities, written statements or commitments concerning financial assistance and subcontracting arrangements.
 - c. Publications, including credit ratings, trade and financial journals, and business directories and registers may also be used.
 - d. References such as suppliers, subcontractors, customers of the prospective contractor, banks and financial institutions, commercial credit agencies, other government agencies, purchasing and trade associations, and better business bureaus and chamber of commerce.
 - e. Documented past performance on contracts with Foothill Transit.
 - f. Appropriate websites containing information concerning the responsibility of prospective contractors.
 - g. If appropriate, it will be determined, through utilization of the California State Licensing Board website, whether a prospective contractor possesses required licenses.

- h. financial If appropriate, prospective contractors will be required to provide information to determine if the contractor has financial resources adequate to perform the contract, or the ability to obtain them.
 - i. contacting responses The past performance of prospective contractors will be checked by references using a list of standard questions, and will be documented.
 - j. prospective In certain cases, such as bus procurements, site visits will be conducted to validate the manufacturing capabilities of the contractor.
- 3. The Director of Procurement in consultation with the Project Manager will be responsible for preparing the responsibility findings and will ensure that documentation of the findings is included in the procurement file.
- 4. The Director of Procurement will ensure that no contract is recommended for award nor executed until the contractor has been determined to be responsible.
- 5. The Director of Procurement will ensure that the form set forth below is utilized and completed by the Project Managers for each procurement action undertaken by Foothill Transit. The Director of Procurement will also ensure that the completed form is included in the procurement file.

Responsibility Determination Form

Bid/RFP No: _____

Supplier: _____

Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable	Comment
1. Appropriate financial, equipment, facility, and personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____
2. Ability to meet the delivery schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____
3. Satisfactory period of performance	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____
4. Satisfactory record of integrity, not on declined or suspended listings	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____
5. Receipt of all necessary data from supplier	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____

U. Rejection of All Bids

1. Any time prior to the bid opening date and time, Foothill Transit may cancel or postpone the bid opening, or cancel the IFB in its entirety.
2. Preservation of the integrity of the competitive bid system dictates that after bids have been opened, award must be made to that responsible bidder who submitted the lowest responsive bid, unless there is compelling reason to reject all bids and cancel the invitation.
3. Every effort shall be made to anticipate changes in a requirement prior to the date of bid opening and to notify all prospective bidders of any resulting modification or cancellation, thereby permitting bidders to change their bids and preventing unnecessary exposure of bid prices.
4. As a general rule, after opening, an invitation for bids should not be canceled and re-advertised due solely to increased requirements for the items being procured. Award should be made on the invitation for bids and the additional quantity should be treated as a new procurement.
5. Invitations for bids may be canceled after opening but prior to award, and all bids rejected, where it is consistent with Federal and State procurement regulations. A written determination must be included in the invitation for bid file stating that cancellation is in the best interest of Foothill Transit for reasons such as the following:
 - a. Inadequate, ambiguous, or otherwise deficient specifications were cited in the invitation for bids.
 - b. The supplies or services are no longer required.
 - c. The invitation for bids did not provide for consideration of all factors of cost to Foothill Transit.
 - d. Bids received indicate that the needs of Foothill Transit can be satisfied by a less expensive item differing from that on which bids were received.
 - e. All otherwise acceptable bids received are at unreasonable prices.
 - f. The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith. Such situation must be substantiated and reported to Foothill Transit's legal counsel.
 - g. The bids received did not provide competition which was adequate to ensure reasonable prices. A price or cost analysis may be used to establish the reasonableness of prices.

6. When it is determined to reject all bids, Foothill Transit shall notify each bidder that all bids have been rejected and state the reason for such action.

V. Rejection of Individual Bids

1. Any bid which fails to conform to the essential requirements of the invitation for bids, such as specifications, delivery schedule, warranty, or the required bid documents, shall be rejected as non-responsive.
2. A bid shall be rejected where the bidder imposes conditions which modify requirements of the invitation for bids. For example, bids may be rejected in which the bidder:
 - a. Attempts to protect himself against future changes in conditions such as increased costs, if a total price to Foothill Transit cannot be determined for bid evaluation.
 - b. Fails to state a price and in lieu thereof states that price shall be “price in effect at time of delivery.”
 - c. States a price but qualifies such price as being subject to “price in effect at time of delivery.”
 - d. Where not authorized by the invitation for bid, conditions or qualifies the bid by stipulating that the bid is to be considered only if, prior to date of award, bidder received (or does not receive) award under a separate procurement.
 - e. Limits rights of Foothill Transit under any contract clause.
 - f. Fails to comply with all of the requirements of the IFB.
 - g. Bids received from any person or firm debarred or ineligible shall be rejected if the period of debarment or ineligibility has not expired.
 - h. Low bids received from firms determined to be not responsible pursuant to Federal or State procurement regulations shall be rejected in accordance with the procedures set forth in this Chapter.
 - i. A bid may be rejected if a bid guarantee is required and a bidder fails to furnish it in accordance with the requirement of the invitation for bids.

3. The originals of all rejected bids, and any written findings with respect to such rejections, shall be preserved in the file relating to the procurement.

4. After submitting a bid, if a bidder transfers all of his assets or that part of his assets related to the bid during the period between the bid opening and the award, the transferee may not take over the bid, thus Foothill Transit may reject the bid.

W. Award of the Contract

Unless all bids are rejected, award shall be by written notice, within the time for acceptance specified in the bid or extension thereof, to the responsible and responsive bidder whose bid, conforming to all the material terms and conditions of the IFB, is the lowest in price.

When award is made to other than the lowest bidder, the lowest bidder will be notified in writing by Foothill Transit of any evidence reflecting upon the responsibility of the bidder and affording the bidder the opportunity to rebut such evidence and present evidence of qualifications to perform the contract.

Notice of award shall be made by over-night delivery, email, or facsimile to the successful bidder. In addition, Foothill Transit will notify all unsuccessful bidders of its intent to award a contract to the successful bidder at the same time it notifies the successful bidder if Board approval is not required, and at the same time as the publication of the Board agenda if Board approval is required. Notification to unsuccessful bidders will be made by over-night delivery, email, or facsimile. Bid bonds will be returned to unsuccessful bidders in a reasonable period of time, but in no event shall that security be held by the district beyond 60 days from the time the award is made. ~~“ , except with the consent of the affected bidder. Bid bonds will be returned to unsuccessful bidders within three (3) business days after contract award.~~

X. Final Award

If Executive Board approval is required for the selection of the contractor, the Project Manager shall prepare the board report, in consultation with the Director of Procurement, that identifies all bidders responding to the IFB, and describes the procurement and bid evaluation processes. The board report should describe the services or goods being procured.

The contract ~~will~~ may be ~~drafted~~ reviewed by legal counsel who will ensure that the contract will not include any terms or conditions to be negotiated in the future. The Director of Procurement will ensure that any contract addressing such terms and/or conditions will not be executed. The Director of Procurement will ensure that the contract is executed at the approval level required in these procedures.

Two original signed copies of each contract will be executed by Foothill Transit and the contractor. The Procurement Department will maintain one original of the contract for the procurement file and distribute one original to the contractor.

Copies will be distributed to legal counsel, the procurement file, and the project manager.

Y. Project Completion

All original documentation related to each procurement such as the IFB, Bid, control record, board report, background data, evaluation criteria and scores, meeting reports/notes, as well as the logs documenting bid opening dates and bid receipt dates will be submitted to the Director of Procurement for storage when the file becomes inactive. For audit purposes, complete files will be maintained for a minimum of four years after the project is closed out and completed unless a different time period is mandated by a funding entity.

Subchapter D - Request for Proposals (RFP)

A. General

The Request for Proposals (RFP) process is used in the procurement of services (see Section E, subsection c, item iii for the procurement of architectural and engineering services) or when conditions are not appropriate for the use of an IFB. The latter is generally the case when the goods or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present. RFPs are generally used for the purchase of services such as lease agreements, maintenance and service contracts, rental contracts and professional service contracts. The RFP process is coordinated by the Director of Procurement.

B. RFP Contents

The RFP process is a competitive negotiated procurement process that requires evaluation of offeror's proposed costs and understanding of the contract performance requirements in accordance with established evaluation criteria. The competitive negotiated procurement process does not require award to the lowest offeror. An RFP generally includes:

1. Project background.
2. Purpose of the engagement.
3. General firm qualifications desired.
4. Scope of work.
5. Project schedule.
6. Proposal requirements.
7. Criteria for selection.
8. Payment terms.

C. Issuance of RFP

For any project that is estimated to cost over \$100,000, the Executive Board must approve the issuance of a Request for Proposals (RFP). The Project Manager shall prepare the Board Report seeking approval of the issuance of the RFP. All RFPs will be prepared by the Procurement Department, will be advertised on Foothill Transit's web-site, and, must be published in a newspaper of general circulation, including, but not limited to trade publications, in sufficient time prior to the date set for receipt of proposals. The Director of Procurement will ensure that the RFP is made available to an adequate number of qualified sources to ensure fair and open competition. The notice must include the following minimum information:

1. A general description of the services or goods to be purchased.
2. Where to receive an RFP.
3. The location, day and time of the Pre-Proposal Conference (If one is held).
4. The location, last day and hour proposals will be accepted (deadline).
5. Whether Federal funds are being used for the procurement.

D. RFP Packet

The Director of Procurement or designee will coordinate the release of the RFP packet. The RFP packet will include the following:

1. Instructions To Proposers - General instructions concerning the proposal format, pre-contractual expenses, contract conditions, pre-proposal conferences, and other information, including, but not limited to language stating that because offers can at times be ambiguous, Foothill Transit reserves the right to request additional information before making an award and also reserves the right to seek clarification from any proposer about any statement in its offer that Foothill Transit finds ambiguous.
2. Attachments - Required forms to be completed by the proposer and submitted with the proposal.
3. Exhibits - These can be documents which display key facts, specifications, maps, report formats, and other important information to clearly define the goods or services needed in order for the proposers to properly respond to the RFP.
4. Scope of Work - Each RFP will contain a statement or scope of work prepared by the Project Manager which provides a clear and accurate description of the technical requirements for the materials, products, or services being produced. A statement or scope of work should only state the actual minimum needs of Foothill Transit, and be developed in a manner designed to promote full and open competition. At a minimum, the statement or scope of work should address the following areas:
 - a. The specific objectives of the proposed work.
 - b. A detailed description of the work to be performed outlining various tasks or phases of work, and defining the limits of the proposed project.
 - c. A requirement for periodic reporting or progress on the project if the procurement involves consultant or professional services.
 - d. A proposed delivery schedule.
 - e. A proposed contract period.

E. Control Record

1. A control record will be maintained by the Procurement Department as RFP packets are distributed to prospective bidders. The control record profiles the following information:
 - a. Date and time RFP packets are distributed.
 - b. Names and addresses of vendors receiving the RFP and attending the pre-proposal conference.
2. The control record has two primary purposes:
 - a. Serves as a mailing list for the issuance of addenda.
 - b. Provides a record for verification in cases of vendor protests and other issues.

F. Pre-Proposal Conference

1. A pre-proposal conference may be used as a means of briefing prospective proposers and explaining complicated specifications and requirements to them as early as possible after the RFP has been issued and before the proposals are received. The pre-proposal conference will not be used as a substitute for amending a defective or ambiguous RFP. Unless otherwise stated in RFP documents, attendance by prospective proposers is not mandatory. Minutes of the conference and the list of attendees will be issued to all prospective proposers.
2. The pre-proposal conference shall be chaired by the Director of Procurement, and shall follow the format below:
 - a. Discuss basic requirements such as instructions to the proposers, funding, contract type, evaluation criteria, and specific points that should be addressed in each proposal.
 - b. Discuss the participation requirements for disadvantaged business enterprises (DBE), if applicable.
 - c. Discuss the scope of work and have the Project Manager available to answer technical questions.
 - d. Conclude by announcing when and where the proposals are due and by restating the requested proposal length and maximum pages in scope of work.

G. Addenda to Requests for Proposals

1. If after issuance of requests for proposals, but before the time set for receipt of proposals, it becomes necessary to make changes in quantities, specifications, delivery schedules, opening dates, etc. or to correct or clarify a defective or ambiguous RFP such changes shall be accomplished by issuance, in writing, of an amendment to the RFP. Before issuing an amendment to an RFP, the period of time remaining until the time set for proposal submittal and the need for extending this time must be considered. Where only a short time remains, consideration should be given to notifying prospective proposers of an extension of time by email, facsimile or telephone. Such notification should be confirmed in the amendment. The amendment shall be sent to each prospective proposer to whom the RFP was furnished or who attended any site visit and/or pre-proposal conference.
2. Any information given to a prospective proposer concerning an RFP shall be furnished promptly to all other prospective proposers as an amendment to the RFP if such information is necessary to proposers in submitting proposals on the request or if the lack of such information would be prejudicial to uninformed proposers. No award shall be made on the request unless such amendment has been issued in sufficient time to permit all prospective proposers to consider such information in submitting or modifying their proposals.
3. The RFP will indicate that Foothill Transit is not bound by any oral representations, clarifications, or changes made in the written specification by Foothill Transit's employees, unless such clarification or change is provided to potential proposers in written addendum form from Foothill Transit.
4. Each addendum issued to a request for proposals shall:
 - a. Be serially numbered and dated.
 - b. Include the number, date and a description of the original RFP concerned.
 - c. Clearly state the changes made in the RFP and the extension of the due date, if any.
 - d. Include instructions to proposers for acknowledging receipt of the addendum and information concerning the effect of failure to acknowledge or return the amendment.

H. Cancellation of RFP

RFPs shall not be canceled unless cancellation is clearly in Foothill Transit's interest (i.e., where there is no longer a requirement for the service, or where amendments to the RFP would be of such magnitude that a new RFP is desirable). When an RFP is canceled, proposals which have been received shall be returned unopened to the proposers and a notice of cancellation shall be sent to all prospective proposers to whom requests for proposals were issued.

The notice of cancellation shall identify the RFP number; briefly explain the reason the RFP is being canceled; and, where appropriate, assure prospective proposers that they will be given an opportunity to propose on any re-solicitation or any further requirements for the type of service involved.

I. Receipt of Proposals

Proposals shall be submitted so as to be received at the location designated in the RFP not later than the exact time set for the receipt of proposals. The only acceptable evidence to establish the time of receipt at Foothill Transit's offices is the time/date stamp of Foothill Transit which shall be placed on the proposal wrapper immediately upon receipt. The Foothill Transit staff person receiving the proposal shall sign the exterior of the proposal package to verify the date and time received and person receiving the proposal. The timeliness of proposals is the sole responsibility of the proposer.

J. Withdrawal of Proposals

Any proposer may withdraw their proposal, either personally or by written request, received by Foothill Transit at any time prior to the time fixed for the receipt of the proposals. Negligence on the part of proposers in preparing their proposal confers no right of withdrawal of their proposal after such proposal has been opened. No proposal may be withdrawn for a period of 60 days following the proposal deadline.

K. Format of Proposal

The response to each RFP must be made in accordance with the requirements set forth in the RFP, both for mandatory content and for sequence. Noncompliance on the inclusion of conditions, limitations or misrepresentations may be cause for rejection of a proposal.

L. Evaluation of Proposals

1. Each RFP will contain the Evaluation Criteria that will be used by Foothill Transit in evaluating proposals. These criteria are set forth in the RFP in order of their relative importance, with the most important being listed first. To reflect this, each criterion will either be scored using an equal score range (equal weighting) or each criterion will be assigned a weight. If a weight is assigned, each score will be multiplied by the weight to produce a final criterion score. Price is always included as an evaluation criterion, with the exception of architectural and engineering services. Price will be evaluated by giving the lowest-price proposal the full number of points assigned to the price criteria and computing the number of points for the other proposals in accordance with their relationship to the lowest price--the lowest price is divided by the price of the proposer whose price is being evaluated, and then the quotient resulting from the foregoing calculation is multiplied by the number of points assigned to the price factor to determine the price score of the proposer whose price is being evaluated. This calculation is done for each proposal being evaluated. The price scores are then added to the scores for other factors to determine the highest over-all score. The RFP will clearly indicate how price will be evaluated. Only criteria set forth in the RFP may be used to evaluate the proposal.
2. If the RFP sets forth "Minimum Requirements Criteria", a "pass/fail" evaluation will be made of the proposal to determine compliance with the "Minimum Requirements Criteria." Failure in any one of the "pass/fail" criteria may be cause for disqualifying the entire proposal from further review. However, Foothill Transit's evaluation may, in Foothill Transit's discretion, be augmented by verbal or written requests to proposers for clarification, or additional information as necessary to determine if the "Minimum Requirements Criteria" have been met. The determination to disqualify a proposal shall be solely at the discretion of Foothill Transit.
3. Proposals which "pass" the "pass/fail" test are evaluated using the procedures set forth in this section:
 - a. An evaluation committee for each RFP will be recommended by the Director of Procurement in consultation with the Project Manager and appointed by the Executive Director. In appointing individuals to a Committee, the Executive Director will consider the nature of the procurement, and the appropriate expertise of the individuals appointed to the Committee.
 - b. A date and time for an evaluation meeting will be set.
 - c. Members of the Evaluation Committee shall be familiar with the content of the RFP. Any questions on the RFP, or documentation

furnished by an offeror should be addressed to the Director of Procurement prior to initiation of evaluations.

- d. The Evaluation Committee shall first perform a technical evaluation of each offeror's proposal using the evaluation score sheets provided by the Director of Procurement.
4. Upon compilation of the Evaluation Committee's initial scores, the Director of Procurement shall review the scores and make a determination as to which offerors are in the competitive range for purposes of conducting discussions with the proposers.
5. The competitive range shall be determined on the basis of cost or price and other factors that are stated in the solicitation and shall include all proposals that have a reasonable chance of being selected for award. If discussions are conducted with one offeror, discussions must be conducted with all offerors within the competitive range.
6. Discussion after receipt of initial proposals is not required in the following cases:
 - a. Procurement is for supplies for which prices or rates are fixed by law or regulation;
 - b. Time for delivery will not permit discussions; or
 - c. The procurement is for a product and, due to the existence of adequate competition or accurate prior cost experience, it can be clearly demonstrated that acceptance of an initial proposal would result in a fair and reasonable price.

M. Discussions

1. The Evaluation Committee shall conduct oral discussions with all responsible offerors who submit proposals within the competitive range, as determined in subsection L. During the discussion phase of the source selection process, all communication is coordinated through the Director of Procurement.
2. The discussion process is governed by the following general guidelines.
 - a. Notify all proposers regarding their status and arrange a meeting with the offerors who have been determined to be within the competitive range.
 - b. Verbally at the meeting and in written form advise offerors of deficiencies in their proposals so that the offerors are given an

opportunity to satisfy Foothill Transit's requirements.

- c. Attempt to resolve any uncertainties concerning the technical proposals and other terms and conditions of the proposal.
- d. Resolve any suspected mistakes by calling them to the offeror's attention as specifically as possible without disclosing information concerning other offeror's proposals or the evaluation process.
- e. Provide the offeror a reasonable opportunity to submit any cost or price, technical or other revisions to its proposal that may result from the discussion.

3. During the discussion the Evaluation Committee should not engage in:

- a. Technical leveling, defined as helping an offeror bring its proposal up to the level of other proposals through successive rounds of discussion, such as pointing out weaknesses resulting from the offeror's lack of diligence, competence, or inventiveness in preparing the proposal.
- b. Technical transfusion, defined as disclosure of technical information pertaining to a proposal that results in improvement of a competing proposal.
- c. Auction techniques, such as:
 - i. Indicating to an offeror the cost or price that it must meet to obtain further consideration.
 - ii. Advising an offeror of its price standing relative to another offeror; however, it is permissible to inform an offeror that its cost or price is considered by the Evaluation Committee to be too high or unrealistic.
 - iii. Otherwise furnishing information about other offeror's prices.

N. Request for Best and Final Offer

- 1. Upon completion of discussions, Foothill Transit may make a selection for contract award without requesting Best and Final Offers or may issue to all proposers within the competitive range a request for a final supplement denominated the "Best and Final Offer" (BAFO). Oral requests for best and final offers shall be confirmed in writing. Best and Final Offers must be submitted in accordance with written procedures received from Foothill Transit.

2. Such requests shall advise offerors:
 - a. That negotiations are being concluded.
 - b. That offerors are being asked for their “best and final” offer , not merely to confirm or reconfirm prior offers.
 - c. That any revision or modification of proposals must be submitted by the date specified.
3. Following the review of the BAFOs by the Evaluation Committee, the Director of Procurement shall consolidate the cost and technical evaluations and all score sheets along with their comments and recommendations. After reviewing the evaluations and recommendation made by the Evaluation Committee, the Executive Director shall make a determination of the recommendation for contract award.

O. Debriefing of Unsuccessful Proposers

1. When a contract is to be awarded on some basis other than price alone, unsuccessful proposers shall be debriefed upon their written request submitted to the Director of Procurement within a reasonable time. Debriefings shall be provided at the earliest time after the Director of Procurement makes a final determination recommending the award of the contract. The debriefing shall be conducted by the Director of Procurement and may be either oral or written as the Director of Procurement determines appropriate.
2. The debriefing shall:
 - a. Be limited to discussion of the unsuccessful proposer’s proposal and must not include specific discussion of a competing proposer’s proposal.
 - b. Be factual and consistent with the evaluation of the unsuccessful proposer’s proposal; and
 - c. Provide information on areas in which the unsuccessful proposer’s technical proposal was deemed weak or deficient.

P. Award of the Contract

After evaluation of proposals in accordance with the criteria set forth in the RFP, the contract shall be awarded to the offeror of the proposal most advantageous to Foothill Transit, price and other factors considered.

Notice of award shall be made by over-night delivery, email, or facsimile to the successful proposer. In addition, Foothill Transit will notify all unsuccessful proposers of its intent to award a contract to the successful proposer at the same time it notifies the successful proposer if Board approval is not required, and at the same time as the publication of the Board agenda if Board approval is required. Notification to unsuccessful proposers will be made by over-night delivery, email, or facsimile. If the Executive Board does not accept the Executive Director's recommendation as to the successful proposer, the Executive Board may: (1) choose another proposer using the same criteria set forth in the RFP; or (2) direct re-solicitation of proposals.

Q. Final Award

If Executive Board approval is required for selection of the successful proposer, the Project Manager, in consultation with the Director of Procurement, shall prepare the board report that identifies all individuals or firms responding to the RFP, describes the procurement and evaluation processes, and sets forth the evaluation scores for each proposer. The board report should describe the services or goods being procured.

The contract will be drafted by legal counsel who will ensure that the contract will not include any terms or conditions to be negotiated in the future. The Director of Procurement will ensure that any contract addressing such terms and/or conditions will not be executed. The Director of Procurement will ensure that the contract is executed at the approval level required in these procedures.

Two original signed copies of each contract will be executed by Foothill Transit and the contractor. The Procurement Department will maintain one original of the contract for the procurement file and distribute one original to the contractor. Copies will be distributed to legal counsel, the procurement file, and the project manager.

R. Project Completion

All original documentation related to each procurement such as the RFP, successful proposal, BAFO, control record, board report, background data, evaluation criteria and scores, and meeting reports/notes will be submitted to the Director of Procurement for storage when the file becomes inactive. For audit purposes, complete files will be maintained for a minimum of four years after the project is closed out and completed unless a different time period is mandated by a funding entity.

Negotiated procurement records or files should provide at least the following pertinent information: justification for the use of negotiation in lieu of competitive bidding; contractor selection; justification for contract type; determination and findings; record of negotiations; and cost or price analysis.

Subchapter E - Special Procedures for Request for Qualifications (RFQ) - Architectural/Engineering Services

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- A. Special procedures will be used for competitive negotiation procedures for qualifications-based procurement of architectural and engineering (“A/E” hereafter) services and related services such as program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, or related services. An RFQP is used in the solicitation of A/E and related services.
- B. Following this method, each proposer’s qualifications are evaluated and the most qualified proposer is selected subject to negotiation of fair and reasonable compensation. Under this method, Foothill Transit may not consider price as an evaluation factor in determining the most qualified proposer. Negotiation is conducted with only the most qualified proposer. This method, where price cannot be used as an evaluation factor and negotiations are conducted with only the most qualified proposer, can only be used in procurement of the above services. This method of procurement cannot be used to obtain other types of services even though firms that provide the above types of services are also potential sources to perform other services.
- C. Refer to the RFP procedures above for all pre-evaluation activities, as well as debriefing final award and project completion. The steps to be used for proposal evaluation and contract negotiation for A/E and related services solicitations are as follows:
1. An evaluation committee will be recommended by the Director of Procurement in consultation with the Project Manager and appointed by the Executive Director to review eligible firms and all responses to RFP.
 2. Team evaluates the firms based on:
 - a. Professional qualifications for performance of the required services;
 - b. Specialized experience and technical competence in the type work required;
 - c. Capacity to accomplish the work in the required time; and,
 - d. Past performance in terms of cost control, quality of work and compliance with performance schedules.
 3. Evaluation team holds discussions with the most highly qualified firms (“short list”).
 4. Evaluation team prepares a selection report for the Executive Director recommending, in order of preference, those firms that are considered to be the most highly qualified to perform the required services. The report should include a description of the discussions and evaluations by the team

to allow the Executive Director to review the basis upon which the recommendations were made. The Executive Director shall not add firms to the selection report. If recommended firms are deemed to be unqualified or the report is inadequate, the Executive Director shall document the reasons therefore and return the report to the evaluation team for appropriate revision.

5. The final selection shall be made by the Executive Director from a list of the most highly qualified firms prepared by the evaluation team. The Executive Director will list those firms in order of preference for negotiating a contract.
6. After the final selection has taken place, Foothill Transit may release information identifying only the A/E firm with which an attempt will be made to negotiate a contract. If negotiations are terminated without awarding a contract to the highest rated firm, Foothill Transit may release information that negotiations will take place with the next highest rated firm.
7. The final selection authorizes negotiations to begin with the most qualified firm, which will be requested to submit a proposal that includes fees and cost estimates.
8. The negotiation of compensation to the contractor should represent a fair and equitable payment for the services performed. At this stage, negotiations must take place not only on the amount of compensation, but also the method of payment.
9. In determining the amount of compensation and the method of payment, consideration shall be given to:
 - a. Scope and complexity of designs, surveys and other work and the skills necessary for these services.
 - b. Quality and quantity of data provided to the A/E by Foothill Transit.
 - c. Location of, and conditions under which, the services will be performed.
 - d. Date services to begin and time allowed for performance.
10. Costs should be negotiated taking into consideration:
 - a. Direct Labor.
 - b. Overhead.
 - c. General and administrative expenses.
 - d. Materials.
 - e. Other direct costs.
 - f. Profit, which is further influenced by:

- i. Degree of A/E's risk.
 - ii. Level of effort.
 - iii. Level of talent or expertise the A/E must furnish.
 - iv. Amount of subcontracting.
 - v. Amount of top level A/E management involved.
 - vi. Subcontracts.
 - vii. Contractor's investment.
11. When the contract is negotiated and signed, the negotiations are documented and placed in the file.
 12. The contract shall be monitored to ensure that expenditures and payments therefore are commensurate with performance and that both have met all the terms of the contract.
 13. The contractor is responsible for the professional quality, technical accuracy and coordination of all services under the contract. The contractor may be liable to Foothill Transit for costs resulting from errors or deficiencies in design furnished under the terms of the A/E contract.

Subchapter F - Sole Source Procurements

A. Sole source procurement is a purchase accomplished through solicitation or acceptance of a proposal from only one source; or, if after solicitation of a number of sources competition is determined inadequate. A sole source procurement above the micropurchase threshold must be documented as to the reasons why only one supplier is acceptable. Purchases under \$3,000 are considered micropurchases and are exempt from the requirement to obtain competitive quotes or process a sole source justification. ~~A sole source purchase must be documented as to the reasons why only one supplier is acceptable.~~—The Director of Procurement will ensure that the form set forth below is utilized by the Project Manager in evaluating a potential sole source procurement and in making a recommendation that a sole source procurement be utilized by Foothill Transit. The Project Manager must fully document the grounds for the sole source procurement, and the Director of Procurement will ensure that the justification is provided to the Executive Director or Executive Board for approval as appropriate. The Director of Procurement will also ensure that that the completed form is included in the procurement file.

B. The following areas must be considered in sole source determinations:

1. A contract amendment or change order that is not within the scope of the original contract is considered a sole-source procurement.
2. Sole source procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

a. Single Source

The item or services sought is available only from a single source and one of the following condition described below is present:

- i. Unique Capability or Availability. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to Foothill Transit only from one source and has not in the past been available to Foothill Transit from another source.
- ii. Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
- iii. Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when

it is likely that award to another contract or would result in substantial duplication of costs that are not expected to be recovered through competition.

- iv. Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contract or would result in unacceptable delays in fulfilling Foothill Transit's needs.
- b. Unusual and Compelling Urgency. Foothill Transit may limit the number of sources from which it solicits bids or proposals when it has such an unusual and urgent need for the property or services that it would be seriously injured unless it were permitted to limit the solicitation. Foothill Transit may limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.
- c. FTA Approval. The Federal Transit Administration authorizes noncompetitive negotiations.
- d. Inadequate Competition. After solicitation of a number of sources, competition is determined inadequate. If upon completion of a competitive procurement only one proposal is received, the Director of Procurement will review the specifications and determine if they were unduly restrictive or by contacting sources that chose not to submit a bid or proposal. If it is determined that the competition was inadequate, the procurement can proceed as a sole source.

C. A cost analysis must be performed for each sole source procurement if price reasonableness cannot be determined via a price analysis. The purpose of the analysis is to provide sufficient information to support the conclusion that the price is fair and reasonable. The analysis will be prepared by the Project Manager in consultation with the Director of Procurement. The Director of Procurement will ensure that no contracts will be executed until a fully detailed and documented analysis is completed, and made a part of the appropriate procurement file. The Director of Procurement will ensure that the template set forth in Subchapter O of this Chapter relating to cost analysis is utilized and completed by the Project Manager for each sole procurement action undertaken by Foothill Transit. The Director of Procurement will also ensure that that the complete d template is included in the procurement file.

D.

1. Advertising

All print, digital, audio and video advertising agreements will be treated as sole source procurements not requiring a justification form. Advertising requires geographically and demographically targeted exposure to reach Foothill Transit's

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ridership, potential riders and interested parties. Potential advertising outlets typically touch upon just one geographic region, i.e. local newspapers, or one demographic, i.e. language based advertising, and as such, are uniquely capable of reaching Foothill Transit's desired audience for every individual advertising agreement."

Non-Competitive Procurement Justification Form

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

_____ The item is available only from a single source (sole source justification is attached).

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

_____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

_____ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

_____ Independent Estimate and Price/Cost Analysis are attached.

Director of Procurement

Project Manager

Date

Date

Subchapter G - Single Bid or Proposal

A single bid situation exists when only one bid has been received at the time and date set for bid opening; or only one responsive bid is received at the time and date set for bid opening (as a result of having only one responsive bidder and all other bidders being determined to be non-responsive). A single proposal situation exists when only one proposal has been received at the time and date set for submission of proposals, or it is determined after review of proposals received that only one proposal meets the criteria set forth in the request for proposals.

When only one bid or proposal is received in response to a solicitation that was issued to multiple sources, it must first be determined if there was adequate competition. The receipt of only one bid or proposal does not, in itself, mean that competition was inadequate. At a minimum, to determine if there was adequate competition, bidders/proposers who received solicitations, but did not bid/propose, will be contacted by the Director of Procurement and questioned to determine why they did not respond to the solicitation. Potential bidders/proposers will be specifically queried as to whether there were any elements in the procurement which may have restricted competition. The Director of Procurement will ensure that documentation reflecting the above process is included in the procurement file. Upon completion of the above process, the Director of Procurement will determine whether there were any elements in the procurement that may have restricted competition and will determine whether the procurement documents should be modified and the solicitation re-advertised or whether the procurement can go forward as originally advertised. If this is the case then the procurement is treated as a sole source, and it must be processed in accordance with the requirements for a sole source procurement set out in these Procedures.

Alternatively, the original solicitation can be cancelled, the requirements in the original solicitation can be changed to allow for more bids or proposals, and a new invitation for bids or request for proposals issued.

If the reasons given by the non-responders are unrelated to the specification and/or solicitation terms, it will be presumed that competition was adequate and the award of the contract can be carried out as the result of a competitive procurement.

If the competition is deemed to be adequate, a price analysis must be performed to determine the reasonableness of the bid or proposal price. The Project Manager, in consultation with the Director of Procurement will prepare the price analysis. If, on the basis of a price analysis, it can be documented that the price is fair and reasonable, and if the bid is responsive and, as appropriate, the bidder or proposer is responsible, the contract may be awarded. If it cannot be determined that the bid or proposal price is reasonable, on the basis of a price analysis; the bidder or proposer will be requested to provide a detailed breakdown of costs and profit, Foothill Transit will perform a cost analysis.

If competition is deemed to be inadequate, and it is determined appropriate to process the award as a sole source, a cost analysis must be performed unless the reasonableness of the price can be established based on a bidder or proposer's catalogue or market price.

Subchapter H - Emergency Procurements

Emergency procurements (defined as purchases immediately necessary for the preservation of life or property, or to prevent an immediate termination of a critical Foothill Transit function or activity) will be handled immediately and expedited as required. The Director of Procurement has the authority to approve the purchase of all goods and services in emergency conditions. If the Director of Procurement is unavailable to authorize an emergency procurement, the Executive Director and/or the Deputy Executive Director may provide the necessary authorization. Upon completion of the emergency procurement, the Director of Procurement will document the actions taken and execute a proper requisition.

Subchapter I - Unsolicited Proposals

- A. An Unsolicited Proposal is a proposal that is:
1. Innovative and unique~~;~~
 2. Independently originated and developed by the offeror~~;~~
 3. Prepared without Foothill Transit's supervision, endorsement, direction, or direct involvement~~;~~
 4. Sufficiently detailed that its benefits in support of Foothill Transit's mission and responsibilities are apparent~~;~~
 5. Not an advance proposal for property or services that Foothill Transit could acquire through competitive methods; and~~;~~
 6. Not an offer responding to a published expression of need or request for proposals previously published by Foothill Transit.
- B. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, competition is required. To satisfy the requirement for full and open competition, the following actions must be taken before Foothill Transit enters into a contract resulting from an unsolicited proposal:
1. Publicize receipt of the unsolicited proposal.
 2. Publicize an adequate description of the property or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought.
 3. Publicize Foothill Transit's interest in acquiring the property or services described in the proposal.
 4. Provide an adequate opportunity for interested parties to comment or submit competing proposals.
 5. Publicize Foothill Transit's intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.
- C. If it is impossible to describe the property or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought, Foothill Transit may make a sole source award to the offeror. A sole source award may not be based solely on the unique capability of the offeror to provide the specific property or services proposed.

Subchapter J - Amendments and Change Orders

- A. An amendment is any change to a contract that alters the terms and conditions of the original contract; or provides for a change in the scope or requirements of the original contract beyond what is specifically allowed by the original contract. Amendments are formal changes that must be approved at the same signature authority level as the original contract. A contract may not be amended to include a larger scope, greater quantities, or options beyond Foothill Transit's reasonably anticipated needs.
- B. Foothill Transit shall have the right, based on a clause contained in each contract to issue a change order to correct errors, omissions, or discrepancies; to cover acceptable overruns; to expand or reduce the scope of the contract; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions. All change orders must be within the scope of the original contract and approved by Foothill Transit in advance of work being conducted by the contractor in accordance with the value of the change order or the calculated value of the time extension. In addition, Foothill Transit shall have the unilateral right, based on a clause contained in each contract, to issue an immediate change order and negotiate cost and price for time and materials after the issuance of the change order. Change orders must be approved at the same signature authority level as the original contract. A change order is not permitted if the change causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work, so extensive, significant or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. Such a change would be considered a "cardinal change" to the contract.
- C. All amendments shall be submitted to the Director of Procurement complete with explanations and back up information and, when applicable, a detailed breakdown of charges for review and/or recommendation of approval.
- D. Verification of Amendments: The Director of Procurement will verify all amendments under the following procedures:
1. The Project Manager and the Director of Procurement will review the proposed contract amendment and determine whether it is within the scope of work for the project of the original contract. If the work under the amendment is within the scope of work of the original contract, the Project Manager in consultation with the Director of Procurement will perform a cost analysis to determine if the price is fair and reasonable before recommending approval of the amendment.
 2. If the amendment includes work that is not within the scope of work of the original contract, the amendment will be treated as a sole-source

procurement, and evaluated accordingly. Supporting documentation will be added to the procurement files.

3. The Director of Procurement and the Project Manager will ensure that the methods of calculating the amount of the amendment are in conformance with the terms of the contract.
4. The issuance of change orders for each individual contract shall be monitored by the Director of Procurement.

Subchapter K - Use of an Existing Contract

- A. An “existing contract” means a contract that, when formed, was intended to be limited to the original parties thereto, and does not include State or local government purchasing schedules or purchasing contracts. The use of “tag-ons” (the addition of work, supplies, equipment or services) by Foothill Transit that is beyond the scope of the original contract is prohibited.
- B. Within the conditions set forth below, Foothill Transit is permitted to use existing contract rights held by another.
 - 1. Foothill Transit may use contract options held by another with the following limitations:
 - a. Foothill Transit must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
 - b. Foothill Transit may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.
- C. Assignment of Contract Rights.
 - 1. Foothill Transit is required to limit its procurements to the amount of property and services required to meet its reasonably expected needs without adding excess capacity simply for the purpose of assigning contract rights to others at a later date. Foothill Transit must be able to justify the quantities it procures.
 - 2. Foothill Transit may assign its contract rights to others if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions.

Subchapter L - Options

In awarding a contract that will include options, Foothill Transit will evaluate bids or offers for any option quantities or period contained in a solicitation if it intends to exercise those options after the contract is awarded. When an option is exercised, the Director of Procurement will ensure that the exercise of the option is in accordance with the terms of the original contract, and that a cost or price analysis is conducted as appropriate to determine if the option price is better than prices available in the market at the time that the option is to be exercised, or that the option price is more advantageous to Foothill Transit at the time that the option is exercised.

Option quantities, periods, and terms identified in a bid or proposal will be evaluated by the Project Manager or the Foothill Transit evaluation team at the time that the bid or proposal is evaluated and prior to the award of the base contract.

A record of the above actions will be documented in the procurement records.

Subchapter M - Intergovernmental and Joint Procurement Agreements

Foothill Transit is authorized to use the cooperative purchasing agreements such as California Multiple Award Schedules (CMAS), Western States Contracting Alliance (WSCA), NJPA (National Joint Powers Alliance), and other cooperative purchasing methods. These offers goods and services to California State and Local Government agencies at prices which are fair, reasonable, and competitive. Under these methods, Foothill Transit is responsible for its own contracting program and purchasing decisions.

Under cooperative purchasing methods, the contractor offers to provide products or services at a price equal to or lower than the Federal GSA multiple award schedule. For CMAS, the State of California adds standard contract terms and conditions which result in a CMAS contract. It is the option of the contractor whether or not to allow a local government such as Foothill Transit to use their CMAS contract. This is not a competitive bid process, and Foothill Transit may use any criteria to assess the offers and select the awarded contractor

Cooperative agreements that utilize a catalog approach where multiple vendors/resellers offer the same product at a maximum price point will require that three or more quotes are obtained prior to award. Cooperative agreements that have publicly and openly competed procurements where one vendor has been selected as the sole awardee will not require multiple quotes. A cost or price analysis is still required for cooperative procurements.”

~~Foothill Transit can utilize available State and local intergovernmental agreements, or private cooperative procurement agencies (non Federally funded projects only) for the procurement or use of common goods and services. When obtaining goods or services in this manner when Federal funds are utilized, the Director of Procurement shall ensure that all Federal requirements, required clauses, and certifications are properly followed and included in either the master intergovernmental contract or in Foothill Transit's purchase document.~~

~~Foothill Transit is authorized to use the California Multiple Award Schedules (CMAS), which offers goods and services to California State and Local Government agencies at prices which are fair, reasonable, and competitive. Under CMAS, Foothill Transit is responsible for its own contracting program and purchasing decisions. Under this process, the contractor offers to provide products or services at a price equal to or lower than the Federal GSA multiple award schedule. The State of California adds standard contract terms and conditions which result in a CMAS contract. It is the option of the contractor whether or not to allow a local government such as Foothill Transit to use their CMAS contract. This is not a competitive bid process, and Foothill Transit may use any criteria to assess the offers and select the awarded contractor.~~

Foothill Transit can jointly procure goods and services with other entities. When obtaining goods or services in this manner when Federal funds are utilized, the Director of Procurement shall ensure that Federal requirements, required clauses, and certifications

are properly followed and included in the resulting joint solicitation and contract documents.

Subchapter N - Independent Cost Estimates

An Independent Cost Estimate is required for federally funded procurements over \$~~33~~,000.

A. Construction Projects

Construction cost estimates will be developed either directly by the A&E firm responsible for design development of the project or by a subcontractor of the firm. The estimates received will be dated and made part of the procurement documentation. The Director of Procurement will ensure that the estimates are prepared prior to the issuance of an invitation for bids.

1. The estimates will be made part of the procurement documentation and will be utilized and compared to the actual bids received to determine the reasonableness of the bids.
2. Following the receipt of bids, the Procurement Director, in consultation with the Project Manager and the A&E firm, will determine the reason for any bid prices that exceed the estimates, document the reason, and ensure that the documentation is included in the appropriate procurement file.

B. Non-Construction Projects

1. Cost estimates for non-construction projects will be developed by the Project Manager as part of the development of solicitation documents. The estimates will be made part of the procurement documentation and will be utilized and compared to the actual bids or price proposals received to determine the reasonableness of the bids or price proposals. At a minimum, the documentation will identify the source of information used to develop the estimate, the date that the estimate was made, and identify the individual preparing the estimate. The Director of Procurement will ensure that the estimates are prepared prior to the issuance of solicitation documents.
2. Following the receipt of bids or proposals, the Procurement Director, in consultation with the Project Manager, will determine the reason for any bid price or price proposals that exceed the estimates, document the reason, and ensure that the documentation is included in the appropriate procurement file.

C. Use of Form

The Director of Procurement will ensure that the form set forth below is utilized and completed by the Project Manager for each procurement action undertaken by Foothill Transit. The Director of Procurement will also ensure that the completed form is included in the procurement file.

Independent Cost Estimate

Contract Type:

Date of Estimate:

Description of Goods / Service:

Method of Obtaining the Estimate:

I have obtained the following estimate from....

- Published Price List / Past pricing (date)_____
- Engineering or technical estimate
- Independent Third Party estimate
- Other (specify)_____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: \$_____. Details are shown below.

Cost of Standard Items

	Cost (\$/ea)	Cost (\$/ea)	Notes / Data Source
	Delivered	No Freight	

US
Dollars

A

Cost of Services, Repairs, or Non-Standard Items

Item / Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total

B

Signature of Preparer:

The preceding cost estimate was obtained or prepared by:

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

Subchapter O – Price or Cost Analysis

- A. In the event a single bid is received, a price or cost analysis shall be used to determine the reasonableness of the bid price. The purpose of the analysis is to provide sufficient information to support the conclusion that the price is fair and reasonable. The appropriate analysis will be prepared by the Project Manager, in consultation with the Director of Procurement. The Director of Procurement will ensure that no contracts will be executed until a fully detailed and documented analysis is completed, and made a part of the appropriate procurement file.
- B. The Project Manager, in consultation with the Director of Procurement may conduct a price analysis in evaluating a bid price. If a valid price analysis cannot be completed, a cost analysis of the bid price may be conducted.
- C. Price analysis is the process of examining and evaluating a prospective price without evaluation of the separate cost elements or proposed profit of the prospective supplier.
- D. Cost analysis is the review and analysis of a contractor's cost or pricing data and of the factors applied in projection from the data to the estimated costs, in order to form an opinion on the degree to which the contractor's proposed costs represent what performance of the contract should cost, assuming reasonable economy and efficiency. A price cost analysis must be performed prior to the award or contract of a Sole Source Procurement, under Subchapter E of Chapter III.
- E. As compared to price analysis, cost analysis involves a more detailed review of the offeror's proposal and is used where Foothill Transit has less assurance of a fair and reasonable price.
- F. Price analysis may be accomplished through one or more of the following activities:
1. The comparison of prior quotations and contract prices with current quotations for the same or similar end items (to provide a suitable basis for comparison, appropriate allowances must be made for differences in such factors as specifications, quantities ordered, time for delivery, etc.).
 2. The use of "yardsticks" (such as dollars per pound, per horsepower, or other units) to point up apparent gross inconsistencies which should be subjected to greater pricing inquiry.
 3. The comparison of prices set forth in published price lists issued on a competitive basis, published market prices of commodities, and similar indicators, to Foothill Transit with discount or rebate arrangements.
 4. The comparison and analysis of proposed prices with Independent Cost Estimates.

5. The comparison of prices paid by other users (government or commercial) of the same or similar items to the proposed prices.

G. Cost analysis may be accomplished through the following:

1. Verify contractor's cost data.
2. Evaluate specific elements of costs and project these data to determine the effect on prices of such factors as:
 - a. The necessity for certain costs;
 - b. The reasonableness of amounts estimated for the necessary costs;
 - c. Allowances for contingencies; and
 - d. The basis used for allocations of particular overhead costs to the proposed contract.
3. When the necessary data is available, compare the contractor's estimated cost with:
 - a. Actual costs previously incurred by the contractor;
 - b. The contractor's last prior cost estimate for the same or similar estimates;
 - c. Current cost estimates from other possible sources; and
 - d. Prior estimates or historical costs of other contractors manufacturing the same or similar items.
4. Forecasting future trends in costs from historical experience:
 - a. In periods of either rising or declining costs, an adequate cost analysis must include some evaluation of the trends.
 - b. In cases involving recently developed, complex equipment, even in periods of relative price stability, trend analysis of basic labor and materials costs should be undertaken.

H. In performing a cost analysis, there are three questions that should be asked in the examination of costs, particularly those in the overhead area:

1. Is the cost allowable in accordance with guidelines in Section 15 of the Federal Acquisition Regulations (FAR)?
2. Is the cost allocable to the particular project?; and
3. Is the cost reasonable?

I. If only one bid or proposal is received, the sole bidder or proposer must cooperate with Foothill Transit as necessary in order for its bid or proposal to be considered

for award. A new solicitation may be issued if the single bid or proposal price appears unreasonable or if no determination is made as to the reasonableness of the single bid or proposal price.

- J. The Director of Procurement will ensure that the form set forth below is utilized and completed by the Project Manager for each cost analysis. The Director of Procurement will also ensure that the completed form is included in the procurement file.

COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts) (See Instructions below)						
SOLICITATION #			SUPPLIES AND/OR SERVICES TO BE FURNISHED			
PREPARER'S NAME, DEPARTMENT, TITLE, PHONE						
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED			APPROVAL SIGNATURE			
DETAIL DESCRIPTION OF COST ELEMENTS						
1. DIRECT MATERIAL A. PURCHASED PARTS B. SUBCONTRACTED ITEMS C. OTHER - (1) RAW MATERIAL (2) STANDARD COMMERCIAL ITEMS <div style="text-align: right;"><i>TOTAL DIRECT MATERIAL</i></div>			Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis
2. MATERIAL OVERHEAD (RATE % x \$ BASE *)			Vendor A A (\$)	Vendor B B (\$)	Independent Estimate	Variance
<i>TOTAL DIRECT LABOR</i>						
4. LABOR OVERHEAD <div style="text-align: right;">OH Rate X BASE (labor total above)</div>			Vendor A A (\$)	Vendor B B (\$)	Independent Estimate	Variance
<i>TOTAL LABOR OVERHEAD</i>						
5. OTHER DIRECT COSTS A. SPECIAL TOOLING/EQUIPMENT <div style="text-align: right;"><i>TOTAL SPECIAL TOOLING/EQUIPMENT</i></div> B. TRAVEL (1) TRANSPORTATION (2) PER DIEM OR SUBSISTENCE <div style="text-align: right;"><i>TOTAL TRAVEL</i></div>			Vendor A A (\$)	Vendor B B (\$)	Independent Estimate	Variance

A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.

B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.

C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

6. GENERAL AND ADMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

7. ROYALTIES

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. FEE OR PROFIT

Review the total of all proposed Fees or Profit. Remember that the FTA prohibits cost plus percentage of cost contracting, and caps fixed fees under CPFF type contracts at 10% and profits under fixed price contracts and time and material profit markups at 15%.

12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit, and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

13. DISCOUNTS

Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

CHAPTER IV - PURCHASE ORDERS

A. Purchase Order Process / Requirements

1. Purchase Orders can be issued for the purchase of goods and/or services. The issuance of a purchase order requires the approval of the Department Director and/or Project Manager responsible for the particular budget. The Finance system will not allow the issuance of a Purchase Order when sufficient budget funding is not available. Three types of Purchase Orders are available: 1) Contract Purchase Orders (KPO); Purchase Orders (PO); and Purchase Invoices (PI).
2. A KPO, PO or PI is required for all purchases. A properly completed Purchase Order includes: a description of the item to be procured, the quantity, unit cost, total costs and when applicable attachments including: invoice, contract, vendor quotations, and when and where service will be performed; and when and where the items will be delivered.
3. The account name(s) and number(s) must be provided to determine which account will be expensed when the Purchase Order is processed for payment.
4. Purchase Orders are handled by orally notifying the vendor of the approved Purchase Order number. Written confirmation shall be sent to the vendor, if appropriate.
5. Vendors shall be instructed to include their Purchase Order number on all correspondence, including packaging, invoices, credit memos, etc.

B. Types of Purchase Orders:

1. Contract Purchase orders (KPO)

This type of purchase order is used when the purchase of goods and/or services is directly tied to an executed contract. The Contract Purchase Order number is the same as the executed contract number preceded with "KPO" and the amount will be the amount of the total contract value which will be encumbered and no longer available for future expenditures. This will be the maximum potential liability for all payments under the executed contract. Progress payments can be accomplished using the KPO number; however payments cannot exceed the total value of the KPO. In the event a contract amendment is executed which either increases or decreases the initial contract amount, the KPO can be modified to reflect the amendment. The modification would be similar to the preparation of the original KPO using the contract number preceded by KPO, entering an account number and amount of the amendment, a positive amount for a contract increase and negative amount for a contract reduction.

2. Purchase Orders (PO)

A Purchase Order is used when the good and/or services have not been received and the vendor requires an authorization to sell and invoice Foothill Transit for goods and/or services. The PO number will be assigned by the finance system and the amount should be sufficient to encumber funds to complete the purchase. Normally the goods and/or services are delivered and one payment is executed for full payment. However, POs may be issued for items that are to be delivered over a period of time with payments executed as the goods and/or services are delivered. Using the PO for staggered deliveries and payments is akin to a "Blanket Purchase Order". The total amount of the PO will be encumbered, removing the funding from future expenditures.

3. Purchase Invoice (PI)

Purchase Invoices are to be used when an invoice for goods and/or services has been received from the vendor. The PI number will be assigned by the finance system. The issuance of the PI will initiate payment for the goods and/or services. The PI amount cannot exceed available funding.

C. Receipt of Goods/Service and Authorization to Pay

1. The Department Director, his or her designee or the designated Project Manager is responsible for the receipt of the physical merchandise order when goods are being purchased. Upon receipt, the packing slip shall be compared to the goods received. If correct, the packing slip shall be signed and dated and processed for payment.
2. The Department Director, his or her designee or the designated Project Manager is responsible for the supervision of services to be performed for Foothill Transit. Upon completion of the services, invoice(s) shall be compared to the services received. If correct, invoice shall be signed and dated and processed for payment.

CHAPTER V - VENDOR PROTEST PROCEDURES

A. Purpose

The purpose of these procedures is to set forth the procedures to be utilized by Foothill Transit in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

B. General

In order for a bid protest to be considered by Foothill Transit, it must be submitted by an interested party (as defined below in accordance with the procedures set forth herein). A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by Foothill Transit, and will be returned to the submitting party without any further action by Foothill Transit. In all instances where Foothill Transit receives a protest involving a potential contract that will be funded with Federal Transit Administration funds, Foothill Transit will notify the Federal Transit Administration of the protest, provide information concerning the nature of the protest, and keep the Federal Transit Administration informed about the status of the protest.

C. Definitions

For purposes of these Bid Protest Procedures:

1. The term "Bid" includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (RFP).
2. The term "contract" means that document to be entered into between Foothill Transit and the successful bidder and offeror.
3. The term "days" refers to normal business days of Foothill Transit staff offices.
4. The term "interested party" means any person: who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and whose direct economic interest would be affected by the award of the contract or by failure to award a contract. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

5. The term “solicitation” means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

D. Grounds for Protest

Any interested party may file a bid protest with Foothill Transit on the grounds that:

1. Foothill Transit has failed to comply with applicable Federal or State Law;
2. Foothill Transit has failed to comply with its procurement procedures;
3. Foothill Transit has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;
4. Foothill Transit has issued restrictive or discriminatory specifications; or
5. Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

E. Contents of Protest

1. A bid protest must be filed in writing and must include:
 - a. The name and address of the protestor.
 - b. The name and number of the procurement solicitation.
 - c. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of Foothill Transit procurement procedures, or specific term of the solicitation alleged to have been violated.
 - d. Any relevant supporting documentation the protesting party desires Foothill Transit to consider in making its decision.
 - e. The desired relief, action, or ruling sought by the protestor.

2. Protests must be filed with:

Director of Procurement
Foothill Transit
100 South Vincent Avenue, Suite 200
West Covina, California 91790

3. All protests must be received at the Foothill Transit address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard or Daylight Time.
4. If any of the information required by this section is omitted or incomplete, Foothill Transit will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

F. Timing Requirements and Categories of Protests

Foothill Transit will consider the following categories of bid protests within the time period set forth in each category:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five calendar days prior to the scheduled bid opening or deadline for submittal of proposals, as appropriate, in order to be considered by Foothill Transit. Any protest based on such grounds not filed within this period will not be considered by Foothill Transit. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
2. Any bid protests regarding the evaluation of bids or proposals by Foothill Transit, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with Foothill Transit no later than five calendar days after the protestor's receipt of Foothill Transit's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the evaluation of bids or proposals, or the contract approval or award will not be considered by Foothill Transit. Foothill Transit will notify all unsuccessful bidders or proposers of its intent to award a contract to the successful bidder or proposer by email at the same time it notifies the successful bidder or proposer if Board approval is not required, and at the same time as the publication of the Board agenda if Board approval is required.

G. Review of Protest by Foothill Transit

1. Foothill Transit will notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.
2. In the notification, Foothill Transit will inform the protestor of any additional information required for evaluation of the protest by Foothill Transit, and set a time deadline for submittal of such information. If Foothill Transit requests

additional information, and it is not submitted by the stated deadline, Foothill Transit may either review the protest on the information before it, or decline to take further action on the protest.

3. In its sole discretion, Foothill Transit may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to Foothill Transit relative to the merits of the bid protest. Foothill Transit will set a time deadline for the submission of such comments, which will be no less than 5 days after Foothill Transit provides notification of the protest.
4. In its sole discretion, Foothill Transit may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by Foothill Transit in deciding the bid protest if it is submitted to Foothill Transit in writing within 3 days after the conference.

H. Effects of Protest on Procurement Actions

1. Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, Foothill Transit will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless Foothill Transit determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.
2. Upon receipt of a timely protest regarding evaluation of bid or proposals, or the approval or award of a contract, Foothill Transit will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.
3. Notwithstanding the pendency of a bid protest, Foothill Transit reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:
 - a. Where the item to be procured is urgently required;
 - b. Where Foothill Transit determines, in writing, that the protest is vexatious or frivolous;
 - c. Where delivery or performance will be unduly delayed, or other undue harm to Foothill Transit will occur, by failure to make the award promptly; or

- d. Where Foothill Transit determines that proceeding with the procurement is otherwise in the public interest.

I. Summary Dismissal of Protests

Foothill Transit reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by Foothill Transit in a previous bid protest by any interested party in the same solicitation or procurement action.

J. Protest Decisions

1. After review of a bid protest by appropriate Foothill Transit staff and/or legal counsel, a recommendation shall be made to the Foothill Transit Executive Director concerning the appropriate disposition of such protest.
2. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and Foothill Transit's own investigation and analysis.
3. The decision of the Foothill Transit Executive Director shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of the Foothill Transit Executive Director will be issued within 30 days after the date all relevant information is submitted according to the dealings set forth in these procedures.
4. If the protest is upheld, Foothill Transit will take appropriate action to correct the procurement process and protect the rights of the protestor, including resolicitation, revised evaluation of bids or proposals or Foothill Transit's determination, or termination of the contract.
5. If the protest is denied, Foothill Transit will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

K. Judicial Appeals

A protestor adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California.

L. Federal Transit Administration Appeals (Only if Federal funds are used in the procurement)

1. A protestor adversely affected by a bid protest decision of the Foothill Transit Executive Director may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular

4220.1F, as currently in effect as of the date of Foothill Transit's decision on the bid protest. A protestor must exhaust its administrative remedies by pursuing Foothill Transit's protest procedures to completion before appealing Foothill Transit's decision to FTA.

2. Under the provision of the FTA Circular, FTA will only review protests regarding the alleged failure of Foothill Transit to have written protest procedures, the alleged failure of Foothill Transit to have complied with its protest procedures; or Foothill Transit's alleged failure to review a protest when presented the opportunity to do so. FTA will not consider every appeal filed by a protestor merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violation of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.
3. In accordance with the FTA Circular, such protest must be filed with FTA's Regional Office no later than five (5) working days after the date when the protestor has received actual or constructive notice of Foothill Transit's final decision or within five (5) working days of the date when the protestor has identified other grounds for appeal to FTA (i.e., Foothill Transit's failure to have or failure to comply with its protest procedures or failure to review the protest.)

CHAPTER VI - CONTRACT ADMINISTRATION

A. Contract Administration Guidelines

1. A Notice to Proceed will be issued as necessary as determined by the Director of Procurement in consultation with legal counsel and the Project Manager.
2. A letter of agreement shall be sufficient for projects with a specific scope of work and with a value of \$10,000 or less.
3. A full contract agreement will be entered into and executed for all other projects.
4. All agreements will be assigned a contract number, which must be referred to on the Purchase Order and the contractor's invoices.
5. Once the Notice to Proceed or agreement is signed, the Project Manager will originate the Purchase Order.
6. The Project Manager will approve all invoices before payment is issued.
7. The Executive Director will sign all contracts unless unavailable in which case contracts will be signed in accordance with the adopted Procurement Policies and Procedures.
8. A copy of the procurement document must be included with the contract files, including an explanation of the process used in procuring the goods or services.
9. The Project Manager is responsible for ensuring that each contractor provides the goods and services specified in the contract in accordance with the terms and conditions of the contract including, but not limited to, product and/or construction specifications.

B. Federal Procurement Requirements

Since Foothill Transit receives FTA capital assistance, Federal procurement requirements apply to all Federally-funded capital procurements. Some of these requirements are unique and pertain only to Federally-funded procurements. Listed below are those specific contract terms and/or regulatory or administrative requirements that only apply when Federal funds are being utilized for the procurement. Note that the requirements of the Americans with Disabilities Act, the equal opportunity provisions of the Civil Rights Act of 1964, as amended, and the FTA's Drug and Alcohol Testing Requirements (49 CFR Parts 655) apply to all procurements (if applicable) even if Federal funds are not utilized.

1. State or local geographic preferences, except those expressly mandated or encouraged by Federal statute, are prohibited.
2. For procurements over \$100,000, the Buy America requirements set forth in 49 CFR part 661 apply.
3. Any procurement involving equipment, materials, or commodities suitable for transport by ocean vessel shall contain the clauses required by 49 CFR Part 381: Cargo preference - U.S. Flag Vessels.
4. In the procurement of rolling stock, the requirements of 49 CFR Part 663 concerning Pre-Award and post-Delivery Audits apply.
5. In the procurement of buses, the requirements of 49 CFR Part 665 concerning Bus Testing apply.
6. For public works/construction projects, the requirements of 49 CFR Part 41 (specifically Part 41.117: Seismic safety) apply.
7. For public works/construction projects or activities exceeding \$2,000, the requirements of the Davis-Bacon Act (40 U.S.C. 276a - 276a(7)) and implementing Department of Labor regulations apply.
8. For public works/construction projects in excess of \$2000, the provision of the Copeland Anti-Kickback Act (40 U.S.C. 276c) and implementing Department of Labor regulations apply.
9. For public works/construction projects, the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-222) and implementing Department of Labor regulations apply.
10. For any contract of over \$100,000, the third party contractor will be required to complete and submit certification forms, and, if appropriate, lobbying disclosure forms concerning compliance with 31 U.S.C. 1352.
11. Each third party contractor must acknowledge that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal government reserves the right to impose penalties under the Program Fraud Civil Remedies Act of 1986.
12. Each third party contractor is required to acknowledge the mandatory standards and policies related to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et. seq.).

13. For public works/construction projects, each third party contractor must agree to comply with any Federal environmental and resource conservation requirements that apply to the construction activities under the terms of the Contract. The contractor is required to report any violation of standards, orders or regulation issued under the Clean Air Act (42 U.S.C. 7401 et. seq.) or the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) resulting from any activity of the contractor in connection with the performance of the contract to FTA and to the appropriate U.S. EPA regional office. The contract is responsible for the disposal of hazardous materials, in accordance with applicable Federal, State and local law and guidelines
- ~~14.~~ ~~Federal, State and local law and guidelines.~~
- ~~15-14.~~ Each third party contractor for contracts over \$25,000 must certify that they will not enter into contracts for over \$25,000 with suspended or debarred contractors (Executive Order 12549; 49 CFR part 29).
- ~~16-15.~~ Each third party contractor must comply with Civil Rights requirements concerning nondiscrimination and equal employment opportunity (29 U.S.C. 623; 42 U.S.C. 2000, 6102, 12112; 12132; 49 U.S.C. 5332; 29 C.F.R. Part 1630; 41 C.F.R. Parts 60 et. Seq.).
- ~~17-16.~~ Each third party contractor must comply with appropriate Patent and Rights in Data requirements (37 C.F.R. Part 401 and 49 C.F.R. Part 18).
- ~~18-17.~~ Each third party contractor must comply with the Department of Transportation Disadvantage Business Enterprise (D BE) regulations (49 C.F.R. Part 26).
- ~~19-18.~~ Fly America. Each third party contractor must comply with 49 U.S.C. 40118 in accordance with the General Service Administration's regulations at 41 CFR Part 301-10.

C. Bonding Requirements

1. Purpose

To ensure uniform and equitable application of bonding requirements in compliance with State and Federal regulations, and protect the interests of Foothill Transit.

2. Responsibility

It shall be the responsibility of the Director of Procurement to ensure that these guidelines are followed and applied impartially.

3. Types of Bonds

- a. Bid Guarantee: This shall consist of a firm commitment, such as a bid bond, certified or cashier's check, or other negotiable instrument accompanying a bid as assurance the bidder will, upon acceptance of the bid by Foothill Transit, execute such contractual documents as may be required within the time specified. Foothill Transit will require bid bonds for all public works/construction projects in excess of \$6,500, for any equipment or services contract of a critical nature to the operations of Foothill Transit, or for any equipment contract in which the equipment is specifically manufactured for Foothill Transit. Public works/construction projects require a bid bond of ten (10) percent of the amount bid. Equipment purchases and service projects requiring a bid bond will have a bond requirement of up to five (5) percent of the amount bid. Foothill Transit will require proposal bonds for any equipment or services contract of a critical nature to the operations of Foothill Transit. Service projects requiring a proposal bond will have a bond requirement of up to five (5) percent of the amount bid. Failure of bidders to comply with these requirements will result in a determination by the Director of Procurement that the bid is non-responsive.
- b. Performance: This is a bond executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract. Performance bonds shall be written by a corporate surety registered in the County of Los Angeles in the State of California. Foothill Transit will require performance bonds for all public works/construction projects in excess of \$6,500, for any equipment or services contract of a critical nature to the operations of Foothill Transit, or for any equipment contract in which the equipment is specifically manufactured for Foothill Transit. Public works/construction projects require a performance bond of 100 percent of the amount of the contract. Equipment purchases requiring a bond will have a bond requirement of up to twenty (20) percent of the amount of the contract. Service projects requiring a bond will have a bond requirement of up to 100 percent of the amount of the contract.
- c. Payment: This is a bond executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bonds shall be written by a corporate surety registered in the County of Los Angeles in the State of California. Foothill Transit will require a bond for public works/construction contract over \$25,000. The required payment bond will be 100 percent of the amount of the contract.

4. Procedures

Bid guarantees and performance bonds are required by the State of California for all public works/construction projects in excess of \$6,500. Payment bonds are required by the State of California for all public works/construction projects in excess of \$25,000.

Bid guarantees and/or performance bonds are not required unless the procurement involves equipment or services of a critical nature to the operations of the agency and/or is specifically manufactured for the agency thereby making procurement from another source difficult or time consuming. Payment bonds are not required under these circumstances.

Required bonding levels are:

Type of Project	Type of Bond		
	Bid	Performance	Payment
Public Works/Construction (as applicable)	10%	100%	100%
Materials and Equipment	up to 10%	up to 20%	Not Required
Services (except for personal or professional)	up to 5%	up to 100%	Not Required

5. Forfeiting of Bonds

All contracts that contain bonding requirements shall contain a clause allowing termination on default of the contractor and providing that in such cases the surety company shall bear the responsibility for the completion of the contract, or if no surety company has provided a performance bond, Foothill Transit will claim the alternate to the performance and payment bond and use such funds for the completion of the contract.

D. Insurance Requirements

1. Insurance requirements vary depending on the project type. They may include provisions for personal injury, environmental liability and other areas. The insurance requirements for each project are established by Foothill Transit.
2. In assessing risk, Foothill Transit will consider the following project information:
 - a. Scope of work.
 - b. Contract amount.

- c. Whether the project requires the contractor to operate on Foothill Transit property.
 - d. The ultimate use of the good or service provided by the contractor.
 - e. Previous experience associated with similar or related projects.
3. Once the insurance requirements are defined, they must be included in the procurement document.
 4. The Director of Procurement will request that insurance certificates be provided within ten (10) business days after contract execution. A copy of the insurance certificate is to be kept in the project file.
 5. The Director of Procurement shall not allow any contract to continue without proper insurance in effect after notification of the lapse of requisite insurance.

E. Liquidated Damages

1. The Project Manager will determine whether the use of a liquidated damages provision is appropriate for each specific procurement. The amount of liquidated damages must be reasonable, shall be set at a specific rate for each day of overrun in contract time for a public works/construction contract or for delivery of goods, or for each instance of an incident giving rise to imposition of liquidated damages in a service contract, and the rate must be specified in the contract. If liquidated damages are assessed in a Federally-funded contract, the Project Manager in consultation with the Finance Manager will ensure that, as appropriate, the liquidated damages recovered are credited to the project unless the Federal Transit Administration permits otherwise.
2. A liquidated damages clause may be used if it is determined that:
 - a. The time of delivery of goods or services to Foothill Transit is critical, and Foothill Transit can expect to suffer damage if the delivery is delinquent.
 - b. The extent or amount of such damage would be difficult or impossible to determine.

F. Indemnification

All contracts shall provide that the contractor indemnify and save harmless Foothill Transit, its members, Executive Board Members, officers, agents, ~~management consulting staff employees~~, and other consultants or contractors as appropriate from any injuries and or damages received by any person during any operations

connected with the Contract, by use of any improper materials, or by any act or omission of the Contractor or his subcontractor, agents, servants or employees.

G. Termination for Convenience

All contracts shall contain a provision allowing for the termination of the contract for convenience by Foothill Transit and prescribe methods in which the contractor may calculate cost of work already performed, and termination settlement costs.

All contracts supported by

Federal grants that exceed \$10,000 are to include provisions that allow Foothill Transit to terminate the contract, and that stipulate the manner by which termination will be made and the basis for settlement.

H. Dispute Resolution

All contracts shall contain provisions providing that any dispute between the contractor and Foothill Transit relating to the implementation or administration of the contract in question be resolved in accordance with a dispute resolution process set out in the contract.

I. Project Control File

The project control files shall be maintained during the procurement process, throughout the term of the contract and for three years following completion of all work.

The control file consists of the following sections:

1. Vendor list.
2. Rationale for type of procurement used.
3. List of all vendors responding to the procurement.
4. All documentation relating to the selection process, including, but not limited to: evaluation score sheets, bids, rationale for selection and/or rejection of respondents, and the source selection plan.
5. Notice to proceed (if applicable).
6. Final contract.
7. Executive Board report, if required.
8. All correspondence.
9. Proof of insurance.
10. Bond documents.
11. Notice of Solicitation.
12. Legal advertisement.
13. Original procurement document and all addenda.
14. Original responses to the procurement.
15. DBE information.
16. Returned mail.

J. Vendor File

1. The Vendor File consists of a listing of businesses, organizations, and enterprises that could provide quality goods and services specific to Foothill Transit.
2. A vendor may be declared “not responsible” and removed from the Vendor File if the vendor:
 - a. Repeatedly misses deadlines in deliveries of goods and services.
 - b. Provides unsatisfactory goods and services.
3. Before declaring a vendor to be “not responsible,” the Director of Procurement will make every effort to give the vendor an opportunity to correct the problem. The following steps must be followed:
 - a. Notify vendor of possible disqualification from vendor list
 - b. If no response to the first notice is received, issue a second notice
 - c. If no response to the second notice is received, the third notice will be issued informing the vendor that it has been deemed “not responsible” and removed from the Vendor file effective ten days from the date of the third notice.
4. A file will be kept of all activity and communications with the vendor. All actions must be fully documented and the file will be retained for a period no less than two years.
5. In order for a vendor to be reinstated into Foothill Transit’s Vendor File, the vendor must file a request with the Director of Procurement in writing declaring to be a “responsible vendor.”
6. The reinstatement letter must include the following:
 - a. Reason vendor failed to respond to procurement requests.
 - b. Reason vendor provided slow or unsatisfactory deliveries.
 - c. Steps vendor has taken to eliminate slow or unsatisfactory deliveries.
 - d. Statement why vendor should be reconsidered as a responsible vendor.
 - e. Promise to maintain their responsible vendor status.

K. Types of Contracts and Payment Terms

1. Except as provided in this section, any type of contract which will promote the best interest of Foothill Transit may be used. A type of contract other than firm, fixed-price may be used only when a determination is made by the Director of Procurement that such contract is likely to be less costly than the firm, fixed-price contract or that it is impractical to obtain the supplies, services or construction required by the firm, fixed-price contracting method.
2. A firm, fixed-price contract establishes a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.
3. A cost-reimbursement contract is one in which the contractor is paid its reasonable, allocable and allowable costs of performance regardless of whether the work is completed.
4. A time and material contract can be used only:
 - a. After a determination by the Director of Procurement that no other type of contract is suitable; and
 - b. If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.
5. Cost plus percentage of cost contracts are prohibited.
6. Advance payments utilizing Federal Transit Administration funds are prohibited unless prior written concurrence is obtained from the Federal Transit Administration.
7. Progress payments will only be made on the basis of costs incurred or, in the case of construction contracts or certain major acquisition contracts, on the basis of percent of completion or major milestones completed or major components procured. In such cases, legal counsel will ensure that the contract provides that Foothill Transit obtain adequate security including taking title to major components, letters of credit or equivalent means to protect Foothill Transit's interests.

Exhibit B

Recommended Procurement Method Level Changes

Goods and Services

Current Threshold	Proposed Threshold	Method of Procurement
Less than \$5,000*	No change	Micro Purchase
\$5,000 - \$20,000**, ***	\$5,000 - \$75,000	Small Purchase
Greater than \$20,000	Greater than \$75,000	RFP or IFB
*Less than \$3,000 when Federal Funds are used ** \$3,000 to \$75,000 when Federal Funds are used *** Agency reserves the right to use the IFB/RFP Process if desired		



October 23, 2015

To: Executive Board

Subject: **Request to Issue Invitation for Bids (IFB) No. 16-023 – Arcadia Vault Canopy**

Recommendation

Authorize the Executive Director to Issue IFB No. 16-023 for construction activities related to the Arcadia Vault Canopy Installation project.

Analysis

Foothill Transit buses are equipped with an on-board farebox for customer cash collection. Currently, cash fares contained in the on-board farebox are deposited into a secured vault at the conclusion of the day's service along with refueling and bus washing activities. For increased security, visibility, and monitoring of the farebox vaulting activities, a modification of the farebox vaulting process is recommended. The new farebox vaulting policy requires that every bus returning from service vault all farebox contents as buses enter the facility. This is similar to the farebox vaulting process currently in place at the Pomona Operations & Maintenance Facility. In addition, this new procedure improves data collection of daily cash fares generated by each bus.

To implement this new procedure at the Arcadia Operations & Maintenance Facility, new farebox vaulting equipment will be installed just north of the dispatch area near the main bus entrance gate. The Arcadia Vault Canopy project scope of work includes a new canopy shelter to match the architectural style of the facility, including any civil and electrical work for the new farebox vaulting station. The canopy will be equipped with overhead LED lighting and employee seating. Additionally, conduit provisions for data and power for farebox vaulting equipment will be installed from canopy shelter to Foothill Transit's data room in the administrative building at Arcadia. The new farebox probing and vaulting equipment will be installed by Cubic Transportation Systems under an existing contract.



Special Executive Board Meeting - 10/23/15
Request to Issue Invitation for Bids (IFB) 16-023 - Arcadia
Vault Canopy
Page 2

Budget Impact

Funding is included in Foothill Transit's approved Fiscal Year 2015-2016 budget for Fare System Equipment - Phase II.

Sincerely,

A handwritten signature in blue ink, appearing to read 'V. Saucedo'.

Vincent Saucedo
Construction Project Manager

A handwritten signature in blue ink, appearing to read 'D. Barnes'.

Doran J. Barnes
Executive Director



October 23, 2015

To: Executive Board

Subject: **Contract Award – Art Component at the Azusa Intermodal Transportation Center**

Recommendation

Authorize the Executive Director to execute a contract with Artist Jose Antonio Aguirre for an estimated contract amount of \$170,000 to include fabrication and installation of an art element for the Azusa Intermodal Transportation Center.

Analysis

Metro commissions artists to create engaging and thought-provoking works of art to form part of various transit-related projects. Each Gold Line station artist or artist team works with the underlying City and builders to integrate their uniquely selected materials, color palette and artwork into each station. Commissioned to create a permanent art installation at the Metro Gold Line Azusa Downtown Station, public artist Jose Antonio Aguirre's station artwork is inspired by the unique tribal history of the region.

On October 12, 2015 the Azusa City Council received a presentation from the Azusa Gold Line Station artist Jose Antonio Aguirre on design alternatives for the exterior of the Azusa Intermodal Transportation Center. A final presentation to the City Council will be made on October 26, 2015 to obtain approval and direction on the proposed art designs. In anticipation of the approval by the City Council, the recommendation is to execute a contract with the Artist Jose Antonio Aguirre for an estimated contract amount of \$170,000. Work by the Artist shall include fabrication and installation of a mosaic mural to be incorporated on the south wall of the facility, include an Azusa monument sign.

In order to create a tie-in between the Gold Line Azusa Downtown Station and the Azusa Intermodal Parking Facility, meandering river sidewalk pavers are being proposed. The sidewalk pavers can be installed by Foothill Transit's general contractor while the color selection will be made by the artist to replicate the "meandering river" as installed on the Azusa Downtown Station. The concrete pavers will also require additional design by the architectural consultant, Choate Parking Consultants to replace the current sidewalk design with the concrete pavers. The estimated total for the additional art



component is approximately \$250,000. The new artwork will be a shared cost between the City of Azusa and Foothill Transit. This cost will be included in the overall Project expense. Should the additional art work exceed the funding obligations as described in the Memorandum of Understanding, Amendment No. 4, the City will be responsible for securing additional funds for completion of the art work.

MAP-21 associated transit improvements, under 49 U.S.C. 5302, stipulates that art can be integrated into facility design, landscaping, and historic preservation, and funded as a capital expense associated with transit improvements. The incidental costs of incorporating art into facilities and including an artist on a design team continue to be eligible expenses.

Budget Impact

Foothill Transit's current Business Plan includes funding for Azusa Park & Ride Project.

Sincerely,

A handwritten signature in blue ink that reads "Sharlane Bailey".

Sharlane Bailey
Director of Facilities

A handwritten signature in blue ink that reads "Doran J. Barnes".

Doran J. Barnes
Executive Director



October 23, 2015

To: Executive Board

Subject: **Fiscal Year 2014-2015 Comprehensive Annual Financial Audit
Report Results**

**This item has been rescheduled and will be presented at the December 11,
2015 Executive Board Meeting.**



October 23, 2015

To: Executive Board

Subject: **California Transit Association's 50th Annual Fall Conference & Expo Update, November 18-20, Pasadena**

Recommendation

Receive and file the California Transit Association's 50th Annual Fall Conference & Expo Update.

Analysis

Foothill Transit and Pasadena Transit will be co-hosting the California Transit Association's 50th Annual Fall Conference and Expo. The California Transit Association has been representing transit agencies in our state for 50 years and the annual conference will be the culmination of the anniversary celebration.

The conference will be held November 18-20 at the Pasadena Convention Center. The conference schedule overview is provided as **Attachment A**. During the conference there will be plenary session and concurrent sessions on topics such as zero emission bus technology challenges, stretching marketing dollars, how to manage data, and updates on Cap and Trade. As a co-host of this conference Foothill Transit will display information about our service and projects at a table near the registration booth. This provides an excellent opportunity to showcase our service and our agency.

Each year on Thursday evening during the conference there is an evening reception, and this year that reception will be held at the Rose Bowl with tours of the stadium and access onto the field. The conference also provides two technical tours scheduled for the host agencies to give a tour and show their latest projects or technology. Foothill Transit's technical tour will be of our Ecoliner. Staff will be explaining the charging process of our electric buses as well as providing a ride around town to top off the tour. A second technical tour will be hosted by Pasadena Transit. Pasadena staff will guide attendees to their facility and provide an overview of their Data Management Technology. Both tours are within walking distance of the Pasadena Convention Center.



The Program & Conference Committee has been holding bi-weekly meetings for conference planning. Various subgroups have been meeting on the off weeks to discuss their areas of responsibilities - ranging from the concurrent sessions to Thursday's reception to the Expo. Foothill Transit staff including David Reyno, Linda Apodaca, and Katie Gagnon have been participating in the conference planning subgroups to ensure this conference is a success and a great representation of Foothill Transit.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Gagnon', written in a cursive style.

Katie Gagnon
Special Projects Manager

A handwritten signature in blue ink, appearing to read 'Doran J. Barnes', written in a cursive style.

Doran J. Barnes
Executive Director

California Transit Association's 50th Annual Fall Conference & Expo
Pasadena Convention Center November 18-20, 2015

PRESENTED BY



REGISTER TODAY

CELEBRATING
THE PAST,
FORGING
THE FUTURE

Connecting us for



California Transit Association's
50th Annual Fall Conference & Expo



PRELIMINARY AGENDA

TUESDAY, NOVEMBER 17

3:30 pm – 4:30 pm	Registration Desk Open
4:00 pm – 8:00 pm	Executive Committee Meeting

WEDNESDAY, NOVEMBER 18

7:45 am – 5:30 pm	Registration Desk Open
8:00 am – 10:00 am	Maintenance Committee Meeting
8:30 am – 10:00 am	Operations Committee Meeting
10:30 am – 12:00 pm	Welcome & Opening General Session <i>Forging Transit's Future: Defining the Vision</i>
12:00 pm – 1:30 pm	50 th Anniversary Lunch & Games
1:45 pm – 3:15 pm	Concurrent Sessions I
3:30 pm – 5:30 pm	Tech Tours
5:30 pm – 7:00 pm	Welcome Reception & Expo

THURSDAY, NOVEMBER 19

7:30 am – 5:00 pm	Registration Desk Open
7:45 am – 9:00 am	Small Operators Award Breakfast
8:00 am – 9:00 am	Breakfast & Expo
9:15 am – 10:30 am	Keynote Session <i>Featuring Tony Seba</i>
10:45 am – 12:15 pm	Concurrent Sessions II
12:15 pm – 2:45 pm	Expo, Lunch & Prize Drawings
3:00 pm – 4:30 pm	Concurrent Sessions III
5:00 pm – 7:30 pm	Reception at the Rose Bowl

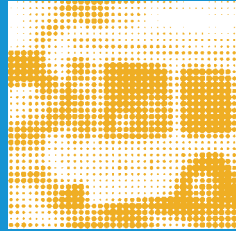
FRIDAY, NOVEMBER 20

8:00 am – 12:00 pm	Registration Desk Open
8:00 am – 9:00 am	Breakfast Buffet
9:00 am – 10:30 am	Concurrent Sessions IV
10:45 am – 12:15 pm	Closing General Session <i>Featuring Gabe Klein</i>
12:15 pm	Conference Adjourns

Connecting us for



CELEBRATING THE PAST, FORGING THE FUTURE



The world of public transit is evolving. Innovations inspired by advances in technology are making public transit systems smarter and better connected for operator and rider, and work more sustainably and cost-effectively. Ridership continues to climb and non-traditional mobility-as-a-service offerings are gaining critical mass. This is a pivotal time in our history. The offerings from fixed-route, bus rapid transit, paratransit, light rail, trolley, and commuter rail have never been as extensive and interconnected.

Don't miss this opportunity to join in the dialog around public transit today and share ways to take advantage of the innovations, and pilot programs being implemented by transit agencies around the state.

WHO SHOULD ATTEND?

The conference is designed for transit organizations of all sizes and for transit industry professionals at all levels, including CEOs, general managers, board members, maintenance professionals, financial and operations managers, information technology administrators, marketing managers, human resources managers, legislative affairs managers, transit business members, and transit activists.



2015 AGENCY HOSTS

This year we have two agency hosts supporting the conference: Foothill Transit and the City of Pasadena.

Foothill Transit provides community-oriented, environmentally friendly bus service throughout Southern California's San Gabriel and Pomona Valleys, including express bus routes to Pasadena and Downtown Los Angeles. The City of Pasadena offers its own local services, Pasadena Dial-A-Ride and the Pasadena Area Rapid Transit System (ARTS).

SPECIAL EVENTS & ACTIVITIES

KEYNOTE AND GENERAL SESSIONS

Forging Transit's Future: Defining the Vision

Wednesday, November 18 | 10:30am – 12:00pm



Opening General Session facilitator, **Greg Lindsay**, a journalist, futurist, and established authority on globalization and innovation leads a provocative panel discussion during *Forging Transit's Future* to explore the profound effect on public transit's future of emerging social, political, technological, and

cultural trends. Panelists from the private sector, academia, and our most innovative public transit systems suggest how transit must evolve to enhance the communities where we live and work. Panelists include **Scott Bogren**, Community Transportation Association of America, **Tim Papandreou**, San Francisco Municipal Transportation Agency, **Seleta Reynolds**, Los Angeles Department of Transportation, and **Susan Shaheen**, UC Berkeley Transportation Sustainability Research Center.

Is Our Urban Transportation Infrastructure Obsolete?

Thursday, November 19 | 9:15am – 10:30am



Keynote speaker **Tony Seba** is an entrepreneur, educator, author, and business architect. He offers insights on the mega-trends that are reshaping public and private transportation and how planners can stay one step ahead in rethinking and redrawing the transportation landscape in a clean, sustainable, and budget-conscious way.

Best Change Management Practices for Taking Action

Friday, November 20 | 10:45am - 12:15pm



Closing keynote speaker **Gabe Klein** has demonstrated in his work (from Zipcar to food trucks, to running a state and city Department of Transportation) how to innovate successfully, regardless of the sector or the budget size, to create great spaces and places. In his new book *Start-Up City*, Gabe gives the formula

for making big change fast – that sticks – even in a future of exponential technological change. The principles Gabe shares can be applied whether you are in a small town, a mid-sized region or a large city.

ACTIVITIES

Jim Ditch Golf Tournament and Awards Lunch

Tuesday, November 17 | 8:00 am – 2:00 pm

This annual golf outing, in its sixth year, benefits the James A. Ditch Education Fund to promote and support careers in public transportation. To learn more, visit: www.scrttc.com and click on Ditch Fund.

2015 TECH TOURS

Wednesday, November 18 | 3:30 pm – 5:30 pm*

Ecoliner Electric Bus Tech Tour

Climb aboard Foothill Transit's Ecoliners – California's largest fast-charge, all electric, zero-emissions bus fleet – and hear about the agency's future plans to expand their electric bus program. Enjoy the ride and chat with Foothill Transit's vehicle technology crew and observe the in-route fast charging process.

Transformative Data Management Tour

Get a first-hand look at the City of Pasadena's recent roll out of technology on its fixed-route service that has created a system that has fully integrated data and learn how the management of this data has enabled the transformation of its operations and strategic planning.

* These tours take place concurrently.

EVENTS

The Expo

Take advantage of the multiple opportunities to meet, greet, and enjoy good food, all while viewing what's new in products and services for the transit industry.

Wednesday, November 18

Welcome Reception & Expo: 5:30 pm – 7:00 pm

Thursday, November 19

Breakfast & Expo: 8:00 am – 9:00 am

Expo, Lunch & Prize Drawings: 12:15 pm – 2:45 pm

Small Operators Award Breakfast

Thursday, November 19 | 7:45 am – 9:00 am

All transit operators are invited to participate in this informative program. This year, **Leslie Rogers**, the FTA's soon-to-retire Region IX Administrator, and **Scott Bogren**, the Community Transportation Association of America's Communications Director, will update the audience on the efforts in Congress to pass the "DRIVE" multi-year transportation reauthorization bill and other federal issues.

At the end of the session, help us celebrate as **Joe Meer**, the Small Operators Committee Chair, presents the Transit Professional and Transit Agency of the Year Awards, as well as the Transit Innovation and Distinguished Service Awards.

Note: This event requires a separate registration fee to attend.

Reception at the Rose Bowl

Thursday, November 19 | 5:00 pm – 7:30 pm

Join us for quality networking time and celebrate the California Transit Association's 50th Anniversary at the legendary Rose Bowl. You'll also experience a rare opportunity to step onto the famous field, test your passing skills, and capture the moment in a special photo op. Take a behind-the-scenes tour of the locker rooms and press box, and enjoy incredible views of the San Gabriel Mountains, all while savoring innovative cuisine by Wolfgang Puck Catering.

TRACKS AND SESSIONS AT-A-GLANCE



DAY, TIME	BREAKOUT ONE FISCAL, PLANNING, POLICY & COMPLIANCE	BREAKOUT TWO MAINTENANCE	BREAKOUT THREE MANAGEMENT & LEADERSHIP	BREAKOUT FOUR MARKETING	BREAKOUT FIVE OPERATIONS
WEDNESDAY, NOV. 18 1:45 pm – 3:15 pm 3:30 pm – 4:30 pm	Regulations vs. Expectations: Surviving the New Triennial Review and Rulemaking	Going Electric: Is It for You?	Forging Transit’s Future: Implementing the Vision Part 1 Forging Transit’s Future: Implementing the Vision Part 2	Stretching Marketing Dollars	Intelligent Transportation Systems: How to Manage and Leverage the Data We Collect
THURSDAY, NOV. 19 10:45 am – 12:15 pm 3:00 pm – 4:30 pm	Integrating Data Into the Public Planning and Policymaking Process Cap and Trade One Year Later: Lessons Learned and What Lies Ahead	Zero Emission Bus Technology Challenges On Board Video Is Changing Fast: Are You Ready?	How the Best Transit Leaders Make Great Decisions Paratransit in the 21 st Century	Making Transit Cool for Everyone How to Build a Transit Community	How to Improve and Enhance the Contract Process Understanding and Leveraging Transportation Network Companies
FRIDAY, NOV. 20 9:00 am – 10:30 am	Microtransit Trends: Fad or Future?	Disc Brakes: They Are Here, and They Work!	Setting a Place for Transit at the Local Funding Table	A+ Student Ridership Programs	Averting a Second Disaster: Latest Trends in Disaster Financial Oversight



October 23, 2015

To: Executive Board

Subject: **West Covina Bus Stop Enhancement Project**

Recommendation

Authorize the Executive Director to develop designs for transit stop shelters adjacent to Foothill Transit's Administrative office and execute an agreement with the City of West Covina in an amount not to exceed \$200,000 to construct, own, and maintain these shelters.

Analysis

Currently, the bus stop shelters for the two stops closest to the Foothill Transit Administrative offices are well worn and unremarkable in design. These stops are used by customers traveling to and from our offices and will be used by the residents of the new "Colony at the Lakes" housing complex that is being constructed adjacent to the Foothill Transit administrative offices. Further, these stops are located at a key gateway to the City of West Covina.

The Foothill Transit Bus Stop Enhancement Program (BSEP) was designed to provide member cities with financial assistance to make improvements to approved locations for the purchase of bus stop modules such as shelters, benches, trashcans, tree grates, sidewalk improvements, crosswalk improvements and landscaping.

The BSEP was developed with the following goals:

- Strengthen community identity and ownership
- Complement adjacent activities
- Provide safety-related amenities
- Improve bus stop technology
- Attract new customers
- Reinforce the positive image of Foothill Transit

The two existing older model bus shelters located next to the Administrative Office Building will be replaced with new bus shelters. The two bus stops will be the flagship of bus shelters for Foothill Transit. Further, these stops could be the first of several stops which could create a transit center and stronger transit presence in West Covina. Foothill Transit currently operates multiple



lines in West Covina along Vincent Avenue and West Covina Parkway. A sufficient transit center and corresponding amenities are not in place to serve the many transit riders who travel along this corridor.

The new bus shelters are expected to incorporate elements of the façade found at the exterior of the Foothill Transit administrative office building, LED lights, including conduit for future electronic customer information display board. The estimated cost for construction is estimated to be as much as \$200,000 depending on the selected design to be proposed and the complexity of the work to be completed which may require relocation of light posts and changes to the adjacent sidewalk.

As part of this project, Foothill Transit's Executive Director, under his contract approval authority, is anticipated to enter into an agreement with RNL Design, Foothill Transit's On-Call Architectural, Design and Engineering Services firm, to design the two bus shelters.

The project will be conducted in collaboration with the City of West Covina. The design for this project will be presented to the Foothill Transit Executive Board for approval and to the appropriate policy body for the City of West Covina. Once the design plans are approved, the City will be responsible for construction of the bus shelters.

Budget Impact

Foothill Transit's current Business Plan includes funding for this project.

Sincerely,


Sharlane Bailey
Director of Facilities


Doran J. Barnes
Executive Director



October 23, 2015

To: Executive Board

Subject: **Fiscal Year 2015-2016 First Quarter Performance Indicators Report**

Recommendation

Receive and file the FY 2015-2016 First Quarter Performance Indicators Report.

Summary

This report provides an analysis of Foothill Transit's performance indicators for the first quarter of FY 2015-2016. Foothill Transit monitors a number of measures in evaluating the services provided to the public. There are key performance indicators that record the bus system safety, courtesy, and reliability standards, along with industry-standard measurements which are monitored to assess transit operations.

In the first quarter of FY 2015-2016, Foothill Transit achieved three out of nine key performance indicator goals. The performance indicator targets met for the quarter are: miles between service interruptions; average hold time; and average cost per vehicle service hour.

Further detail on each performance measure including a description and analysis to account for the variances between reporting periods follows in the analysis section of this item. Foothill Transit's performance indicators are summarized below.

- **Boardings**- Total number of boardings recorded by the farebox in the first quarter was 3.48 million- a seven percent decrease from the same quarter last year.
- **Fare Revenue**- Total fare revenue for the quarter was \$4.44 million. The average fare was \$1.28 per boarding.
- **Operating Expenses**- Operating expenses incurred in the quarter totaled to \$18.5 million, resulting in an average cost per service hour of \$93.24.



- **Accidents-** The system averaged 0.93 preventable accidents per 100,000 miles.
- **Customer Complaints-** Foothill Transit received 18.48 complaints per 100,000 boardings in the first quarter. This is six percent higher than the first quarter of the previous year.
- **Schedule Adherence-** In the first quarter, Foothill Transit recorded 83.9 percent on-time performance. This is a two percent improvement from the first quarter of last year.

Analysis

In order to accomplish its mission, Foothill Transit has the following goals:

- Goal 1:** Operate a safe transit system.
- Goal 2:** Provide outstanding customer service.
- Goal 3:** Operate an effective transit system.
- Goal 4:** Operate an efficient transit system.

These goals provide a framework for performance indicators to quantify and measure how well Foothill Transit is performing. *Attachments A1 - B4* summarize the performance indicators used to determine Foothill Transit's progress toward achieving these goals for FY 2015-2016. Performance indicators are derived from data collected from a variety of sources including the fareboxes on buses, the SMARTBus CAD/AVL system, reports from the operations contractors, and financial performance data.

Overall System Performance

Foothill Transit's overall system performance is based on several key indicators. These include total ridership, fare revenues, vehicle service hours, and total operating expenses.

Attachment A1 summarizes performance indicators and system goals for the first quarter of FY 2015-2016. *Attachments A2 - A4* provide the same information at the monthly level for July, August, and September 2015. *Attachment L1* provides additional operations-related performance measures for the quarter. *Attachments L2 - L4* provide the same information summarized at the monthly level for July, August, and September 2015.

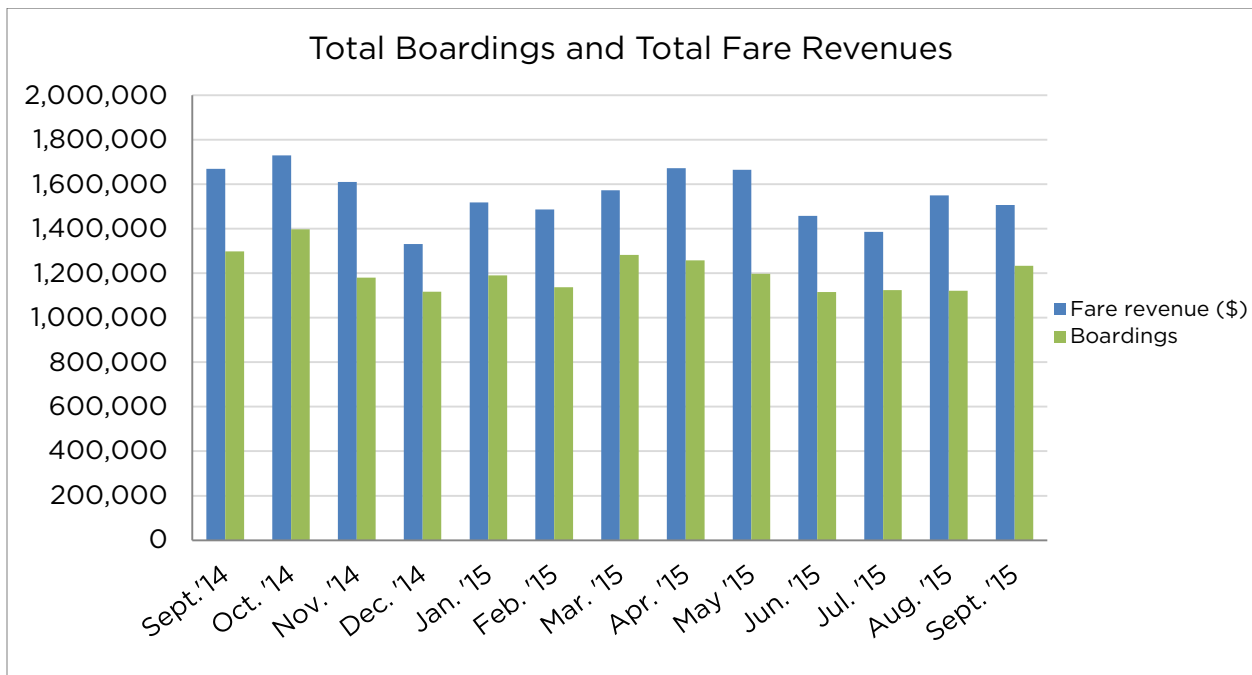
Total Boardings and Total Fare Revenues

In the first quarter of FY 2015-2016, Foothill Transit buses had 3.48 million boardings. Compared to the same period last year, this is a seven percent



decrease from 3.7 million boardings. Analysis of the three service classes show that compared to the same period the previous year, there was a 6.8 percent decline in boardings on local lines, a 10.5 percent decline in boardings on local express lines (Lines 481, 690 and Silver Streak), and a 0.1 percent increase in boardings on commuter express lines. Nationally and regionally, bus transit ridership has been on the decline for some time now. The decrease in ridership may be attributed to continued economic recovery, increase in automobile sales, and changing demographics in the region. Foothill Transit staff continues to closely monitor transit ridership trends for the system and the Southern California region, and is investigating a number of strategies to attract and retain customers.

Total fare revenue recorded in the quarter was \$4.4 million, an eight percent decline from the same period last year. The decline in fare revenue can be attributed to the seven percent decline in ridership as well as a lower average fare per boarding. Average fare per boarding for this quarter was \$1.28 compared to \$1.30 the same period the previous year.



Vehicle Service Hours and Operating Expenditure

In the first quarter, Foothill Transit operated 198,361 service hours which represents a four percent increase compared to the same period during the previous year. This is mainly the result of increased commuter express service and expanded Silver Streak service over the past year.



Foothill Transit incurred \$18.5 million in operating expenses. This is 6.5 percent higher compared to the same period in the previous year. After adjusting for inflation, this is 5.8 percent higher compared to the same period last year. Variance between years is related to increased service provided.

Goal 1: Operate a Safe Transit System

Foothill Transit's primary goal is to operate a safe transit system. Foothill Transit monitors system safety by tracking the number of preventable accidents incurred for every 100,000 miles of vehicle operation.

Preventable Accidents per 100,000 Miles

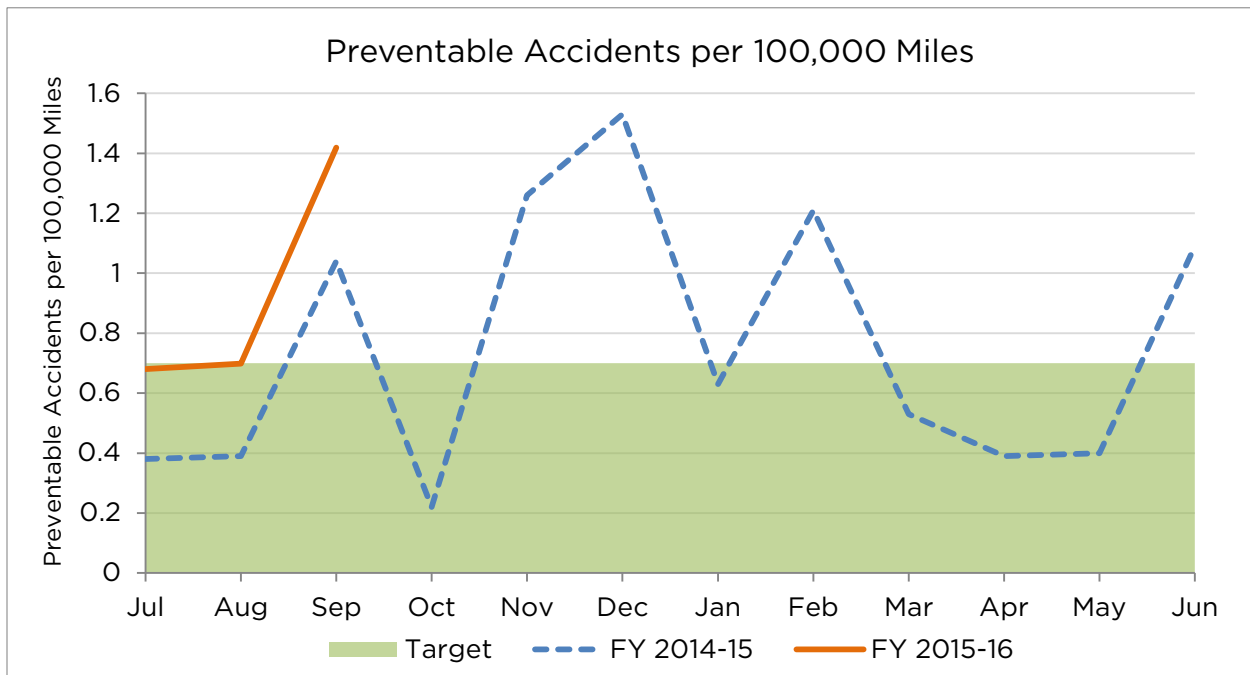
In the first quarter of FY 2015-2016, Foothill Transit did not meet the adopted standard of 0.70 or fewer preventable accidents per 100,000 miles with an average of 0.93. This is a 55 percent decline compared to the same period last year. The majority of the preventable accidents in the first quarter were vehicles making contact with fixed objects. Approximately one-third of the preventable accidents involved collisions with other vehicles.

To address the negative trend in fixed-object related accidents, Foothill Transit continues to encourage the contractors to focus on these types of accidents in their various safety campaigns such as daily safety dispatch memos, weekly safety message boards, and mirror-adjustment tests at gate-check before coaches leave the operating facility. During the first quarter, particular emphasis was placed on vehicle awareness while pulling in and out of bus stops and maneuvering in transit centers. In July, Foothill Transit staff and the operations contractors' safety managers initiated a project to identify unsafe or problematic bus stops by combining geospatial data from archived accident reports with in-field observations by road supervisors and coach operators. The goal is to equip operators with knowledge of road and bus stop conditions along specific routes so they can better avoid and prevent accidents. These efforts resulted in a decrease in safety incidents at the Puente Hills Mall stop.

Additionally, in preparation for the seasonal increase of vehicular and pedestrian traffic with the start of the school year beginning in late August, the contractors had specific campaigns to increase pedestrian safety and reinforce proper technique when entering intersections. Another safety initiative for the quarter was a passenger fall prevention review. The week of September 20 was National Fall Prevention Week which provided a prime opportunity to share best practices for operators to avoid passenger falls onboard their vehicles. There was a decline in the number of passenger falls



in the first quarter compared to previous periods. As a continuation of this review, later this fiscal year Foothill Transit will be installing onboard interior cards to communicate safety tips to riders reminding them to stay seated and/or hold on to handrails while onboard to prevent slipping or falling. Staff continues to monitor the trends and identify areas for improvement that are also addressed in the contractors' monthly safety meetings.



Goal 2: Provide Outstanding Customer Service

Foothill Transit measures this goal by monitoring the following categories: schedule adherence, average miles between service interruptions, complaints per 100,000 boardings, and average hold time for customers calling the customer service line.

Schedule Adherence

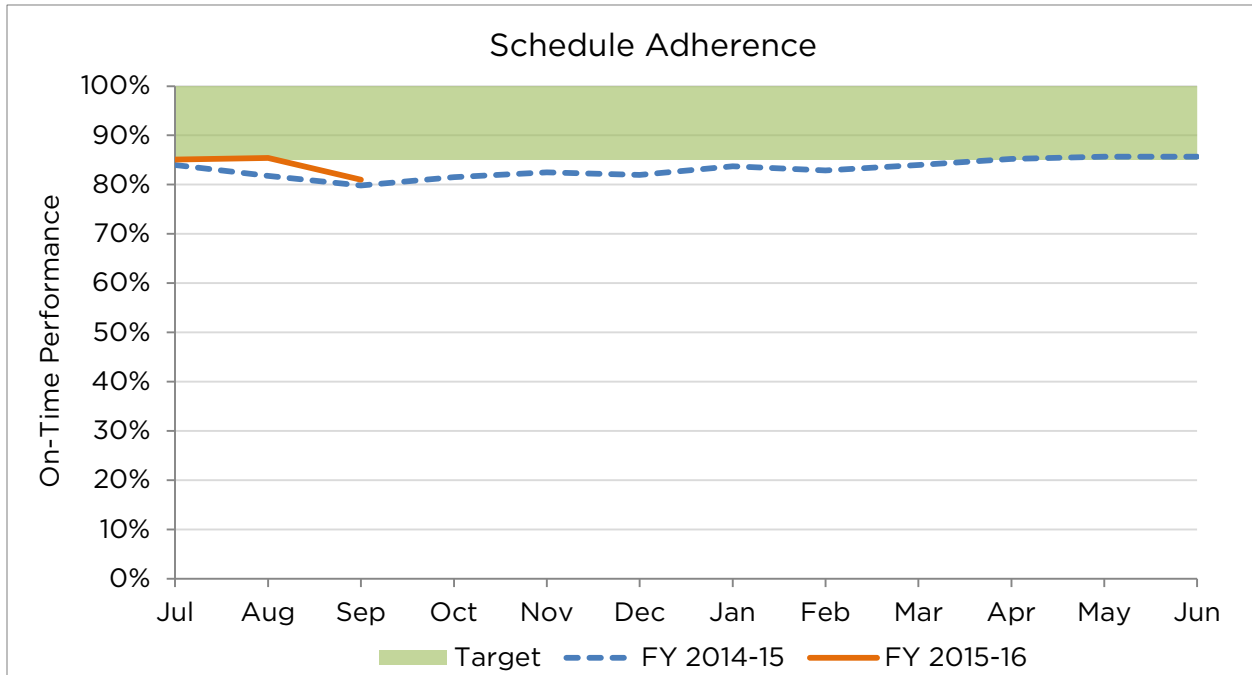
Foothill Transit measures its schedule adherence using the industry standard metric of on-time performance (OTP). OTP is calculated by evaluating a vehicle's adherence to arrival and departure at time points as published in the planned schedule. A trip is considered on-time if it departs the time point no more than five minutes late and buses are not allowed to depart a timepoint early. Foothill Transit has adopted a goal of 85 percent or higher OTP for this fiscal year. In the first quarter, Foothill Transit achieved 83.9 percent OTP for the entire system. This is a two percent improvement over last year. This



variance is mostly attributed to significant improvements to OTP for local lines.

OTP for local routes for the first quarter was 84.4 percent which is three percent higher compared to last year's OTP of 81.8 percent. On average local express and commuter express routes performed better in July and August of this year compared to the same two months last year. However, in September local express routes had two percent lower OTP and commuter express routes had six percent lower OTP compared to September of last year. In September 2015, increased AM and PM peak congestion on Interstate 10, State Route 60, and the 210 Freeway resulted in a significant increase in travel time for local express and commuter express routes traveling on those freeway corridors. Quality assurance staff monitor the SMARTBus system in real-time to ensure that the bus service runs in accordance to the published schedule. Staff is currently monitoring travel times for these routes so that, if necessary, adjustments can be made in the winter for the new schedule.

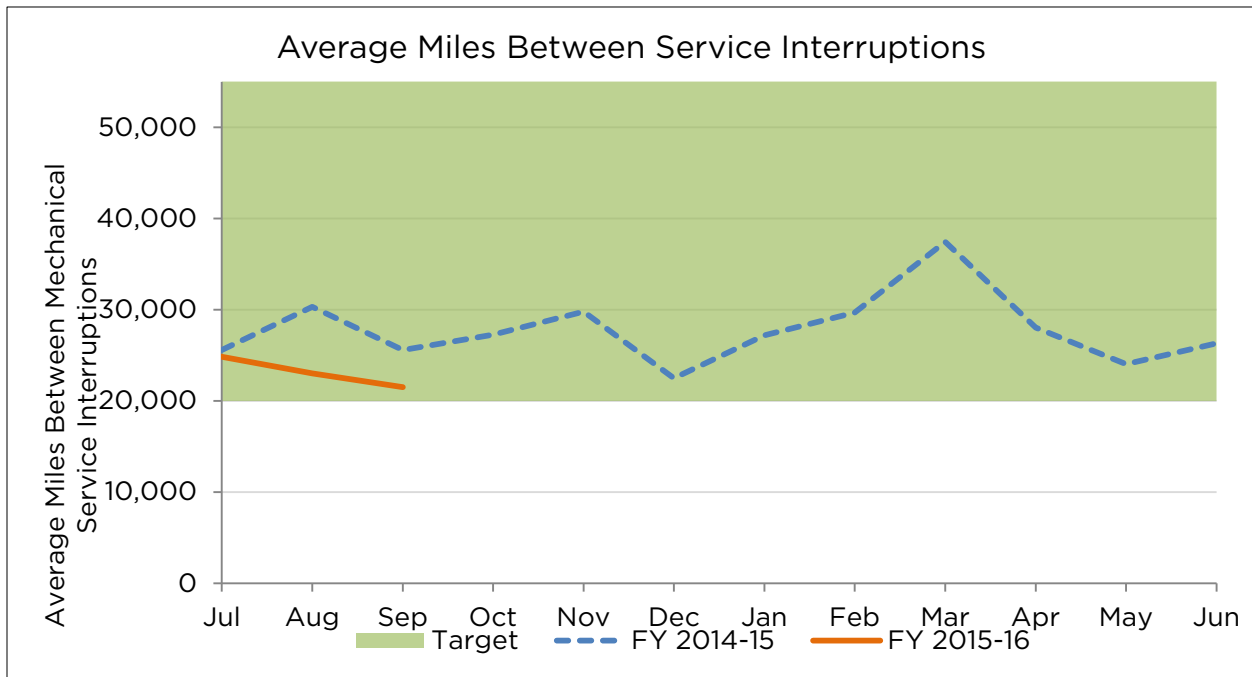
Foothill Transit and the operations contractors are using information from quality assurance staff and archived SMARTBus data to inform service planning decisions to improve schedule adherence. Schedule adjustments to improve OTP were implemented in the current schedule starting on July 12, 2015. This quarter, Foothill Transit staff held meetings with the contractors' runcutting teams in a joint effort to improve schedule adherence through better runcuts. This initiative has been very successful and continues to result in improved OTP.



Average Miles Between Service Interruptions

Average miles between service interruptions is a maintenance performance indicator that measures the miles between mechanical roadcalls of a vehicle used during revenue service resulting in a service delay of more than five minutes. In the first quarter, Foothill Transit averaged 23,063 miles between service interruptions as reported by the operations contractors. Foothill Transit exceeded the maintenance reliability goal of at least 20,000 miles between service interruptions and the metric is 15 percent lower compared to last year.

To continue upholding the adopted maintenance standard, in the first quarter, Foothill Transit staff continued various projects to monitor all aspects of bus fleet maintenance. Staff launched a new program for monthly in-house bus audits, advanced the bus heavy maintenance project, and continued to collaborate with contractors at both facilities for proactive maintenance measures. These preemptive measures have been effective in increasing the average miles between service interruptions. Careful monitoring of roadcalls by Foothill Transit staff helped identify trends in types of mechanical failures which were used to advise targeted bus maintenance efforts.



Complaints per 100,000 Boardings

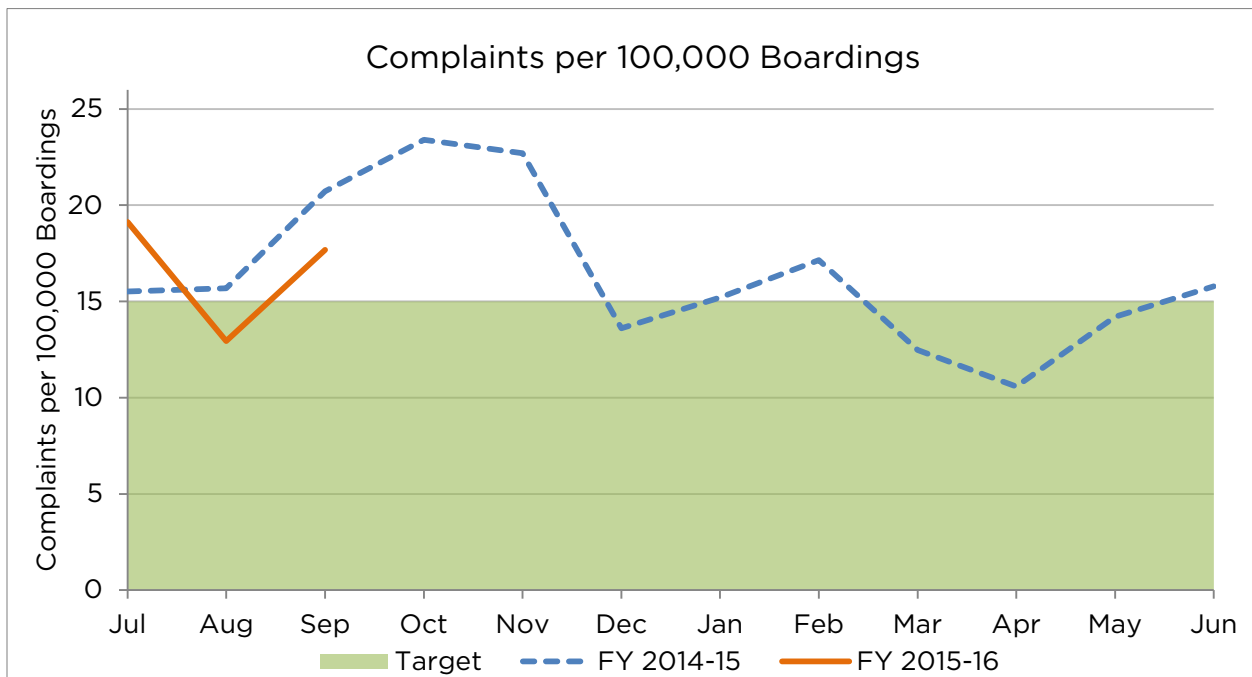
Customer complaints are counts of incidents where a customer reports dissatisfaction with the service. All customer complaints received by Foothill Transit are subject to an investigative process which ensures all customers receive a response and allows Foothill Transit to identify those instances where a complaint may not be valid. Investigations include contacting the customer and may include reviewing the SMARTBus system, dispatch logs, on-board videos, or verbal communication with the coach operator. In the first quarter of the fiscal year, Foothill Transit received 18.48 complaints per 100,000 boardings. This is above the performance target of 15.00 or fewer complaints per 100,000 boardings and is a six percent increase compared to the same period the previous year.

Of the complaints received this quarter, 48 percent were related to schedule adherence and 28 percent were related to courtesy. Following the start of the new bus schedule in July, Foothill Transit worked to improve service delivery by focusing on schedule adherence on routes with high ridership. In addition, Foothill Transit continued to advance communication of real-time information through technology by encouraging the use of the NEXTRIP web application and 1-800-RIDE-INFO customer service line which provide estimated real-time bus arrival information for passengers. In the first quarter, improvements were made to the Rider Alert message system to ensure more



customers receive the most comprehensive and accurate real-time schedule information.

Foothill Transit continues to work closely with the operations contractors to improve courtesy through targeted bus operator training programs. This quarter the contractors began customer service focused operator training such as ADA refresher training and *Communication and Customer Service Skill* training for new operators. Another successful initiative this quarter was improving communication for alerting customers of holiday schedules by beginning a holiday phone greeting one week prior to the holiday on the 1-800-RIDE-INFO customer service line. The efforts were fruitful when Foothill Transit ran holiday service on July 3rd for Independence Day and on September 7th for Labor Day.



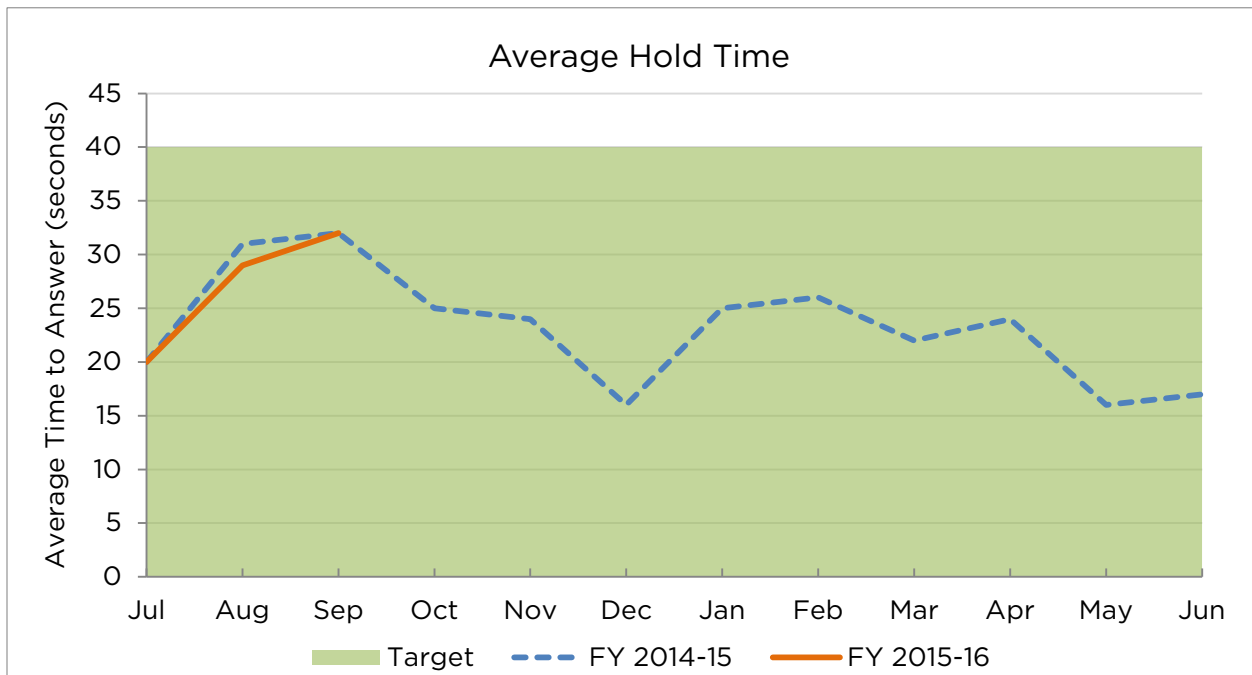
Average Hold Time

Phone systems at Foothill Transit’s five Transit Stores provide data on call volumes and times so that facilities can be staffed accordingly. The recorded average hold time of 28 seconds during the first quarter is well below the performance target of less than 40 seconds and is a four percent improvement compared to the same period last year.

Key among the findings from the onboard survey conducted in Foothill Transit’s Comprehensive Operational Analysis (COA) completed last fiscal



year are that around 18 percent of respondents would choose to access Foothill Transit information by calling Foothill Transit. A key finding from the community survey also conducted for the COA is that around eight percent of respondents would choose to call Foothill Transit to find information to make a trip and around eight percent of respondents do not use the Internet. These findings along with a 0.4 percent increase in call volume in the first quarter compared to the previous year, continues to motivate maintaining short average hold time. This quarter, Foothill Transit focused on improving average hold time by continuing to refine holiday and queue messages and our contractor hiring bilingual staff to meet performance targets for both English and Spanish calls.



Goal 3: Operate an Effective Transit System

Foothill Transit measures service effectiveness by monitoring boardings per vehicle service hour and average weekday boardings.

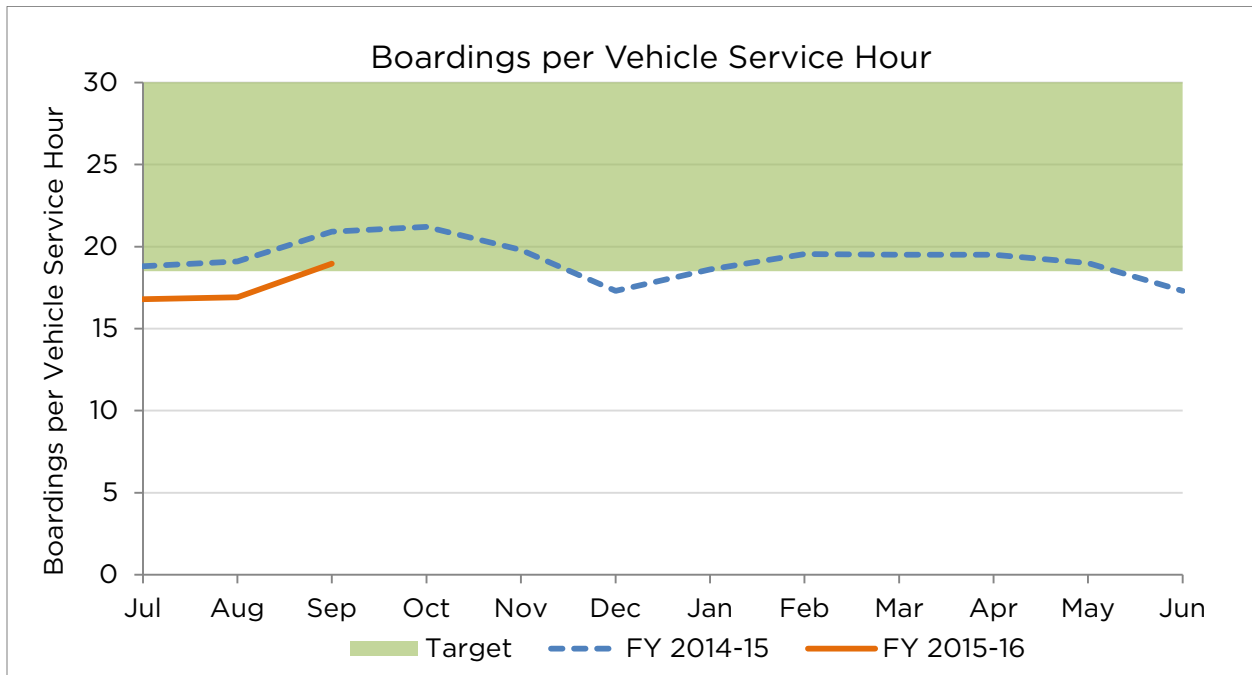
Boardings per Vehicle Service Hour

Boardings per vehicle service hour is the total number of boardings divided by the total number of service hours in a given period. Foothill Transit buses averaged 17.5 boardings per vehicle service hour in the first quarter. This does not meet the performance target of 18.5 or more boardings per service hour and is an 11 percent decline compared to the same period last year. The



operation of four percent more service hours along with a seven percent decline in ridership leads to this year-to-year variance in system performance.

In the first quarter, Foothill Transit staff worked on various projects to increase boardings per vehicle service hour. Foothill Transit continues to encourage more ridership by targeting specific demographics of customers through the Class Pass program and marketing towards schools, religious groups, and senior citizens. In August, Foothill Transit embarked on another effort to improve system effectiveness by exploiting farebox boarding data and disaggregate vehicle service hour data to evaluate boardings per vehicle service hour by specific route, day-of-week, and time-of-day. Improved data analysis allows Foothill Transit Planning staff to better understand travel demand in the service area. Foothill Transit is using the information to develop an action plan and has identified potential ways to improve the bus schedule to increase boardings per vehicle service hour.



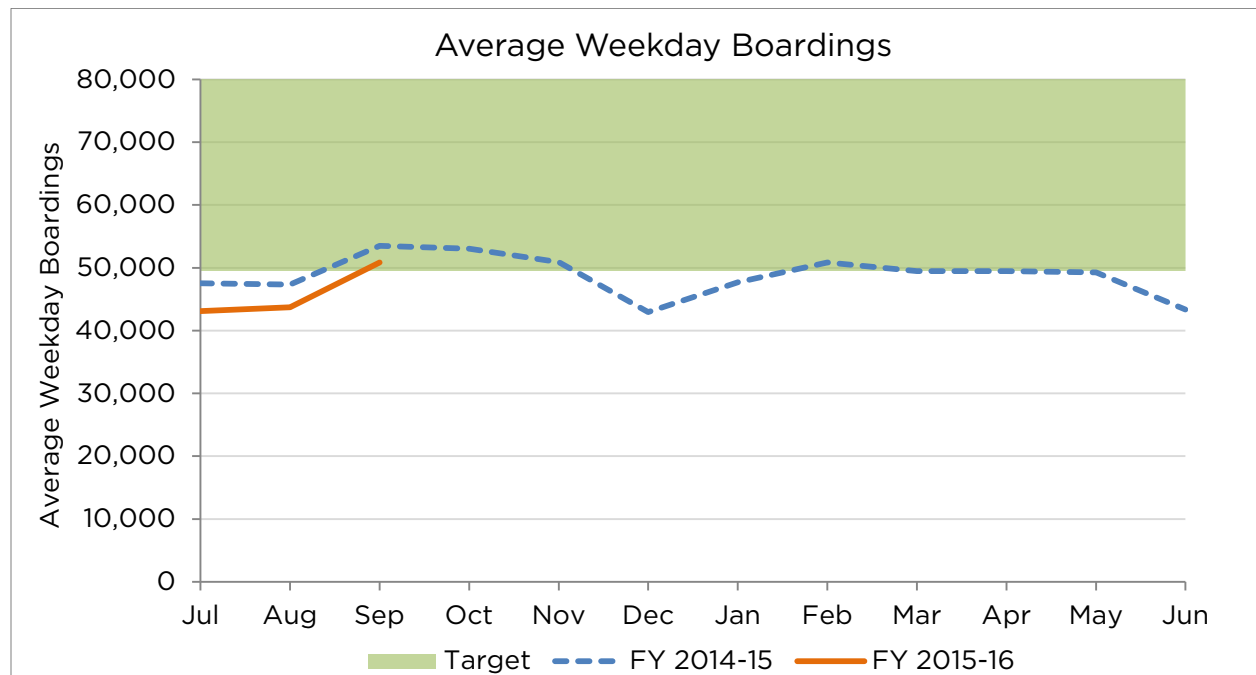
Average Weekday Boardings

The number of average weekday boardings is calculated by dividing the total number of weekday boardings by the number of days with weekday service in a given period. The fiscal year 2015-2016 performance target for average weekday boardings is to achieve at least 49,490 average weekday boardings. In the first quarter, there were 45,838 average weekday boardings which is a seven percent decline from the same period the previous year. Foothill



Transit did not meet the performance target. There was a 7.5 percent decline in average weekday boardings on local lines, a 10.6 percent decline in average weekday boardings on local express lines, and a 0.1 percent increase in boardings on commuter express lines. The overall trends in average weekday boardings closely matches the overall trends in total boardings.

In the first quarter, Foothill Transit analyzed average weekday boarding trends and developed targeted communication and marketing strategies to encourage weekday ridership. Foothill Transit completed the 2015-2016 media buy which focuses heavily on student, seniors, and minority customers. In August and September, the Class Pass campaign, an important program for attracting student riders, successfully launched for the 2015-2016 academic year. Average weekday boardings for all Foothill Transit college programs during the first quarter was 27 percent higher compared to last year. Throughout the first quarter, Foothill Transit refined business outreach for commuting employee populations by continuing to work closely with Employee Transportation Coordinator (ETC) partners and advancing business park ridesharing programs. Foothill Transit also launched the new resident program which familiarizes new residents of the service area with the Foothill Transit bus system.



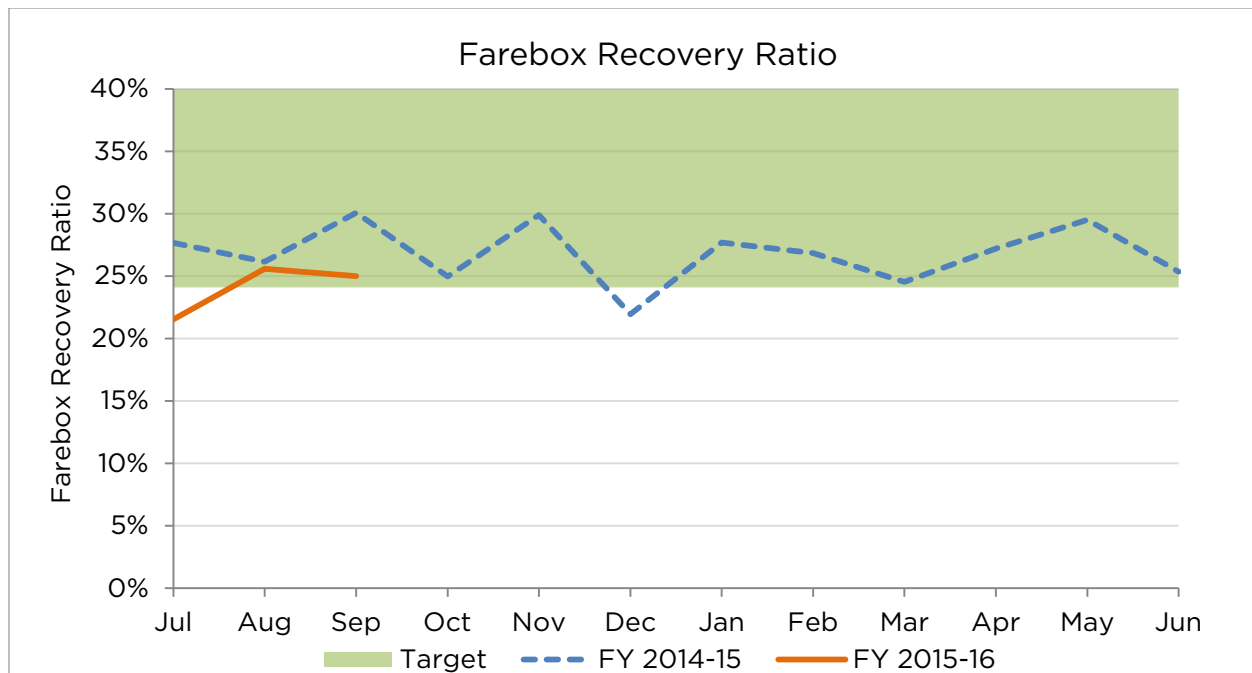


Goal 4: Operate an Efficient Transit System

Foothill Transit measures its overall efficient use of available resources by monitoring the average cost per vehicle service hour and farebox recovery ratio.

Farebox Recovery Ratio

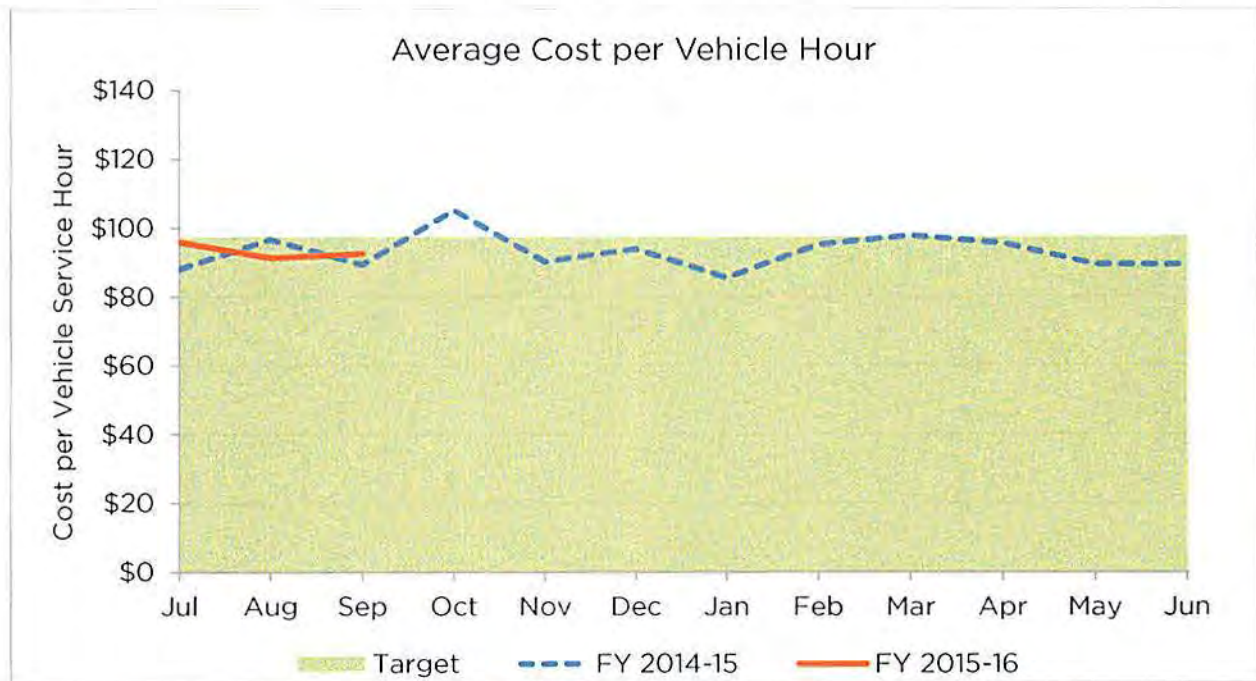
Farebox recovery ratio is a measure of the proportion of operating cost recovered by passenger fares. The farebox recovery ratio is calculated by dividing total fare revenue by total operating expense. As part of the budget development process, a goal of 24.10 percent has been established for the fiscal year. A minimum farebox recovery ratio of 20 percent for transit service is required by the Transportation Development Act (TDA) in order for transit agencies to receive the state sales tax available for public transit purposes. Foothill Transit's farebox recovery ratio for the first quarter was 24.03 percent. The first quarter's farebox recovery ratio is nearly at the fiscal year performance target of greater than 24.10 percent and exceeds the TDA requirement of 20 percent. The lower farebox recovery as compared to the budget is a result of lower fare revenues than projected due to lower than anticipated boardings.





Average Cost per Vehicle Service Hour

Average cost per vehicle service hour is an industry standard utilized to measure the cost efficiency of transit service. It is derived by dividing operating expenses by vehicle service hours. Foothill Transit's average cost per vehicle service hour for the first quarter was \$93.24, which meets the fiscal year target of less than \$97.36. Year-to-date, Foothill Transit's average cost per vehicle service hour is four percent lower than the fiscal year target.



Sincerely,

Stephanie B. Mak
Operations Analyst

Doran J. Barnes
Executive Director

Attachment A1
Foothill Transit
Key Performance Indicators
Fiscal Year 2015-2016 First Quarter

Goal	Performance Indicator	FY 2015-2016 First Quarter	Met Target?	FY 2014-2015 First Quarter	% Improvement Over Same Quarter Last Year	FY 2015-2016 YTD	Met Target?	FY 2014-2015 YTD	% Improvement YTD	Performance Target
Overall System Performance	Total Boardings	3,478,715	-	3,721,200	(7%)	3,478,715	-	3,721,200	(7%)	
	Vehicle Service Hours	198,361	-	189,986	4%	198,361	-	189,986	4%	
	Total Fare Revenue	\$4,444,356	-	\$4,843,905	(8%)	\$4,444,356	-	\$4,843,905	(8%)	
	Total Operating Expense	\$18,496,039	-	\$17,359,722	(7%)	\$18,496,039	-	\$17,359,722	(7%)	
Safety	Preventable Accidents per 100,000 Miles	0.93	No	0.60	(55%)	0.93	No	0.60	(55%)	≤ 0.70
Customer Service	Schedule Adherence	83.9%	No	81.9%	2%	83.9%	No	81.9%	2%	≥ 85%
	Miles Between Mechanical Service Interruptions	23,063	Yes	26,990	(15%)	23,063	Yes	26,990	(15%)	≥ 20,000
	Complaints per 100,000 Boardings	18.48	No	17.39	(6%)	18.48	No	17.39	(6%)	≤ 15.00
	Average Hold Time (Seconds)	27	Yes	28	4%	27	Yes	28	4%	≤ 40
Effectiveness	Boardings per Vehicle Service Hour	17.5	No	19.6	(11%)	17.5	No	19.6	(11%)	≥ 18.5
	Average Weekday Boardings	45,838	No	49,408	(7%)	45,838	No	49,408	(7%)	≥ 49,490
Efficiency	Farebox Recovery Ratio	24.03%	No	27.90%	(14%)	24.03%	No	27.90%	(14%)	≥ 24.10%
	Average Cost per Vehicle Service Hour	\$93.24	Yes	\$91.37	(2%)	\$93.24	Yes	\$91.37	(2%)	≤ \$97.36

Red = did not meet target

Attachment A2
Foothill Transit
Key Performance Indicators
July 2015

Goal	Performance Indicator	July 2015	Met Target?	July 2014	% Improvement Over Same Month Last Year	FY 2015-2016 YTD	Met Target?	FY 2014-2015 YTD	% Improvement YTD	Performance Target
Overall System Performance	Total Boardings	1,124,280	-	1,211,759	(7%)	1,124,280	-	1,211,759	(7%)	
	Vehicle Service Hours	66,991	-	64,465	4%	66,991	-	64,465	4%	
	Total Fare Revenue	\$1,386,458	-	\$1,570,708	(12%)	\$1,386,458	-	\$1,570,708	(12%)	
	Total Operating Expense	\$6,410,484	-	\$5,675,977	(13%)	\$6,410,484	-	\$5,675,977	(13%)	
Safety	Preventable Accidents per 100,000 Miles	0.68	Yes	0.38	(80%)	0.68	Yes	0.38	(79%)	≤ 0.70
Customer Service	Schedule Adherence	85.3%	Yes	84.0%	2%	85.3%	Yes	84.0%	2%	≥ 85%
	Miles Between Mechanical Service Interruptions	24,860	Yes	25,584	(3%)	24,860	Yes	25,584	(3%)	≥ 20,000
	Complaints per 100,000 Boardings	19.12	No	15.51	(23%)	19.12	No	15.51	(23%)	≤ 15.00
	Average Hold Time (Seconds)	20	Yes	20	0%	20	Yes	20	0%	≤ 40
Effectiveness	Boardings per Vehicle Service Hour	16.8	No	18.8	(11%)	16.8	No	18.8	(11%)	≥ 18.5
	Average Weekday Boardings	43,112	No	47,507	(9%)	43,112	No	47,507	(9%)	≥ 49,490
Efficiency	Farebox Recovery Ratio	21.63%	No	27.67%	(22%)	21.63%	No	27.67%	(22%)	≥ 24.10%
	Average Cost per Vehicle Service Hour	\$95.69	Yes	\$88.05	(9%)	\$95.69	Yes	\$88.05	(9%)	≤ \$97.36

Red = did not meet target

Attachment A3
Foothill Transit
Key Performance Indicators
August 2015

Goal	Performance Indicator	August 2015	Met Target?	August 2014	% Improvement Over Same Month Last Year	FY 2015-2016 YTD	Met Target?	FY 2014-2015 YTD	% Improvement YTD	Performance Target
Overall System Performance	Total Boardings	1,120,942	-	1,211,077	(7%)	2,245,222	-	2,422,836	(7%)	
	Vehicle Service Hours	66,300	-	63,373	5%	133,291	-	127,838	4%	
	Total Fare Revenue	\$1,550,942	-	\$1,603,035	(3%)	\$2,937,400	-	\$3,173,742	(7%)	
	Total Operating Expense	\$6,059,010	-	\$6,129,893	1%	\$12,469,494	-	\$11,805,870	(6%)	
Safety	Preventable Accidents per 100,000 Miles	0.70	Yes	0.39	(78%)	0.69	Yes	0.39	(78%)	≤ 0.70
Customer Service	Schedule Adherence	85.4%	Yes	81.8%	4%	85.3%	Yes	82.9%	3%	≥ 85%
	Miles Between Mechanical Service Interruptions	23,011	Yes	30,335	(24%)	23,910	Yes	27,730	(14%)	≥ 20,000
	Complaints per 100,000 Boardings	12.94	Yes	15.69	18%	16.03	No	15.60	(3%)	≤ 15.00
	Average Hold Time (Seconds)	29	Yes	31	6%	25	Yes	26	4%	≤ 40
Effectiveness	Boardings per Vehicle Service Hour	16.9	No	19.1	(12%)	16.8	No	19.0	(11%)	≥ 18.5
	Average Weekday Boardings	43,685	No	47,320	(8%)	43,392	No	47,415	(8%)	≥ 49,490
Efficiency	Farebox Recovery Ratio	25.60%	Yes	26.15%	(2%)	23.56%	No	26.88%	(12%)	≥ 24.10%
	Average Cost per Vehicle Service Hour	\$91.39	Yes	\$96.73	6%	\$93.55	Yes	\$92.35	(1%)	≤ \$97.36

Red = did not meet target

Attachment A4
Foothill Transit
Key Performance Indicators
September 2015

Goal	Performance Indicator	September 2015	Met Target?	September 2014	% Improvement Over Same Month Last Year	FY 2015-2016 YTD	Met Target?	FY 2014-2015 YTD	% Improvement YTD	Performance Target
Overall System Performance	Total Boardings	1,233,493	-	1,298,364	(5%)	3,478,715	-	3,721,200	(7%)	
	Vehicle Service Hours	65,070	-	62,148	5%	198,361	-	189,986	4%	
	Total Fare Revenue	\$1,506,955	-	\$1,671,163	(10%)	\$4,444,356	-	\$4,843,905	(8%)	
	Total Operating Expense	\$6,026,545	-	\$5,553,852	(9%)	\$18,496,039	-	\$17,359,722	(7%)	
Safety	Preventable Accidents per 100,000 Miles	1.42	No	1.04	(36%)	0.93	No	0.60	(55%)	≤ 0.70
Customer Service	Schedule Adherence	81.0%	No	79.8%	1%	83.9%	No	81.9%	2%	≥ 85%
	Miles Between Mechanical Service Interruptions	21,499	Yes	25,586	(16%)	23,063	Yes	26,990	(15%)	≥ 20,000
	Complaints per 100,000 Boardings	17.67	No	20.72	15%	18.48	No	17.39	(6%)	≤ 15.00
	Average Hold Time (Seconds)	32	Yes	32	0%	27	Yes	28	4%	≤ 40
Effectiveness	Boardings per Vehicle Service Hour	19.0	Yes	20.9	(9%)	17.5	No	19.6	(11%)	≥ 18.5
	Average Weekday Boardings	50,848	Yes	53,487	(5%)	45,838	No	49,408	(7%)	≥ 49,490
Efficiency	Farebox Recovery Ratio	25.01%	Yes	30.07%	(17%)	24.03%	No	27.90%	(14%)	≥ 24.10%
	Average Cost per Vehicle Service Hour	\$92.62	Yes	\$89.36	(4%)	\$93.24	Yes	\$91.37	(2%)	≤ \$97.36

Red = did not meet target

Attachment B1
Foothill Transit
Operations Report
Fiscal Year 2015-2016 First Quarter

Goal	Performance Indicator	FY 2015-2016 First Quarter	FY 2014-2015 First Quarter	% Improvement Over Same Quarter Last Year	FY 2015-2016 YTD	FY 2014-2015 YTD	% Improvement YTD
Operations	Average fare per boarding	\$1.28	\$1.30	(2%)	\$1.28	\$1.30	(2%)
	Average cost per boarding	\$5.32	\$4.67	(14%)	\$5.32	\$4.67	(14%)
	Average subsidy per boarding	\$4.04	\$3.36	(20%)	\$4.04	\$3.36	(20%)
	Total vehicle miles	3,874,613	3,832,608	1%	3,874,613	3,832,608	1%
	Vehicle service miles	2,881,550	2,797,223	3%	2,881,550	2,797,223	3%
	Total vehicle hours	262,182	257,301	2%	262,182	257,301	2%
	In-service speed (mph)	14.5	14.7	(1%)	14.5	14.7	(1%)
	Boardings per vehicle service mile	1.21	1.33	(9%)	1.21	1.33	(9%)

Red = did not meet target

Attachment B2
Foothill Transit
Operations Report
July 2015

Goal	Performance Indicator	July 2015	July 2014	% Improvement Over Same Month Last Year	FY 2015-2016 YTD	FY 2014-2015 YTD	% Improvement YTD
Operations	Average fare per boarding	\$1.23	\$1.31	(6%)	\$1.23	\$1.31	(6%)
	Average cost per boarding	\$5.70	\$4.68	(22%)	\$5.70	\$4.68	(22%)
	Average subsidy per boarding	\$4.47	\$3.39	(32%)	\$4.47	\$3.39	(32%)
	Total vehicle miles	1,317,578	1,304,807	1%	1,317,578	1,304,807	1%
	Vehicle service miles	974,582	950,507	3%	974,582	950,507	3%
	Total vehicle hours	88,240	87,496	1%	88,240	87,496	1%
	In-service speed (mph)	14.5	14.7	(1%)	14.5	14.7	(1%)
	Boardings per vehicle service mile	1.15	1.27	(9%)	1.15	1.27	(9%)

Red = did not meet target

Attachment B3
Foothill Transit
Operations Report
August 2015

Goal	Performance Indicator	August 2015	August 2014	% Improvement Over Same Month Last Year	FY 2015-2016 YTD	FY 2014-2015 YTD	% Improvement YTD
Operations	Average fare per boarding	\$1.38	\$1.32	5%	\$1.31	\$1.31	(0%)
	Average cost per boarding	\$5.41	\$5.06	(7%)	\$5.55	\$4.87	(14%)
	Average subsidy per boarding	\$4.02	\$3.74	(8%)	\$4.25	\$3.56	(19%)
	Total vehicle miles	1,288,621	1,274,067	1%	2,606,199	2,578,874	1%
	Vehicle service miles	962,281	932,102	3%	1,936,863	1,882,609	3%
	Total vehicle hours	86,971	85,702	1%	175,211	173,197	1%
	In-service speed (mph)	14.5	14.7	(1%)	14.5	14.7	(1%)
	Boardings per vehicle service mile	1.16	1.30	(10%)	1.16	1.29	(10%)

Red = did not meet target

Attachment B4
Foothill Transit
Operations Report
September 2015

Goal	Performance Indicator	September 2015	September 2014	% Improvement Over Same Month Last Year	FY 2015-2016 YTD	FY 2014-2015 YTD	% Improvement YTD
Operations	Average fare per boarding	\$1.22	\$1.29	(5%)	\$1.28	\$1.30	(2%)
	Average cost per boarding	\$4.89	\$4.28	(14%)	\$5.32	\$4.67	(14%)
	Average subsidy per boarding	\$3.66	\$2.99	(23%)	\$4.04	\$3.36	(20%)
	Total vehicle miles	1,268,414	1,253,734	1%	3,874,613	3,832,608	1%
	Vehicle service miles	944,687	914,615	3%	2,881,550	2,797,223	3%
	Total vehicle hours	86,971	84,104	3%	262,182	257,301	2%
	In-service speed (mph)	14.5	14.7	(1%)	14.5	14.7	(1%)
	Boardings per vehicle service mile	1.31	1.42	(8%)	1.21	1.33	(9%)

Red = did not meet target